

RESOLUTION NO. 2531

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
OCTOBER 13, 2022 THROUGH OCTOBER 26, 2022.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 44331 – 44365**

**PAYROLL
CHECK NUMBERS: 17201 – 17204**

WHEREAS, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

WHEREAS, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

ACCOUNTS PAYABLE:	\$ 76,261.04
PAYROLL:	<u>\$ 23,559.64</u>
TOTAL:	\$ 99,820.68

NOW THEREFORE BE IT RESOLVED THAT all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

PASSED, APPROVED AND ADOPTED this 26th day of October, 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Pat Morton, Mayor

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on October 26, 2022.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000009	I-202210190735	CRESCENT TOW & REPAIR AVA VEH ABATMENT	R	10/26/2022		1,500.00	044331	1,500.00
000025	I-202210190748	AUTO & TRUCK ELECTRIC IN SNOW VEH REPAIR	R	10/26/2022		137.58	044332	137.58
000027	I-202210190729	NATIONAL INDUSTRIAL & SAFETY SU MATERIALS & SUPPLIES	R	10/26/2022		857.00	044333	857.00
000028	I-202210190749	KIRACK CONSTRUCTION INC SUBSTATION GUTTERS	R	10/26/2022		1,926.00	044334	1,926.00
000029	I-202210190750	COUNTRY BREEZE CLEANING CLEANING SERVICE SEPT/OCT	R	10/26/2022		800.00	044335	800.00
0005	I-202210190741	AIRGAS, INC. ACETLENE/OXYGEN	R	10/26/2022		223.60	044336	223.60
0015	I-202210190745	AMERIGAS CITY HALL PROPANE	R	10/26/2022		174.13	044337	174.13
0021	I-202210190742	AT&T 800 EMER LINE	R	10/26/2022		4.76	044338	4.76
0023	I-202210190740	AT&T CALNET 3 LDWTP/SCADA	R	10/26/2022		75.43	044339	75.43
0034	I-202210190727	BLUE TARP FINANCIAL, INC ANNUAL FEE	R	10/26/2022		39.99	044340	39.99
0039	I-202210190734	BULLET INFORMATION TECHNOLOGY IT COMPUTER SERVICES	R	10/26/2022		1,120.00	044341	1,120.00
0048	I-202210190743	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	10/26/2022		11.50	044342	11.50
0060	I-202210190720	COSTCO COSTCO MEMBERSHIP ANNUAL	R	10/26/2022		60.00	044343	60.00
0062	I-202210190736	CSG CONSULTANTS CODE ENFORCEMENT	R	10/26/2022		10,400.00	044344	10,400.00
0086	I-202210190733	FOLCHI LOGGING & CONSTR., INC. ROAD BASE/WATER LINE REPAIR	R	10/26/2022		761.48	044345	761.48

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0090	I-202210190718	GRAINGER WATER EQUIP REPAIR	R	10/26/2022		14.91	044346	14.91
0096	I-202210190731	HARBOR FREIGHT TOOLS SEWER MATERIALS & SUPPLIES	R	10/26/2022		314.69	044347	314.69
0101	I-202210190715	HUNT & SONS, INC. CITY FUEL CHARGES	R	10/26/2022		3,146.12	044348	3,146.12
0105	I-202210190744	INTERMOUNTAIN DISPOSAL ARPA PROGRAM	R	10/26/2022		32,459.41	044349	32,459.41
0111	I-202210190719	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	10/26/2022		670.83	044350	670.83
0118	I-202210190738	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	10/26/2022		80.35	044351	80.35
0159	I-202210190716	OFFICE DEPOT OFFICE SUPPLIES	R	10/26/2022		1,084.09	044352	1,084.09
0164	I-202210190728	P & F DISTRIBUTORS WATER LINE REPAIR	R	10/26/2022		1,255.57	044353	1,255.57
0165	I-202210190717	PALL CORPORATION LDWTP EQUIP REPAIR	R	10/26/2022		2,313.52	044354	2,313.52
0173	I-202210190739	PITNEY BOWES RENTAL FEE	R	10/26/2022		18.34	044355	18.34
0188	I-202210190724	PORTER SIMON CORPORATION LEGAL SERVICES	R	10/26/2022		5,540.00	044356	5,540.00
0208	I-202210190732	SAUERS ENGINEERING, INC. SEWER PROF SERVICES	R	10/26/2022		1,485.00	044357	1,485.00
0212	I-202210190730	SIERRA CONTROLS, LLC LDWTP PROF SERVICES	R	10/26/2022		268.13	044358	268.13
0218	I-202210190723	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	10/26/2022		280.00	044359	280.00
0225	I-202210190726	SONSRAY MACHINERY, LLC EQUIP REPAIR	R	10/26/2022		3,549.61	044360	3,549.61

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0235	I-202210190737	SUSAN SCARLETT ACCOUNTING SERVICES	R	10/26/2022		5,000.00	044361	5,000.00
0246	I-202210190746	TYLER TECHNOLOGIES, INC SB2 GRANT INCODE	R	10/26/2022		110.00	044362	110.00
0275	I-202210190747	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	10/26/2022		189.00	044363	189.00
1	I-202210190725	JENNIFER CONDLIFFE TRAINING	R	10/26/2022		270.00	044364	270.00
1	I-202210190751	KELLIE PATO DOT PHYSICAL	R	10/26/2022		120.00	044365	120.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	76,261.04	76,261.04
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	35	0.00	76,261.04	76,261.04

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	76,261.04	76,261.04
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	35	0.00	76,261.04	76,261.04

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	10/2022	54,052.55CR
207	10/2022	1,110.93CR
208	10/2022	678.83CR
215	10/2022	250.00CR
501	10/2022	80.35CR
710	10/2022	11,447.38CR
720	10/2022	7,246.49CR
730	10/2022	1,394.51CR
=====		
ALL		76,261.04CR



**City of Portola
Minutes
Regular Meeting
October 12, 2022 06:00 PM
35 Third Ave Portola 96122
<https://www.cityofportola.com/>**

Mayor Pat Morton • Mayor Pro Tem Tom Cooley • Councilmember Phil Oels • Councilmember Stan Peiler • Councilmember Bill Powers

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Pat Morton.

A. Pledge of Allegiance

Lead by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro Tem Tom Cooley, Councilmember Phil Oels, Councilmember Bill Powers

Absent: Councilmember Stan Peiler

Staff Present:

Interim City Manager, Jon Kennedy

Deputy City Clerk, Jason Shaw

2. Public Comments

There were no public comments.

3. CITY COMMUNICATIONS

A. City Council Communications / Committee Reports

City Council had nothing to report.

B. Staff Communications / Fire Report / Sheriff's Report / Air Quality Report

For the fire report, Portola homecoming parade was a huge success. Open house on Halloween at the Portola North Side Station. 11 fire calls in Betchworth. 20 fire calls in Portola. For the police report, 450 calls in the dispatch total, 276 have been in the city of Portola.

C. City Manager Report

Interim Manager Kennedy provided an update on the Community Clean Up Program, the Wastewater Improvement grant through Prop 1, and introduced the progress made by the new Administrative Clerk, Jason Shaw.

4. Resolution No 2529 Concerning COVID Remote Meetings Councilmember Phil Oels motioned to approve. A second was made by Councilmember Bill Powers. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Bill Powers** Absent **Councilmember Stan Peiler**

5. Consent Agenda

- A. **Claims**- Adopt Resolution No. 2530 authorizing payment of claims for the period of September 29, 2022 through October 12, 2022

Accounts Payable: \$ 120,148.74

Payroll: \$ 20,334.48

Total: \$ 140,483.22

Payroll Checks 17195 - 17200

AP Run Checks 44286 - 44330

- B. Approval of September 28, 2022 Minutes

Councilmember Bill Powers motioned to approve. A second was made by Councilmember Phil Oels. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Bill Powers** Absent **Councilmember Stan Peiler**

6. Review of Municipal Services Review for Eastern Plumas Fire Agencies

Jennifer Stephenson gave an update on the MSR. She listed the challenges facing the various fire departments in Plumas county and the ways they can be solved. Conclusion of the review indicated the best future action is the formation of a new fire district. Steve Gross commented that it is a well written document and asked follow up questions. Jennifer stated that there are no known legal challenges. Mayor Morton asked follow up questions. Jennifer responded that she had 16 years experience making these reports and her team has done over 500 service reviews in total.

7. **LESSG Feasibility Draft and Presentation** Councilmember Bill Powers motioned to approve. A second was made by Councilmember Phil Oels. The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro Tem Tom Cooley** Aye **Councilmember Phil Oels**
Aye **Councilmember Bill Powers** Absent **Councilmember Stan Peiler**

Mayor Pro Tem Tom Cooley provided a brief but comprehensive report on the LESSG Feasibility study which included future possible fee structures and overall composition of possible fire district. The new district would allow for better service. Interim City Manager Jon Kennedy praised the team for their efforts.

Action was taken to approve the draft report as presented and recognition there will be a special tax which was presented in the study.

8. Adjournment

Meeting adjourned at 7:43 PM by Mayor Pat Morton.

City Council Agenda Staff Report

Date: October 20, 2022

TO: Honorable Mayor and members of the Council

From: Todd Roberts, Dir. of Building and Public Works

Meeting: October 26, 2022

Subject: Agreement with Cal-trans to lower and replace city waterlines located in under Hwy-70

Council Members,

I would like to recommend we enter into an agreement with Cal-trans for the Relocation of City waterlines/facilities in order to accommodate the State's conventional highway construction project on State Route 70. The State's proposed construction will include [Roadway Rehabilitation] running through the City of Portola.

SECTION 33 14 01

PIPING & ACCESSORIES - GENERAL PROVISIONS

PART 1 GENERAL

1.1 DRAWINGS

- A. Dimensions shown on Drawings are approximate only. Verify all piping geometry in the field and to ensure proper alignment and fit of all piping consistent with the intent of the Drawings. Submit field layout drawings as required for approval.

PART 2 PRODUCTS

2.1 CONTRACTOR'S RESPONSIBILITY FOR MATERIAL

- A. Examine all material carefully for defects. Do not install material which is known, or thought to be, defective.
- B. The Engineer reserves the right to inspect all material and to reject all defective material shipped to the job site or stored on the site. Failure of the Engineer to detect damaged material shall not relieve the Contractor from his total responsibility for the completed work if it leaks or breaks after installation.
- C. Lay all defective material aside for final inspection by the Engineer. The Engineer will determine if corrective repairs may be made, or if the material is rejected. The Engineer shall determine the extent of the repairs.
- D. Classify defective pipe prior to the Engineer's inspection as follows:
 - 1. Damage to interior and/or exterior paint seal coatings.
 - 2. Damage to interior cement-mortar or epoxy lining.
 - 3. Insufficient interior cement-mortar lining or epoxy thickness.
 - 4. Excessive pitting of pipe.
 - 5. Poor quality exterior paint seal coat.
 - 6. Pipe out of round.
 - 7. Pipe barrel area damaged to a point where pipe class thickness is reduced (all pipe).
 - 8. Denting or gouges in plain end of pipe (all pipe).
 - 9. Excessive slag on pipe affecting gasket seal (DIP).
 - 10. Any visible cracks, holes.
 - 11. Embedded foreign materials.
 - 12. Non-uniform color, density and other physical properties along the length of the pipe.
- E. The Contractor shall be responsible for all material, equipment, fixtures, and devices fur-

nished. These materials, equipment, fixtures and devices shall comply with the requirements and standards of all Federal, State, and local laws, ordinances, codes, rules, and regulations governing safety and health.

- F. The Contractor shall take full responsibility for the storage and handling of all material furnished until the material is incorporated in the completed project and accepted by the Engineer. Contractor shall be solely responsible for the safe storage of all material furnished to or by him until incorporated in the completed project and accepted by the Engineer.
- G. Load and unload pipe, fittings, valves, hydrants and accessories by lifting with hoists or skidding to avoid shock or damage. Do not drop these materials. Pipe handled on skidways shall not be skidded or rolled against other pipe. Handle this material in accordance with AWWA C600, C605 or C906 whichever is applicable.
- H. Drain and store fittings and valves prior to installation in such a manner as to protect them from damage due to freezing of trapped water.

2.2 REDUCTION OF LEAD IN DRINKING WATER ACT COMPLIANCE

- A. The Contractor shall comply with the requirements and standards of the Reduction of Lead in Drinking Water Act.
- B. Any pipe, fitting or fixture (e.g. corp stops, curb valves, gate valves less than 2 inches in diameter, backflow prevention devices, water meters, hose bibs, etc.), solder and flux installed or requiring replacement as of January 4, 2014 must be "lead free". The Contractor shall be responsible to comply with the State, local laws, ordinances, codes, rules, and regulations governing the Reduction of Lead in Drinking Water Act that may have additional limitations or requirements."
- C. The definition of 'lead free' is as follows:
 - 1. Not containing more than 0.2 percent lead when used with respect to solder and flux; and,
 - 2. Not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.
 - 3.

PART 3 EXECUTION

3.1 INSTALLATION - GENERAL REQUIREMENTS

- A. Lay and maintain all pipe to the required lines and depths. Install fittings, valves and hydrants in strict accordance with the Specifications at the required locations with joints

centered, spigots home, and all valve and hydrant stems plumb. Do not deviate from the required alignment, depth or grade without the written consent of the Engineer.

- B. Lay all pipe to the depth specified. Measure the depth from the final surface grade to the top of the pipe barrel. The minimum pipe cover shall be as shown on the Drawings or as specified in the Specifications.
- C. Do not lay pipe in a wet trench, on subgrade containing frost, or when trench conditions are unsuitable for such work. If all efforts fail to obtain a stable dry trench bottom and the Engineer determines that the trench bottom is unsuitable for such work, the Engineer will order the kind of stabilization to be constructed, in writing. In all cases, water levels must be at least 6" below the bottom of the pipe.
- D. Thoroughly clean the pipes and fittings before they are installed. Keep these materials clean until the acceptance of the completed Work. Lay pipe with the bell ends facing in the direction of laying, unless otherwise shown on the Drawings, or directed by the Engineer. Exercise care to ensure that each length abuts the next in such a manner that no shoulder or unevenness of any kind occurs in the pipe line.
- E. Do not wedge or block the pipe during laying unless by written order of the Engineer.
- F. Before joints are made, bed each section of pipe the full length of the barrel, at the required grade, and at the invert matching the previously laid pipe. Dig bell holes sufficiently large to permit proper joint making. Do not bring succeeding pipe into position until the preceding length is embedded and secure in place.
- G. Take up and relay pipe that is out of alignment or grade, or pipe having disturbed joints after laying. Take up such in-place pipe sections found to be defective and replace them with new pipe. Take up, relaying, and replacement will be at the Contractor's expense.
- H. Place enough backfill over the center sections of the pipe to prevent floating. Take all other necessary precautions to prevent the floating of the pipeline by the accumulation of water in the trench, or the collapse of the pipeline from any cause. Should floating or collapse occur, restoration will be at the Contractor's expense.
- I. Bedding materials and concrete work for the pipe bedding and thrust restraint shall be as specified.
- J. Prevent foreign material from entering the pipe while it is being placed. Do not place debris, tools, clothing, or other materials in the pipe during laying operations. Close all openings in the pipeline with watertight plugs when pipe laying is stopped at the close of the day's work, or for other reasons such as rest breaks or meal periods.
- K. Only cut pipe with equipment specifically designed for cutting pipe such as an abrasive wheel, a rotary wheel cutter, a guillotine pipe saw, or a milling wheel saw. Do not use chisels or hand saws. Grind cut ends and rough edges smooth. Bevel the cut end slightly

for push-on connections as per manufacturer recommendations.

- L. In distributing material at the site of the Work, unload each piece opposite or near the place where it is to be laid in the trench. If the pipe is to be strung out, do so in a straight line or in a line conforming to the curvature of the street. Block each length of pipe adequately to prevent movement. Block stockpiled pipe adequately to prevent movement. Do not place pipe, material, or any other object on private property, obstructing walkways or driveways, or in any manner that interferes with the normal flow of traffic.
- M. Exercise special care to avoid damage to the bells, spigots or flanged ends of pipe during handling, temporary storage, and construction. Replace damaged pipe that cannot be repaired to the Engineer’s satisfaction, at the Contractor's expense.
- N. Remove all existing pipe, fittings, valves, pipe supports, blocking, and all other items necessary to provide space for making connections to existing pipe and installing all piping required under this Contract.
- O. Maintain the minimum required distance between water and sewer lines and other utility lines in strict accordance with all Federal, State, and local requirements and all right-of-way limitations.
- P. The maximum allowable deflection at the joints for push-on joint pipe shall be the lesser of manufacturer’s recommendations or as described in the DIPRA Guideline, *Ductile Iron Pipe Joints and Their Uses*, as follows:

TABLE 1
Maximum Allowable Deflection for DIP

Size of Pipe	Deflection Angle	Maximum Deflection	
		(18-ft Length)	(20-ft Length)
3”-12”	5 degrees	19”	21”
14”-42”	3 degrees	11”	12”
48”-64”	3 degrees	N/A	12”

- Q. The maximum allowable deflection at the joints for PVC pressure pipe shall be as follows:

TABLE 2
Maximum Allowable Deflection for PVC

Size of Pipe	Deflection Angle	Maximum Deflection
		(20-ft Length)
4"-12"	2 degrees	8"
14" +	1.5 degrees	6"

- R. Use short lengths of pipe (minimum length 3 feet, no more than three short sections), when approved by OWNER, to make curves that cannot be made with full length sections of pipe without exceeding the allowable deflection. Making these curves will be at no additional cost to OWNER.
- S. Furnish air relief valve assemblies in accordance with Drawings provided or as specified in Specification Special Conditions section. OWNER will provide standard detail for additional air release valve assemblies. Any deviation from the standard detail, proposed by Contractor must be approved in advance.
- T. Exercise particular care so that no high points are established where air can accumulate. Install an air release valve in accordance with details shown on drawings, as extra Work to the Contract, when OWNER determines that unforeseen field conditions necessitate a change in the pipe profile that requires the installation of an air release valve. If the Contractor requests a change in the pipe profile solely for ease of construction, and the requested change requires the installation of an air release valve as determined by OWNER, the cost of furnishing and installing the air release valve and manhole will be at the expense of the Contractor.
- U. All water mains 20" and greater in diameter shall be constructed using DIP only. Other construction materials, such as PVC and HDPE, are limited to water mains 16" and under in diameter. Alternate materials for larger water mains may be approved by the Engineer on a case-by-case basis.
- V. Warning tape shall be detectable type with a 5 mil minimum, overall thickness. The tape shall have a 50 gauge solid aluminum foil core laminated between two layers of inert plastic film. The tape shall be 3-inches wide with a minimum tensile strength of 100 pounds per 3-inch wide strip. For water pipes, the tape shall be APWA color coded (Blue) and bear a continuous printed message in permanent black letters on one side "CAUTION WATER LINE BURIED BELOW" or words of a similar nature. For sewer lines, tape shall be colored green. Marking tape along pressurized force mains shall be labeled "Pressurized Wastewater".

3.2 CONSTRUCTION METHODS TO AVOID CONTAMINATION

- A. Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing such organisms. It is essential that the procedures of this Section be observed to assure that a water main and its appurtenances are thoroughly clean for the final disinfection by chlorination.
- B. Take precautions to protect the interior of pipes, fittings, and valves against contamination. String pipe delivered for construction so as to keep foreign material out of the pipe. Close all openings in the pipeline with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Use rodent-proof plugs approved by the Engineer, where it is determined that watertight plugs are not practical and where thorough cleaning will be performed.
- C. Delay in placement of delivered pipe invites contamination. The more closely the rate of delivery is correlated to the rate of pipe laying, the lower the likelihood of contamination. Complete the joints of all pipe in the trench before stopping work. If water accumulates in the trench, keep the plugs in place until the trench is dry.
- D. When encountering conditions on pre-existing pipe that requires packing, employ yarning or packing material made of molded or tubular rubber rings, or rope of treated paper or other approved materials. Do not use materials such as jute, asbestos, or hemp. Handle packing material in a manner that avoids contamination.
- E. Do not use contaminated material or any material capable of supporting prolific growth of microorganisms for sealing joints. Handle sealing material or gaskets in a manner that avoids contamination. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. Deliver the lubricant to the job in closed containers and keep it clean.
- F. If dirt enters the pipe, and in the opinion of the Engineer the dirt will not be removed by the flushing operation, clean the interior of the pipe by mechanical means, then swab with a 1% hypochlorite disinfecting solution. Clean using a pig, swab, or "go-devil" only when the Engineer has specified such and has determined that such operation will not force mud or debris into pipe joint spaces.
- G. If the main is flooded during construction, the flooded section must be isolated from the remainder of the installation as soon as practical. Submit a plan to the Engineer on correcting the condition and do not proceed until authorized by the Engineer. Replace or fully clean and disinfect the affected pipe at no additional cost to the Engineer.

3.3 VALVE INSTALLATION

- A. Prior to installation, inspect valves for direction of opening, freedom of operation, tightness of pressure containing bolting, cleanliness of valve ports and especially of seating surfaces, handling damage, and cracks. Correct defective valves or hold for inspection by OWNER.

- B. Set and join to the pipe in the manner specified in Paragraph 3.01. Provide valves with adequate support, such as crushed stone and concrete pads, so that the pipe will not be required to support the weight of the valve. Set truly vertical. If polyethylene is applied to the pipe, the entire valve shall be encased in polyethylene encasement prior to backfill. The polyethylene encasement shall be installed up to the operating nut leaving the operating nut, exposed and free to be operated.
- C. Provide a valve box for each valve. Set the top of the valve box neatly to existing grade, unless directed otherwise by the Engineer. Do not install in a way that allows the transfer of shock or stress to the valve. Center and plumb the box over the wrench nut of the valve. Do not use valves to bring misaligned pipe into alignment during installation. Support pipe in such manner as to prevent stress on the valve.
- D. Provide extension stem for each valve, with a standard 2-inch AWWA nut. Pin the extension stem to the operating nut on the valves. Extension stem shall extend to within 12-inches of finished grade.
- E. Provide valve marking posts, when authorized by the Engineer, at locations designated by the Engineer and in accordance with detail drawings.

3.4 THRUST RESTRAINT

- A. Provide all plugs, caps, tees, and bends (both horizontal and vertical) with concrete thrust blocking and/or restrained joint pipe as represented on the Drawings, or specified in the Specification Special Conditions.
- B. Place concrete thrust blocking between undisturbed solid ground and the fitting to be anchored. Install the concrete thrust blocking in accordance with Section Cast-In-Place Concrete and Standard Details provided. Locate the thrust blocking to contain the resultant thrust force while keeping the pipe and fitting joints accessible for repair, unless otherwise shown or directed.
- C. Use restrained joints for fittings and valves for a minimum distance on either side as calculated using DIPRA guidance - "Thrust Restrained Design for Ductile Iron Pipe". Refer to Table 3 at the end of this section, for minimum lengths restrained for 12" – 24" diameter pipe. If soil conditions other than those listed in the table are encountered, contractor shall provide engineering calculation performed by a local P.E for the minimum required restraining length.
- D. Provide temporary thrust restraint at temporary caps and plugs. Submit details of temporary restraint to the Engineer for approval.
- E. At connections with existing water mains where there is a limit on the time the water main may be removed from service, use metal harnesses of anchor clamps, tie rods and straps; mechanical joints utilizing set-screw retainer glands; or restrained push-on joints as permitted by the Engineer. No restraining system can be installed without the approval

of the Engineer. Submit details of the proposed installation to the Engineer for approval. For pipe up to 12-inches in size, use a minimum of two 3/4-inch tie rods. If approved for use, install retainer glands in accordance with the manufacturer's instructions. Material for metal harnessing and tie-rods shall be ASTM A36 or A307, as a minimum requirement.

- F. Protection of Metal Harnessing: Protect ties rods, clamps and other metal components against corrosion and by encasement of the entire assembly with 8-mil thick (12 mil thick in corrosive soils) loose polyethylene film in accordance with AWWA C105. Apply tape on all exposed tie rods prior to installing polyethylene.

TABLE 3
Required Restraint Lengths On Each Side of Bend (ft)

(The following assumptions were used in calculating required restrained lengths: 42" burial depth, 250 psi, 1.5 safety factor. In areas of multiple bands where required restrained lengths overlap)

Pipe Diameter (inch)	Type of Bend	Bend Angle						Soil Conditions
		5 ⁰ -11.25 ⁰	11.25 ⁰ -22.5 ⁰	22.5 ⁰ -30 ⁰	30 ⁰ -45 ⁰	45 ⁰ -60 ⁰	60 ⁰ -90 ⁰	
12	Horizontal Bend	4	9	12	16	25	43	Rock
12	Vertical Up Bend	4	9	12	16	25	43	Rock
12	Vertical Down Bend	15	31	41	64	89	155	Rock
16	Horizontal Bend	5	11	15	23	32	55	Rock
16	Vertical Up Bend	5	11	15	23	32	55	Rock
16	Vertical Down Bend	20	40	53	82	115	199	Rock
24	Horizontal Bend	7	15	20	31	44	76	Rock
24	Vertical Up Bend	7	15	20	31	44	76	Rock
24	Vertical Down Bend	28	56	75	117	183	281	Clay
12	Horizontal Bend	7	14	19	29	40	69	Clay
12	Vertical Up Bend	7	14	19	29	40	69	Clay
12	Vertical Down Bend	17	35	47	73	102	77	Clay
16	Horizontal Bend	9	18	24	37	52	77	Clay
16	Vertical Up Bend	9	18	24	37	52	77	Clay
16	Vertical Down Bend	23	46	62	97	135	233	Clay
24	Horizontal Bend	13	26	35	54	76	131	Clay
24	Vertical Up Bend	13	26	35	54	76	131	Clay
24	Vertical Down Bend	34	69	93	143	200	346	Clay

** END OF SECTION **

SECTION 33 14 02

PIPES AND FITTINGS

PART 1 GENERAL

1.1 SCOPE OF WORK

This specification includes all materials and methods for the construction of buried water mains and fittings and certain above-ground piping and fittings.

1.2 COORDINATION OF WORK

Connection to existing pipelines may require shutdown of OWNER's facilities. Closely coordinate construction work and connections with OWNER through the OWNER's Project Manager. The OWNER's Project Manager, in consultation with OWNER, may select the time for connection to existing pipelines, including Saturdays, Sundays, or holidays, which, in the opinion of the OWNER, will cause the least inconvenience to OWNER and/or its customers. Make such connections at such times as may be directed by OWNER, at the Contract prices, with no claim for premium time or additional costs.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 034000 Precast Concrete Valve Box
- B. Section 330112.11 Pressure & Leakage Tests
- C. Section 330110.58 Disinfecting Pipelines
- D. Section 331401 Piping & Accessories – General Provisions
- E. Section 330597.22 Tracer Wire
- F. Section 331410 Polyvinyl Chloride Pipelines
- G. Section 331411 High Density Polyethylene Pipe and Fittings
- H. Section 331412 Ductile Iron Pipe and Fittings
- I. Section 331419.10 Gate Valves
- J. Section 331419.11 Pressure Reducing Valves
- K. Section 331419.12 Air Release & Vacuum Relief Valves

1.4 SUBMITTALS

- A. Submittals for all equipment and products under this Section are required. Submit manufacturer's product data, installation instructions and certification for all materials to be furnished in accordance with Specification Section 013300. Submit classification and gradation test results for embedment and pipe backfill material.
- B. Furnish manufacturer's installation and operation manuals for all products.

1.5 QUALITY ASSURANCE

- A. All materials included in this section shall be new, quality materials and shall conform to all applicable specifications of ASTM and AWWA Standards. All materials in contact with potable water shall be certified as compliant with NSF Standard 61.
- B. All installation, methods and workmanship shall conform in all respects to the above referenced standards as applicable and to the product manufacturer's recommendations.

PART 2 MATERIALS

2.1 GENERAL

- A. Pipe materials and joining methods and materials shall be as designated on the project plans.
- B. Research has documented that certain pipe materials (such as polyvinyl chloride, polyethylene, and polybutylene) and certain elastomers (such as those used in gasket material) may be subject to permeation by lower-molecular weight organic solvents or petroleum products. Products supplied under this Section assume that petroleum products or organic solvents will not be encountered. If during the course of pipeline installation the Contractor identifies, or suspects the presence of petroleum products or any unknown chemical substance, notify OWNER immediately. Stop installing piping in the area of suspected contamination until direction is provided by OWNER.
- C. PVC Schedule 40 or 80 is not permitted for conveying wastewater or potable water within distribution or collection systems. However, it may be used in other applications, such as conveying chemicals or for drainage.
- D. Reduction of Lead in Drinking Water Act Compliance
 - 1. The Contractor shall comply with the requirements and standards of the Reduction of Lead in Drinking Water Act.
 - 2. Any pipe, fitting or fixture (e.g. corp stops, curb valves, gate valves less than 2 inches in diameter, backflow prevention devices, water meters, hose bibs, etc.), solder and flux installed or requiring replacement as of January 4, 2014 must be "lead free". The Contractor shall be responsible to comply with the State, local laws, ordinances, codes, rules, and regulations governing the Reduction of Lead in Drinking Water Act that may have additional limitations or requirements."
 - 3. The definition of 'lead free' is as follows:
 - a. Not containing more than 0.2 percent lead when used with respect to solder and flux; and
 - b. Not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

E. Fittings

1. Ductile Iron Fittings

Standard fittings shall be ductile iron conforming to AWWA Standard C110. Compact ductile iron fittings shall meet the requirements of AWWA Standard C153.

See Section 33-14-01 for further specifications on pipe fittings.

A. Joints

1. Mechanical and Push-On

Mechanical and push-on joints including accessories shall conform to AWWA Standard C111. Anti-Rotation T-Bolts shall be used on mechanical joints shall be high strength, low alloy steel bolts only, meeting the current provisions of ANSI/AWWA C111/A21.1 for rubber gasket joints for cast iron or ductile iron pipe and fittings. T-bolts shall be corrosion resistant to handle corrosive conditions on any buried bolts.

2. Flanged

Flanged joints shall meet the requirements of AWWA Standard C115 or ANSI B16.1. Furnish all flanged joints with minimum 1/8-inch, thick red rubber or styrene butadiene rubber full-face gaskets. The bolts shall have heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. Corrosion resistant hex bolts to handle corrosive conditions shall be used on any buried flanged bolts.

Bolts and nuts shall be threaded in accordance with ASME/ANSI B1.1, Unified Inch Screw Threads (UN and UNR Thread Form) class 2A external and class 2B internal. For bolts of 1-3/4-inches in diameter and larger, stud bolts with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, 60,000 PSI Tensile Strength, Grade B, unless otherwise specified.

Stainless Steel nuts and bolts are required on piping within wastewater treatment plants and pump stations..

3. Restrained

Restrained joints for valves and fittings shall be of the boltless push-on type which provides joint restraint independent of the joint seal. Restrained push-on (i.e. Field Lok) gaskets are NOT permitted on valves or fittings. Restrained push-on joints are allowed for pipe only in locations as shown on the drawings (i.e. bridge crossing) and shall have accessories conforming to AWWA Standard C111. Restrained system shall be suitable for the following minimum working pressures:

Size (inch)	Pressure (psi)
Less than 20	300
20	300
24	250
30-64	250

Where adjacent fittings are to be placed (as in a mechanical joint hydrant tee and a mechanical joint hydrant valve), the use of a suitably sized Foster adaptor is permitted to facilitate restraint between the fittings.

2.2 GALVANIZED STEEL PIPE AND FITTINGS

- A. All galvanized steel pipe and fittings shall be in conformance with ASTM A53 Standard Specifications for Pipe, Steel, Black and Hot Dipped Zinc Coated, Welded and Seamless, as appropriate for galvanized seamless and/or welded steel pipe. Pipe and fittings shall conform to these standards in materials, fabrication, dimensions, wall thicknesses, coatings, and thread patterns.
- B. All pipe, fittings, and pipe joint compounds and all materials in contact with potable water shall be in compliance with NSF Standard 61 for use with potable water.
- C. All pipe and fittings shall be installed in the configuration shown on the plans, and shall be supported and restrained with pipe clamps and braces as necessary to prevent movement of any kind.

2.3 WELDED STEEL PIPE AND FITTINGS

- A. All pipe and fittings shall be installed in the configuration shown on the plans, and shall be supported and restrained with pipe clamps and braces as necessary to prevent movement of any kind. Pipe shall conform in all respects to AWWA C200 Standard for Steel Water Pipe 6 inches and larger, as most recently adopted. All welded steel fittings shall conform to AWWA Standard C 208. All field welding of steel water pipe shall conform to AWWA C206. Elbows and bends shall be smooth radius fittings. Exterior coating shall be tape coating system as per AWWA C214 or as approved by Engineer. Interior Coating shall conform to one of the methods specified in C200 Section 4.5.

2.4 WARNING TAPE

- A. Warning tape shall be detectable type with a 5 mil minimum, overall thickness. The tape

shall have a 50 gauge solid aluminum foil core laminated between two layers of inert plastic film. The tape shall be 3-inches wide with a minimum tensile strength of 100 pounds per 3-inch wide strip. The tape shall be APWA color coded (Blue) and bear a continuous printed message in permanent black letters on one side" "CAUTION WATER LINE BURIED BELOW" or words of a similar nature.

2.5 RECEIVING, HANDLING AND STORAGE

- A. Inspect pipe and appurtenances for defects prior to installation in the trench. Set aside and clearly mark defective, damaged or unsound material and hold material for inspection by the Engineer.
- B. Load and unload all materials in accordance with the manufacturer's recommendations and in such a manner as to prevent damage. Do not drop pipe and accessories or handle them in a rough manner.
- C. Provide safe storage for all materials. Cover stored pipe that will be exposed to sunlight for periods longer than 6 months. Cover with canvas or other opaque material with provision for adequate air circulation. PVC pipe shall not be stored close to heat sources, such as heaters, boilers, steam lines, or engine exhaust.

PART 3 EXECUTION

3.1 INSTALLATION

Follow the provisions of Section 331401 - Piping - General Provisions in addition to the following requirements:

- A. Remove all dirt and foreign matter from pipe before lowering it into the trench. Do not place debris, hand tools, clothing or other materials in the pipe. Keep pipe clean during and after laying.
- B. Lay pipe with the bell end pointing in the direction of work progress. Do not roll, drop or dump pipe or appurtenances into the trench.
- C. Assemble push-on joints in accordance with the pipe manufacturer's recommendations. Assemble mechanical joints in accordance with the fitting manufacturer's recommendations.
- D. Cut pipe with pipe saws, circular saws, handsaws, or similar equipment. Provide a smooth end at a right angle to the longitudinal axis of the pipe. Deburr, bevel, and re-mark insertion line on spigot ends. Match factory bevel length and angle for field bevels. When connecting to certain shallow depth bells, such as those on some cast iron fittings and valves, cut off the factory bevel and prepare a deburred, square cut end with a slight outer bevel.

- E. Clean the sealing surface of the spigot end, the pipe bell, the coupler or fitting, and the elastomeric gaskets immediately before assembly. Do not remove factory installed gaskets for cleaning. Keep the joint free of dirt, sand, grit, grease or any foreign material. Apply approved lubricant when assembling gasketed joints in accordance with the pipe manufacturer's requirements. The use of improper lubricants can damage gaskets. Excessive lubricant use can make disinfection more difficult and cause taste and odor problems when the line is placed in service.
- F. Good pipe alignment is essential for proper joint assembly. Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly. Do not swing or "stab" the joint; that is, do not suspend the pipe and swing it into the bell. The spigot end of the pipe is marked by the manufacturer to indicate the proper depth of insertion. Avoid metal to plastic contact with the pushing the pipe home (use wood or other material to cushion moving the pipe).
- G. Assemble pipe using the following types of joints:
1. Gasketed bell joint – Integral with the pipe or fitting
 2. Gasketed coupling – A double gasketed coupling
 3. Mechanical joint – Any of the several joint designs that have gaskets and bolts manufactured in accordance with AWWA standards.
- H. Tracer Wire
1. Place tracer wire in accordance with Section 330597.22 - Tracer Wire.
 2. The wire shall be contiguous except at test stations, valve boxes, and where splicing is required. All splices shall be encased with a 3M-Gel Pack Model No. 054007-09053, or approved equal.
- I. All pressure and leakage testing shall be done in accordance with Specification Section 33 01 12.11 – Pressure and Leakage Tests.
- J. PVC pipe fittings shall employ ductile iron pipe fittings as per these Specifications. See detail drawings for transitions between different pipe materials.
- K. Gaskets - Gaskets shall be as provided or recommended by the manufacturer and satisfy AWWA standard C111 in all respects. Where ductile iron pipe and PVC pipe are directly connected, the appropriate gasket material for this purpose shall be employed. As noted in the products section of this specification, some gasket materials are prone to permeation of certain hydrocarbons which may exist in the soil (see Part 2). Under these conditions and at the discretion of OWNER, Contractor shall require contractor to provide FKM (Viton, Flourel) gasket material in areas of concern.

3.2 PIPES & FITTINGS

Follow the provisions of Section 331401 - Piping - General Provisions in addition to the following requirements:

- A. All pipe and fittings shall be installed in the configuration shown on the plans, and shall be supported and restrained above ground with pipe clamps and braces and below ground with thrust blocks or restrained joints as called out on the project plans and/or as necessary to prevent movement of any kind under all anticipated service conditions and pressures.
- B. All pipe installation shall be as per the manufacturer's recommendations for the pipe material used. All fittings shall be installed and secured with flanged or threaded connections or as shown on the drawings. All proper hardware, gaskets and appurtenances for each fitting shall be as recommended and supplied by the fitting manufacturer. All new materials shall be used.
- C. All trenching shall conform to trench detail as shown on the plans. All pipe bedding, trench backfill and finishing shall be in accordance with trench details as shown on the plan and shall be as per the pipe manufacturer's recommendation for the pipe material being installed.
- D. All AWWA C900 and C905 Pipe shall be installed in accordance with AWWA C605 "Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water" and in accordance with the manufacturer's directions and recommendations.
- E. Push-On Joints

Clean the surfaces that the gasket will contact thoroughly, just prior to assembly using a bacteria free solution (bleach, potable water or NSF approved material). Insert the gasket into the groove in the bell. Apply a liberal coating of special lubricant to the gasket and the spigot end of the pipe before assembling the joint. Center the spigot end in the bell and push home the spigot end.

- F. Mechanical Joints

Clean and lubricate all components with soapy water prior to assembly. Slip the follower gland and gasket over the pipe plain end making sure that the small side of the gasket and lip of the gland face the bell socket. Insert the plain end into socket. Push gasket into position with fingers. Seat gasket evenly. Slide gland into position, insert bolts, and tighten nuts by hand. Tighten bolts alternately (across from one another) to the recommended manufacturing rating or if not provided, to the following normal torques:

Bolt Size	Range of Torque-limiting
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(inch)	(ft-lbs)
5/8	40 - 60
3/4	60 - 90
1	70 - 100
1-1/4	90 - 120

G. Restrained Joints

1. Push-On

Assemble and install the push-on joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Check the retainer ring fastener.

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when “pushing home” any pipe by using wood or other suitable (non metallic) material.

2. Mechanical Joint

Assemble and install the mechanical joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Use approved restrained joint device on fittings and valves where required and approved for use by the Engineer.

H. Pipe Protection

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when “pushing home” any pipe. Wood or other suitable material (non metallic) shall be used to push home the pipe.

I. Gaskets

Gaskets shall be as provided or recommended by the manufacturer and satisfy AWWA Standard C111 in all respects with the exception of requirements noted in Part 2.

J. Thrust Restraints

All pipe and fittings shall be properly restrained against horizontal and vertical movement due to internal pressure and pressure changes. Contractor shall utilize mechanical restraints, restraint joints, bracing, and/or thrust blocks to provide all necessary bracing and restraint to protect piping from movement in all service conditions. Method of restraint may be specified on project plans. If method of restraint is not specified on the plans, Contractor shall verify with Engineer appropriate restraint method.

3.3 FLUSHING, TESTING AND DISINFECTION

- A. As a condition of acceptance of the completed water system, the Contractor shall flush, test and disinfect the new water system as per AWWA standards and as outlined elsewhere in Section 330110.58. Pressure and leakage tests shall be done as outlined in Section 330112.11 - Pressure and Leakage Test of these Specifications. The authorized representative of the Engineer shall be present during the performance of all such work.
- B. Prior to hydrostatic testing and disinfection, the Contractor shall thoroughly flush all piping to remove sand, grit, fluids, construction waste, etc.
- A. Pressure testing of above ground piping will not be required. Testing of above ground piping will be by observation of leaks.

**** END OF SECTION ****

SECTION 33 14 10

POLYVINYL CHLORIDE (PVC) PIPE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. PVC pressure pipe and fabricated fittings in nominal sizes 4-inches through 12-inches with cast iron pipe equivalent outside diameters.

1.2 SUBMITTALS

- A. Submit manufacturer's product data, installation instructions and certification for all materials to be furnished in accordance with Specification Section 01 33 00. Submit classification and gradation test results for embedment and pipe backfill material.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. All small diameter PVC pipe shall be PVC 1120 pressure pipe made from class 12454 material as defined by ASTM D1784 with outside diameter dimensions of steel or cast iron pipe. All PVC Schedule 40 and 80 pipe shall be manufactured from a Type I, Grade I Polyvinyl Chloride (PVC) compound with a Cell Classification of 12454 per ASTM D1784. All sizes of PVC Schedule 40 & Schedule 80 pipe shall be manufactured in strict accordance to the requirements of ASTM D1785 for physical dimensions and tolerances. Each production run of pipe manufactured in compliance to this standard, shall also meet or exceed the test requirements for materials, workmanship, burst pressure, flattening, and extrusion quality defined in ASTM D1785. The PVC compounds shall be treated or certified suitable for potable water products by the National Sanitation Foundation Testing Laboratory (NSF Standard No. 61).

PVC Pipe 4-inch through 12-inch:

AWWA Standard C900, DR14 and where permitted DR18. DR25 pipe will not be allowed. Pressure class shall be as called out on the drawings. Pipe with integral bell and spigot joints. The bell shall consist of an integral thickened wall section with a factory installed elastomeric seal. The wall thickness in the bell section shall conform to the requirements of Section 6.2 of ASTM D3139 "Standard Specifications for Joint for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

- B. Pipe, fittings and elastomeric seals shall meet the requirements of ANSI/NSF 61.
- C. PVC 900 and 905 pipe shall be manufactured to cast iron outside diameters (CIOD) in accordance with AWWA C900 and C905.

- D. Elastomeric Seals shall meet the requirements of ASTM F477 “Standard for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

2.2 RECEIVING, HANDLING AND STORAGE

- A. Inspect pipe and appurtenances for defects prior to installation in the trench. Set aside and clearly mark defective, damaged or unsound material and hold material for inspection by the Engineer.
- B. Load and unload all materials in accordance with the manufacturer’s recommendations and in such a manner as to prevent damage. Do not drop pipe and accessories or handle them in a rough manner.
- C. Provide safe storage for all materials. Cover stored pipe that will be exposed to sunlight for periods longer than 6 months. Cover with canvas or other opaque material with provision for adequate air circulation. PVC pipe shall not be stored close to heat sources, such as heaters, boilers, steam lines, or engine exhaust.

PART 3 EXECUTION

3.1 INSTALLATION

Follow the provisions of Section - Piping - General Provisions, and ~~Sanitary Sewer Force Mains~~ in addition to the following requirements:

- A. Remove all dirt and foreign matter from pipe before lowering it into the trench. Do not place debris, hand tools, clothing or other materials in the pipe. Keep pipe clean during and after laying.
- B. Lay pipe with the bell end pointing in the direction of work progress. Do not roll, drop or dump pipe or appurtenances into the trench.
- C. Assemble push-on joints in accordance with the pipe manufacturer’s recommendations. Assemble mechanical joints in accordance with the fitting manufacturer’s recommendations.
- D. Cut pipe with pipe saws, circular saws, handsaws, or similar equipment. Provide a smooth end at a right angle to the longitudinal axis of the pipe. Deburr, bevel, and re-mark insertion line on spigot ends. Match factory bevel length and angle for field bevels. When connecting to certain shallow depth bells, such as those on some cast iron fittings and valves, cut off the factory bevel and prepare a deburred, square cut end with a slight outer bevel.
- E. Clean the sealing surface of the spigot end, the pipe bell, the coupler or fitting, and the elastomeric gaskets immediately before assembly. Do not remove factory installed gaskets for cleaning. Keep the joint free of dirt, sand, grit, grease or any foreign material.

Apply approved lubricant when assembling gasketed joints in accordance with the pipe manufacturer's requirements. The use of improper lubricants can damage gaskets. Excessive lubricant use can make disinfection more difficult and cause taste and odor problems when the line is placed in service.

- F. Good pipe alignment is essential for proper joint assembly. Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly. Do not swing or "stab" the joint; that is, do not suspend the pipe and swing it into the bell. The spigot end of the pipe is marked by the manufacturer to indicate the proper depth of insertion. Avoid metal to plastic contact with the pushing the pipe home (use wood or other material to cushion moving the pipe).
- G. Assemble pipe using the following types of joints:
 - 1. Gasketed bell joint – Integral with the pipe or fitting
 - 2. Gasketed coupling – A double gasketed coupling
 - 3. Mechanical joint – Any of the several joint designs that have gaskets and bolts manufactured in accordance with AWWA standards.
- H. Tracer Wire
 - 1. Place tracer wire in accordance with Section - Tracer Wire.
 - 2. The wire shall be contiguous except at test stations, valve boxes, and where splicing is required. All splices shall be encased with a 3M-Gel Pack Model No. 054007-09053, or approved equal.
- I. All pressure and leakage testing shall be done in accordance with Specification Section 33 01 12.11 – Pressure and Leakage Tests
- J. PVC pipe fittings shall employ ductile iron pipe fittings per Specifications 33 14 12. See detail drawings for transitions between different pipe materials.
- K. Gaskets - Gaskets shall be as provided or recommended by the manufacturer and satisfy AWWA standard C111 in all respects. Where ductile iron pipe and PVC pipe are directly connected, the appropriate gasket material for this purpose shall be employed. As noted in the products section of this specification, some gasket materials are prone to permeation of certain hydrocarbons which may exist in the soil (see Part 2). Under these conditions and at the discretion of OWNER, Contractor shall require contractor to provide FKM (Viton, Flourel) gasket material in areas of concern.

3.2 SERVICE CONNECTIONS

- A. Install service connections in accordance with AWWA Standard C605 and the manufacturer's recommendations using the following methods:

1. Install service connections in accordance with AWWA Standard C605 and the manufacturer's recommendations using the following methods:
2. Using injection molded couplings with threaded outlets.
3. Tapping with large service connections through appropriately sized tapping sleeves and valves.
4. Direct tapping of 1-inch and smaller service connections is not permitted. Use service saddles only for AWWA Standard C900 pipe, for nominal pipe sizes 6-inch through 12-inch. Corporation stops shall be threaded and conform to AWWA Standard C800.
5. The distance between the PVC pipe joint and a service tap (2-inches and smaller) shall be a minimum of 3 feet. The distance between the PVC pipe joint and a service tap (4-inches and larger) shall be a minimum of 4 feet. Where necessary, excavate along the pipe to confirm the acceptable distance before starting the tap.

** END OF SECTION **

SECTION 33 14 11

HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Furnishing and installing up to 16-inch high density polyethylene (HDPE) pipe and fittings for water distribution, wastewater collection, force mains, service lines, and transmission mains.

1.2 SUBMITTALS

- A. Submit manufacturer's product data, installation instructions, and certification for all materials to be furnished in accordance with Section -Submittals. Submit classification and gradation test results for materials to be used for pipe embedment and backfill.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Pipe and fittings shall be made from the same resin meeting the requirements of the PPI material designation PE4710 with an ATSM D3350 minimum cell classification of 445574C/E.
- B. The material shall have a minimum Hydrostatic Design Basis (HDB) of 1,600 psi at 73 degrees F.
- C. All materials which come in contact with water, including lubricants, shall be evaluated, tested, and certified for conformance with ANSI/NSF Standard 61

2.2 PIPE

- A. All pipe and fittings shall be manufactured in ductile iron pipe sizes (DIPS) only in accordance with AWWA Standard C906.
- B. The pipe shall contain no recycled compound except for rework material generated in the manufacturer's own plant that has the same cell classification as the material to which it is being added. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.
- C. Permanent identification of water piping service shall be provided by co-extruding longitudinal blue stripes into the pipe outside surface. The striping material shall be the same material as the pipe material except for color. Stripes printed or painted on the

outside surface shall not be acceptable.

- D. The nominal pipe diameter is specified on the Drawings. The DR (dimension ratio) and the pressure rating of the pipe shall be as noted on the Drawings.
- E. HDPE may be deflected subject to approval by OWNER. The following table shows maximum deflection based upon the allowable strain of the pipe wall. Potential flow restrictions, surge and other non- trench stability and pipe strain issues may reduce the values shown here per OWNER's recommendations. The bend radius multiplier determines the minimum radius of the pipe curvature and is calculated by multiplying the outside diameter of the pipe by the multiplier from the appropriate DR used. Bending radius allowed by the manufacturer can vary. Verify the multiplier with the manufacturer. In no case shall the radius be less than 125% of the manufacturer's permitted multiplier.

HDPE pipe Dimension Ratio (DR)	Allowable deflection (percent)	Bend Radius Multiplier
32.5	8.1	50
26.0	6.5	45
21.0	5.2	40
19.0	4.7	37.5
17.0	4.2	32.5
15.5	3.9	30
13.5	3.4	27.5
11.0	2.7	25

2.3 FITTINGS

- A. Plain end butt fused fittings shall be used when joining polyethylene materials. Mechanical (compression) fittings shall be used only when joining polyethylene materials to different piping materials and approved by the Engineer.
- B. The fittings shall contain no recycled compound except for rework material generated in the manufacturer's own plant that has the same cell classification as the material to which it is being added. The fittings shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.
- C. Butt fusion fittings shall comply with ASTM D3261.
- D. Mechanical (compression) fittings used with polyethylene pipe shall be specifically designed for, or tested and found to be acceptable for, use with polyethylene pipe.

PART 3 EXECUTION

3.1 PACKAGING, HANDLING, AND STORAGE

- A. The manufacturer shall ensure that the interior of all pipe is clean and install plastic

cleanliness plugs in all pipes to keep the pipe interiors clean. The manufacturer shall package the pipe in a manner designed to ensure that it arrives at the project neat, clean, intact, and without physical damage. The transportation carrier shall use appropriate methods and intermittent checks to assure that the pipe is properly supported, stacked, and restrained during transport such that the pipe is not nicked, gouged, or physically damaged.

- B. Inspect pipe and appurtenances for defects prior to installation in the trench. Set aside defective, damaged or unsound material and hold material for inspection by the Engineer.
- C. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment.
- D. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined by butt fusing or the use of electrofusion fittings.

3.2 PIPE INSTALLATION

- A. Refer to Section - Piping - General Provisions and referenced drawings that are part of these Contract Documents. Trenching and backfill shall be performed in accordance with Section – 02 30 00.
- B. Remove all dirt and foreign matter from pipe before lowering into the trench. Do not place debris, hand tools, clothing or other materials in the pipe. Keep pipe clean during and after laying.
- C. Maximum pipe bending radius shall be in conformance with the manufacturer's recommendation for the specific diameter and dimension ratio (DR) of the pipe. Whenever possible, changes in direction shall be accomplished by bending the pipe in lieu of installing a fitting, except as approved by OWNER.
- D. Place tracer wire in accordance with Section – Tracer Wire. The wire shall be contiguous except at test stations, valve boxes, and where splicing is required. All splices shall be encased. Wire insulation shall be highly resistant to alkalis, acid and other destructive agents found in soil.
- E. Prevent flotation of sealed pipe during work stoppages.
- F. HDPE pipe will not be employed with directional drilling through rock and other abrasive conditions unless it is encased.

3.3 PIPE AND FITTING JOINING

- A. Butt fusion procedures shall be in accordance with the manufacturer's recommendations. Surfaces must be clean and dry before joining. The fusion equipment operator shall be fully trained in the use of the respective equipment, and certified/qualified in accordance with the requirements of the manufacturer's recommendations. The wall thicknesses of the adjoining pipes shall have the same DR at the point of fusion.
- B. Butt fusion equipment shall be equipped with a Data Logger to record and document key parameters of each fusion process including heater temperature, fusion pressure, melt time, hold time, etc. Information from the Data Logger shall be collected and filed daily. A record of each fused joint including a graph of the fusion cycle shall be submitted to OWNER.
- C. The temperature of the heating tool surfaces shall be monitored daily with a temperature measuring device, such as, a thermometer or temperature indicating crayons, to assure the temperature measuring device on the equipment is in sound working condition and that the appropriate temperature range is maintained.
- D. Each HDPE joint shall be traceable to the fusion operator and equipment. Also, the fusion joint number and fusion operator ID shall be stenciled on the pipe.
- E. Mechanical (compression) joining of pipe and fittings is only permissible when joining polyethylene pipe to unlike materials. HDPE stiffeners shall be utilized with all mechanical (compression) fittings. Blocking must be provided at changes in direction for any mechanical fittings. Use of positive restrained joints fittings (non-friction type) is permissible when approved by OWNER.

3.4 INCLEMENT WEATHER

- A. In inclement weather and especially in windy conditions, the fusion operation shall be shielded to avoid precipitation and excessive heat loss from wind chill.
- B. Butt, saddle or socket, fusion is not recommended below -4°F without special provisions such as a portable shelter or trailer or other suitable protective measures with auxiliary heating. When making a butt fusion joint with the ambient temperature below 3°F, the pipe ends shall be pre-heated using a heating blanket or warm air device to elevate the pipe temperature to improve the heating cycle starting condition.
- C. The heating tool shall also be stored in an insulated container to prevent excessive heat loss. Contractor shall remove all frost, snow or ice from the OD and ID of the pipe; all surfaces must be clean and dry prior to fusing.
- D. The time required to obtain the proper melt may increase when fusing in cold weather. Contractor shall maintain the specified heating tool surface temperature during the fusion process.

- E. The proper cycle time for any particular condition shall be determined by making a melt pattern on a piece of scrap HDPE pipe using the recommended standard heating time. If the melt pattern is incomplete, the Contractor shall increase the heating time by three (3) second intervals until a complete melt pattern is established. Each time the procedure is repeated, a new piece of scrap pipe shall be used.

3.5 VISUAL INSPECTION

- A. The Contractor shall perform visual examination of HDPE piping installations to satisfy that they conform to the applicable assembly and erection requirements including: alignment, routing, elevation, cuts or gouges exceeding 10% of wall thickness, flanged joints, bolting torque, bolt length, gaskets, and supports (if applicable).
- B. All fused joints shall be examined by in-process examination for cleanliness, joint preparation, alignment, plate temperature, melt, joining, holding pressure and time, bead size (uniformly rounded and consistent in size all around the joint), storage of joining materials, and appearance of the finished joint.

3.6 PRESSURE TESTING AND DISINFECTION

- A. Pressure testing shall be conducted in accordance with the manufacturer's recommended procedure or as recommended by the Engineer. Pressure testing shall use water as the test media. Pneumatic (air) testing is prohibited. Air must be completely removed before pressure testing. Under no circumstances shall HDPE pipe be pressure tested when the temperature of the pipe is above 80 °F.

** END OF SECTION **

SECTION 33 14 12

DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.1 COORDINATION OF WORK

- A. Connection to existing pipelines may require shutdown of OWNER facilities. Closely coordinate construction work and connections with the Engineers and OWNER. OWNER may select the time for connection to existing pipelines, including Saturdays, Sundays, or holidays, which, in the opinion of the OWNER, will cause the least inconvenience to OWNER and/or its customers. Make such connections at such times as may be directed by OWNER, at the Contract prices, with no claim for premium time or additional costs.

1.2 RELATED WORK

- A. Section 331401 Piping - General Provisions.

1.3 SUBMITTALS

- A. Submit shop drawings and manufacturer's literature for all Contractor supplied materials promptly to OWNER for approval in accordance with Specification Section - Submittals.

PART 2 PRODUCTS

2.1 REDUCTION OF LEAD IN DRINKING WATER ACT COMPLIANCE

- A. The Contractor shall comply with the requirements and standards of the Reduction of Lead in Drinking Water Act.
- B. Any pipe, fitting or fixture (e.g. corp stops, curb valves, gate valves less than 2 inches in diameter, backflow prevention devices, water meters, hose bibs, etc.), solder and flux installed or requiring replacement as of January 4, 2014 must be "lead free". The Contractor shall be responsible to comply with the State, local laws, ordinances, codes, rules, and regulations governing the Reduction of Lead in Drinking Water Act that may have additional limitations or requirements."
- C. The definition of 'lead free' is as follows:
 - 1. Not containing more than 0.2 percent lead when used with respect to solder and flux; and
 - 2. Not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

2.2 PIPE MATERIAL

- A. Ductile iron pipe shall be centrifugally cast, meeting the requirements of AWWA C151 as most recently adopted, with cement mortar lining and sealed in accordance with the latest revision of ANSI/AWWA C104/A21.4.

The pipe or fitting exterior shall be coated with a bituminous coating in accordance with AWWA Standard C151. The pipe or fitting interior shall be cement mortar lined and seal coated in compliance with the latest revision of AWWA Standard C104.

For wastewater systems, the pipe or fitting interior shall be lined with ceramic epoxy in accordance with ASTM Standards.

- B. Quality

Pipe and fittings shall meet the following minimum quality requirements by conforming to the following:

1. AWWA C104 / ANSI A21.4 Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
2. AWWA C105 / ANSI A21.5 Water Polyethylene Encasement for Ductile-Iron Pipe Systems
3. AWWA C110 / ANSI A21.10 Ductile Iron and Gray Iron Fittings, 3 NPS through 48 NPS for Water
4. AWWA C111 / ANSI A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
5. AWWA C115 / ANSI A21.15 Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
6. AWWA C116 / ANSI A21.16 Protective Fusion-Bonded Epoxy Coating for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings for Water Supply Service
7. AWWA C150 / ANSI A21.50 Thickness Design of Ductile-Iron Pipe
8. AWWA C151 / ANSI A21.51 Ductile-Iron Pipe, Centrifugally Cast, for Water
9. AWWA C153 / ANSI A21.53 Ductile-Iron Compact Fittings, 3 NPS through 24 NPS and 54 NPS through 64 NPS, for Water Service

Ductile iron water pipe and fittings will be accepted on the basis of the Manufacturer's certification that the material conforms to this specification. The certification for iron fittings shall list a fitting description, quantity, bare fitting weight and source, (AWWA Standard C110, C153 or Manufacturer, if fitting is not listed in either standard). The certification shall accompany the material delivered to the project site. OWNER reserves the right to sample and test this material subsequent to delivery at the project site. If foreign manufactured fittings are provided, then the Contractor is obligated to notify the Engineer with a submittal and provide the necessary documentation to satisfy the Engineer that the materials provided meet the specified AWWA standards and, among other documentation that may be required, provide certificates of compliance on the component supplied.

C. Pipe Class

The pressure class of pipe to be furnished shall be in accordance with Table 1 and the notes listed below.

Table 1
Minimum Rated Working Pressure for Ductile Iron Pipe
Manufactured in Accordance with AWWA Standard C151

Pipe Size (inch)	Pressure Class
6	350
8	350
12	350
16	300
20	300
24	250

NOTES:

1. Larger pipe sizes up to 54-inch can be installed as pressure Class 200 with cover up to 9 feet and an operating pressure of 200 psi, where approved by OWNER. When trench depths exceed 15 feet for pipe sizes of 16-inch or larger, the Engineer shall direct the Contractor on the proper class pipe to use.
2. The noted pressure class is adequate to support 3/4 and 1-inch corporation stops. Use a full saddle for larger taps (e.g., air relief valves or larger corporations) due to limited wall thickness.
3. There are special conditions where a larger wall thickness is required. The Engineer shall direct the Contractor on the proper pressure class pipe to use in specific instances; e.g. at treatment plant or booster station sites where frequent excavation can be anticipated in the vicinity of pipe, where the pipeline is laid on a river channel bottom to prevent external damage to the pipe and minimize the potential for costly pipe replacement, etc.

D. Testing

Perform a hydrostatic test of all pipe and appurtenances as required by AWWA Standard C151 and Section - Pressure and Leakage Tests.

E. Joints

1. Mechanical and Push-On

Mechanical and push-on joints including accessories shall conform to AWWA Standard C111.

2. Flanged

Flanged joints shall conform to AWWA Standard C110 or ANSI B16.1 for fittings and AWWA Standard C115 for pipe. Do not use flanged joints in underground installations except within structures.

Furnish all flanged joints with 1/8-inch thick, red rubber or styrene butadiene rubber gaskets. The bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in American Standard for Wrench Head Bolts and Nuts and Wrench Openings (ANSI B18.2). For bolts of 1-3/4-inches in diameter and larger, bolt studs with a nut on each end are recommended. The high-strength, low-alloy steel for bolts and nuts shall have the characteristics listed in Table 6 of AWWA Standard C111.

Stainless steel nuts and bolts are required on piping within wastewater treatment plants and pump stations.

3. Restrained Joint Pipe

Restrained joints for pipes shall be of the boltless push-on type which provides joint restraint independent of the joint seal. Restrained push-on joints allowed for pipe only shall have accessories conforming to AWWA Standard C111. Restrained system shall be suitable for the following minimum working pressures:

<u>Size</u> (Inch)	<u>Pressure</u> (psi)
Less than 20	300
20	300
24	250
30-64	200

2.3 FITTINGS

A. Ductile Iron Fittings

Standard Ductile iron pipe fittings such as tees, angles, reducers, etc., shall conform to AWWA C-110. Pressure class as described below. Fittings shall be ductile iron with cement mortar lining. Rubber gasket joints for fittings shall conform to AWWA C111. Compact ductile iron fittings shall meet the requirements of AWWA Standard C153.

1. Working Pressures

Fittings shall be suitable for the following working pressures unless otherwise noted in AWWA Standard C110 or C153:

Working Pressure		
<u>Size</u> <u>(Inch)</u>	Compact Fittings	Standard Fittings
	Ductile Iron (psi)	
3-24	300	250, 300 (with special gaskets)
30-48	200	250
54-64	150	N/A

2. Coating and Lining

The fittings shall be coated on the outside with a petroleum asphaltic coating in accordance with AWWA Standard C110 or fusion-bonded epoxy in accordance with AWWA Standard C116 and lined inside with cement-mortar and seal coated in accordance with AWWA Standard C104 or fusion-bonded epoxy in accordance with AWWA Standard C116.

B. Joints

1. Mechanical and Push-On

Mechanical and push-on joints including accessories shall conform to AWWA Standard C111. Anti-Rotation T-Bolts shall be used on mechanical joints shall be high strength, low alloy steel bolts only, meeting the current provisions of ANSI/AWWA C111/A21.1 for rubber gasket joints for cast iron or ductile iron pipe and fittings. T-bolts shall be corrosion resistant to handle corrosive conditions on any buried bolts.

2. Flanged

Flanged joints shall meet the requirements of AWWA Standard C115 or ANSI B16.1. Furnish all flanged joints with minimum 1/8-inch, thick red rubber or styrene butadiene rubber full-face gaskets. The bolts shall have heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. Corrosion resistant hex bolts to handle corrosive conditions shall be used on any buried flanged bolts.

Bolts and nuts shall be threaded in accordance with ASME/ANSI B1.1, Unified Inch Screw Threads (UN and UNR Thread Form) class 2A external and class 2B internal. For bolts of 1-3/4-inches in diameter and larger, stud bolts with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, 60,000 PSI Tensile Strength, Grade B, unless otherwise specified.

Stainless Steel nuts and bolts are required on piping within wastewater treatment plants and pump stations..

3. Restrained

Restrained joints for valves and fittings shall be of the boltless push-on type which provides joint restraint independent of the joint seal. Restrained push-on (i.e. Field Lok) gaskets are NOT permitted on valves or fittings. Restrained push-on joints are allowed for pipe only in locations as shown on the drawings (i.e. bridge crossing) and shall have accessories conforming to AWWA Standard C111. Restrained system shall be suitable for the following minimum working pressures:

<u>Size</u> <u>(Inch)</u>	<u>Pressure</u> <u>(psi)</u>
Less than 20	300
20	300
24	250
30-64	250

Where adjacent fittings are to be placed (as in a mechanical joint hydrant tee and a mechanical joint hydrant valve), the use of a suitably sized Foster adaptor is permitted to facilitate restraint between the fittings.

PART 3

3.1 INSTALLATION

Follow the provisions of Section - Piping - General Provisions in addition to the following requirements:

A. Push-On Joints

Clean the surfaces that the gasket will contact thoroughly, just prior to assembly using a bacteria free solution (bleach, potable water or NSF approved material). Insert the gasket into the groove in the bell. Apply a liberal coating of special lubricant to the gasket and the spigot end of the pipe before assembling the joint. Center the spigot end in the bell and push home the spigot end.

B. Mechanical Joints

Clean and lubricate all components with soapy water prior to assembly. Slip the follower

gland and gasket over the pipe plain end making sure that the small side of the gasket and lip of the gland face the bell socket. Insert the plain end into socket. Push gasket into position with fingers. Seat gasket evenly. Slide gland into position, insert bolts, and tighten nuts by hand. Tighten bolts alternately (across from one another) to the recommended manufacturing rating or if not provided, to the following normal torques:

<u>Bolt Size</u>	<u>Range of Torque In Foot Pounds</u>
5/8	40-60
3/4	60-90
1	70-100
1-1/4	90-120

After field installation, all bolts shall receive petrolatum tape or petroleum wax protection or other approved coating material. Protection shall be applied before applying polywrap per Section - Polyethylene Wrap, if required.

C. Restrained Joint

1. Ball and Socket

Assemble and install the ball and socket joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Check the retainer ring fastener.

2. Push-On

Assemble and install the push-on joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Check the retainer ring fastener.

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when “pushing home” any pipe by using wood or other suitable (non metallic) material.

3. Mechanical Joint

Assemble and install the mechanical joint according to the manufacturer's recommendations. Thoroughly clean and lubricate the joint. Use approved restrained joint device on fittings and valves where required and approved for use by the Engineer.

D. Pipe Protection

Protect pipe from damage from the jacking device (backhoe bucket, pipe jack, etc.) when “pushing home” any pipe. Wood or other suitable material (non metallic) shall be used to push home the pipe.

E. Gaskets

Gaskets shall be as provided or recommended by the manufacturer and satisfy AWWA Standard C111 in all respects with the exception of requirements noted in Part 2.

** END OF SECTION **

SECTION 33 14 19.10

GATE VALVES

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Furnish, install and test all gate valves shown on the Drawings.

1.2 SUBMITTALS

- A. Submit shop drawings and manufacturer's literature to the Engineer for approval in accordance with Section 013300.

1.3 APPLICATION

- A. All valves shall be resilient-seated type gate valves.

PART 2 PRODUCTS

2.1 REDUCTION OF LEAD IN DRINKING WATER ACT COMPLIANCE

- A. The Contractor shall comply with the requirements and standards of the Reduction of Lead in Drinking Water Act.
- B. Any pipe, fitting or fixture (e.g. corp stops, curb valves, gate valves less than 2 inches in diameter, backflow prevention devices, water meters, hose bibs, etc.), solder and flux installed or requiring replacement as of January 4, 2014 must be "lead free". The Contractor shall be responsible to comply with the State, local laws, ordinances, codes, rules, and regulations governing the Reduction of Lead in Drinking Water Act that may have additional limitations or requirements."
- C. The definition of 'lead free' is as follows:
 - 1. Not containing more than 0.2 percent lead when used with respect to solder and flux;
 - 2. Not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

2.2 GATE VALVES

- A. All gate valves, shall be iron body, resilient-seated, nut-operated, non-rising stem gate valves suitable for buried service. The valve interior and exterior shall be epoxy coated at the factory by the valve manufacturer in accordance with AWWA Standard C550 (6-8 mil

average, 4 mil minimum). The valves shall be designed for minimum differential pressure of 250 psi and a minimum internal test pressure of 500 psi unless otherwise noted on the Drawings. Valves shall be designed to operate in the vertical position. All valves shall open left (CCW).

Valves shall comply fully with AWWA Standard C509 or C515. Valve ends shall be restrained mechanical joint or flanged as shown on the plans or approved in writing in accordance with AWWA Standard C111. Stems shall be made of a low zinc alloy in accordance with AWWA C509 or C515. Stem seals shall be double O-ring stem seals. Square operating nuts conforming to AWWA Standard C509/C515 shall be used. All valve materials in contact with potable water shall meet the requirements of NSF 61.

- B. The valves shall be designed for a minimum differential pressure of 250 psi and a minimum internal shell pressure of 500 psi, unless otherwise noted on the Drawings. Make all valves tight under their working pressures after they have been placed and before the main is placed in operation. Defective parts shall be replaced at the Contractor's expense.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install the valves in strict accordance with the requirements contained in Section 331401 and detail Drawings. All valves shall be restrained.

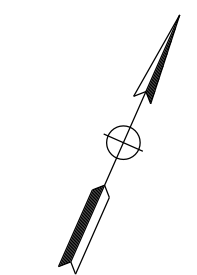
** END OF SECTION **

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		

SIG	SIGD
REGISTERED CIVIL ENGINEER	DATE
Month day, 2022	
PLANS APPROVAL DATE	

REGISTERED PROFESSIONAL ENGINEER
BUSTER HANSEN
No. C79597
Exp. 9-30-22
CIVIL
STATE OF CALIFORNIA

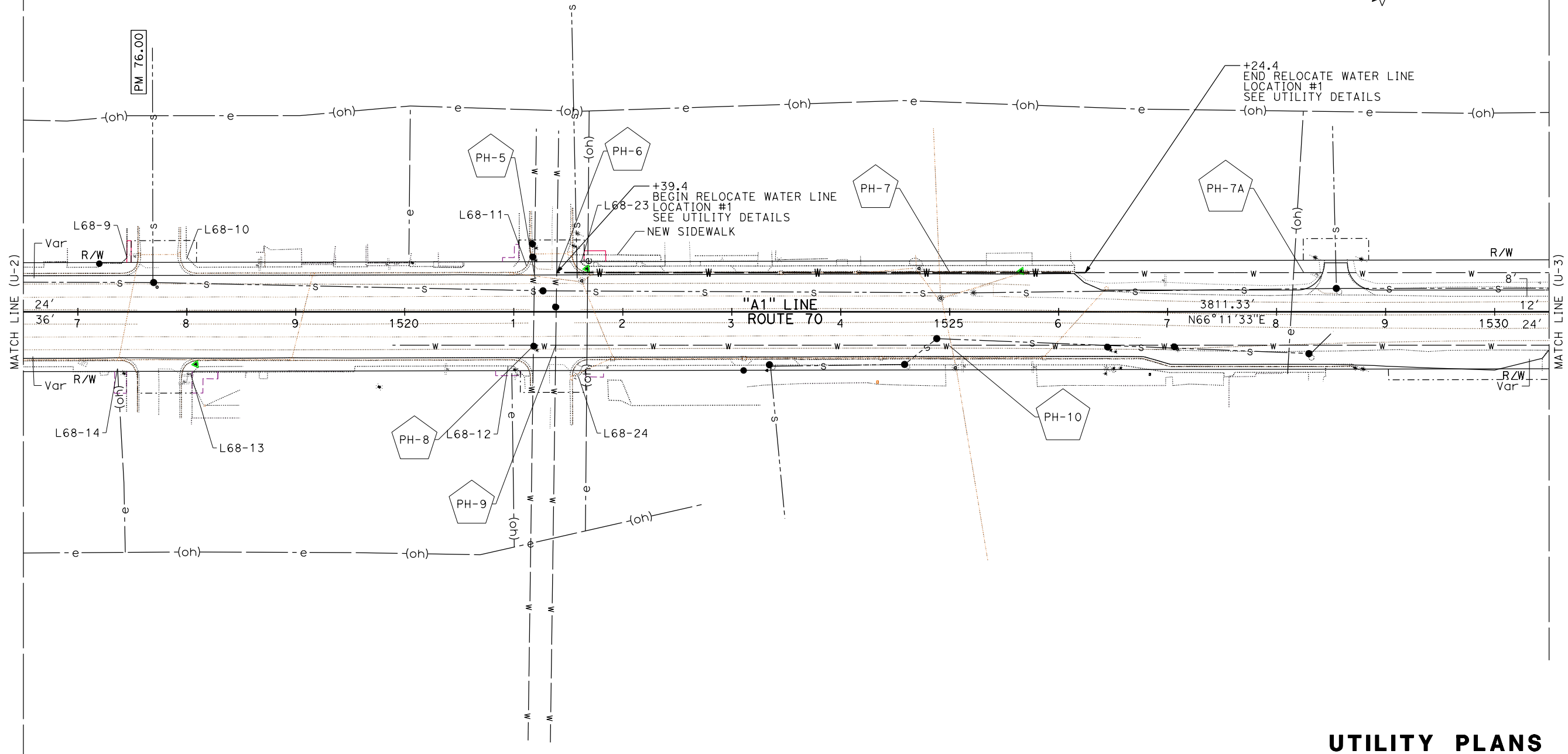
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



NOTE:
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

POSITIVE LOCATION INFORMATION

No.	LOCATION	Approx Loc "A" LINE	DEPTH	SIZE/MATERIAL	METHOD
PH-5	Lt OF "A" LINE; 28" NW OF CROSSWALK, 8' SW OF STORM DRAIN GRATE	30' Lt, Sta 1521+20	60"	12" CONCRETE	POTHOLE
PH-6	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	36' Lt, Sta 1521+40			VACUUMED OUT WV BOX
PH-7	Lt OF "A" LINE; 30" NW OF WHITE FOG LINE, 20" SW FROM SIGN "35 MPH"	36' Lt, Sta 1525+00	24"	6" STEEL	POTHOLE
PH-7A	Lt OF "A" LINE; 30' SW OF SD MANHOLE, 22" NW OF EDGE OF CURB	36' Lt, Sta 1528+25	CLEARED AT 60"	DRY HOLE	POTHOLE
PH-8	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	31' Rt, Sta 1521+18			VACUUMED OUT WV BOX
PH-9	Lt OF "A" LINE; 28" NW OF CROSSWALK, 8' SW OF STORM DRAIN GRATE	31' Rt, Sta 1521+39	60"	12" CONCRETE	POTHOLE
PH-10	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	31' Rt, Sta 1525+00			VACUUMED OUT WV BOX



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CHECKED BY: JOLENA ASTIN
 REVISIONS: REVISED BY: DATE REVISED:

UTILITY PLANS
SCALE: 1" = 50' **U-3**

LAST REVISION: 05-01-20
 DATE PLOTTED => 22-SEP-2022
 TIME PLOTTED => 14:18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		
SIG		REGISTERED CIVIL ENGINEER		SIGD DATE	
Month day, 2022		PLANS APPROVAL DATE			
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					

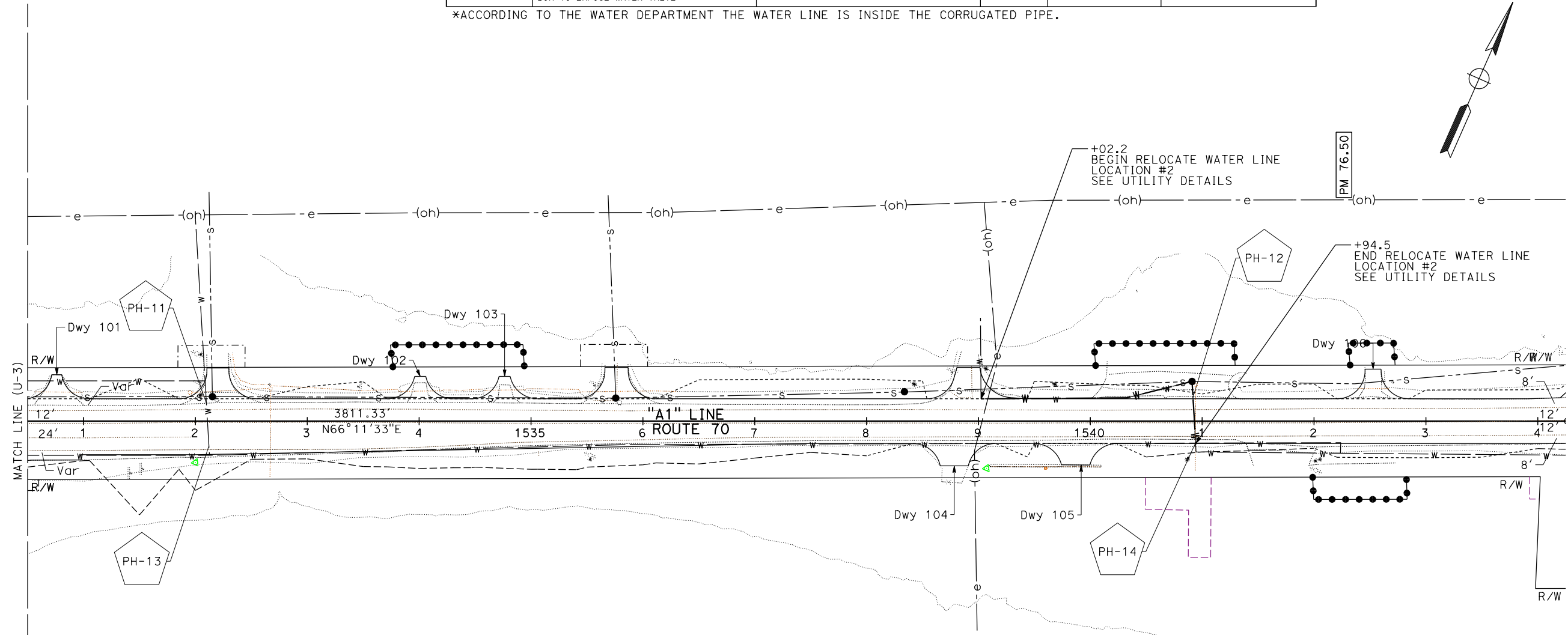
NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

POSITIVE LOCATION INFORMATION

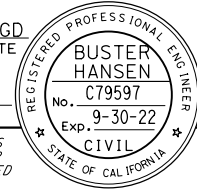
No.	LOCATION	Approx Loc "A" LINE	DEPTH	SIZE/MATERIAL	METHOD
PH-11	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	16' Lt, Sta 1522+10			VACUUMED OUT WV BOX
PH-12	Lt OF "A" LINE; 8' NW OF EDGE OF ROAD. 70" SW OF STORM DRAIN MANHOLE	22' Lt, Sta 1540+92	18"	CORRUGATED PIPE *	POTHOLE
PH-13	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	22' Rt, Sta 1522+12			VACUUMED OUT WV BOX
PH-14	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	20' Rt, Sta 1540+94			VACUUMED OUT WV BOX

*ACCORDING TO THE WATER DEPARTMENT THE WATER LINE IS INSIDE THE CORRUGATED PIPE.



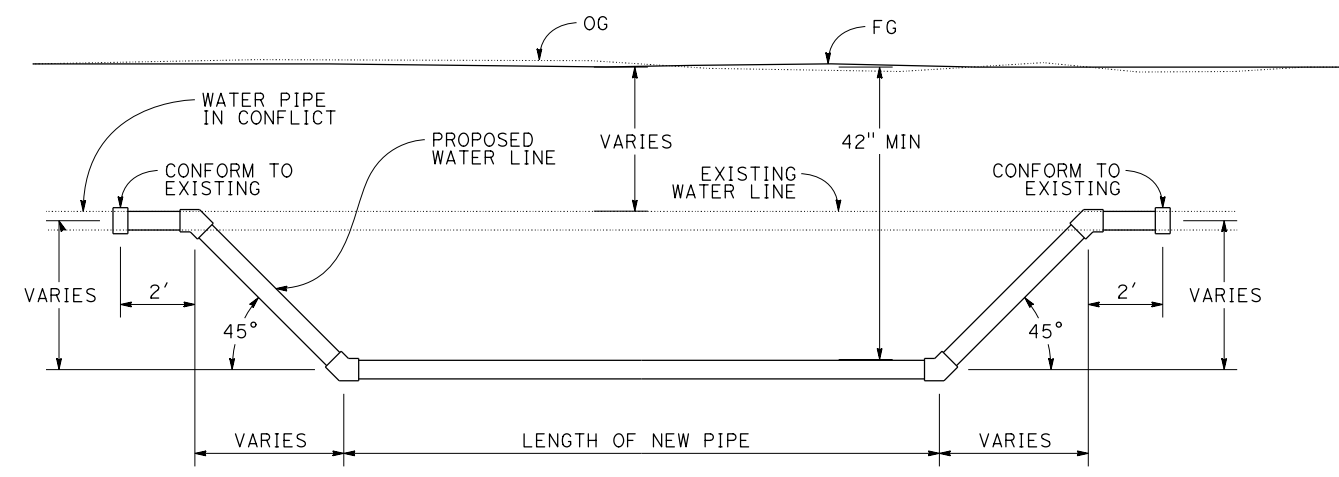
UTILITY PLANS
SCALE: 1" = 50' **U-4**

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 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CALCULATED-DRAWN BY: BETH A. ELMORE
 CHECKED BY:
 REVISED BY: DATE REVISED:

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		
REGISTERED CIVIL ENGINEER			SIGD DATE		
Month day, 2022			PLANS APPROVAL DATE		
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					

NOTES:

- DIMENSIONS MAY VARY WHEN CONNECTING TO EXISTING FACILITIES.
- RECONNECT ANY EXISTING LATERIALS ENCOUNTERED.



WATER LINE RELOCATION DETAIL

WATER LINE RELOCATIONS

LOCATION No.	BEGIN STATION	BEGIN OFFSET	END STATION	END OFFSET	EXISTING COVER	LENGTH OF NEW PIPE	TYPE OF PIPE
1	1521+39.4	36.0' LT	1521+24.4	36.0' LT	24"	500'	6" PVC
2	1539+02.2	20.0' LT	1540+94.3	27.6' RT	18"	250'	6" PVC

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 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CHECKED BY: BETH A. ELMORE
 REVISIONS: (None listed)
 REVISED BY: (None listed)
 DATE REVISED: (None listed)

UTILITY DETAILS
NO SCALE
UD-1

DATE PLOTTED => 22-SEP-2022
 TIME PLOTTED => 14:19
 LAST REVISION: 08-03-22

NOTICE TO OWNER TRANSMITTAL LETTER

Date	<u>10/6/22</u>
Utility Number	<u>3197</u>
Post Mile	<u>58.2/R78.4</u>
Project ID No.	<u>0216000024</u>
EA	<u>1H580</u>
Subject to Buy America	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Attn: Todd Roberts, Public Works Director
 City of Portola
 35 Third Ave.
 Portola, CA 96122

The enclosed Notice to Owner No. 3197 dated 10/05/2022 covers the relocation of your facilities in order to accommodate the State's conventional highway construction project on State Route 70. The State's proposed construction will include [Roadway Rehabilitation] In Plumas County at and near Cromberg from Gill Ranch Road to 0.2 mile west of Big Grizzly Creek Bridge.

The requirements of this Notice to Owner are based on States Plan, which have been previously discussed with you. The parties agree that this Notice to Owner sets forth the terms, covenants and conditions that are mutually agreed upon by the parties, and that this Notice to Owner constitutes the written agreement required by 23 CFR 645.113 ("Written Agreement"). Any deviations to agreed-upon plans, must be approved in writing.

Also enclosed is a Utility Agreement covering the work to be done at Owner's expense. If the Agreement is satisfactory, please date and have the original signed by the proper officials and return two to this office for execution. Keep a copy for your file. A jointly executed Agreement will be returned to you.

This project is currently scheduled for construction in the Spring of 2023

Incorporated by Reference:

The following documents are incorporated by this reference into the Written Agreement, Plans, and NTO.

If you have any questions, please contact me via phone at (530) 759-3562 or via email at chris.schaller@dot.ca.gov. Your cooperation is appreciated.

Sincerely,



District 2 Utility Coordinator
 Right of Way Utilities

Enclosures

NOTICE TO OWNER

RW 13-04 (REV 04/2021)

NOTICE TO OWNERNumber 3797

District	County	Route	Post Mile	Project ID	EA
02	PLU	070	58.2/78.4	0216*24	1H580
FEDERAL AID NUMBER N/A					
OWNER'S FILE NUMBER N/A					
DATE 10/06/2022		FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

To:

Attn: Todd Roberts, Public Works Director
City of Portola
35 Third Ave.
Portola, CA 96122

Because of the State Highway construction project:

In Plumas County at and near Cromberg from Gill Ranch Road to 0.2 mile west of Big Grizzly Creek Bridge. (3R Roadway Rehabilitation)

Which affects your facilities:

Water

You are hereby ordered to:

Relocate water lines as shown on the attached Waterline Relocation Plan prepared by STATE to accommodate STATE's Roadway Rehabilitation Project.

Your work schedule shall be as follows:

State's contractor will relocate City of Portola water facilities during construction.

Liability for the cost of the work is:

100% Owner liability as facilities are in their present location pursuant to a State Encroachment Permit.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

NOTICE TO OWNER

RW 13-04 (REV 04/2021)

Notify Sergio Mendoza at telephone number (530) 945-2437, 24 hours prior to initial start of work, and 48 hours prior to subsequent restart when your work schedule is interrupted.

DISTRICT DIRECTOR

DISTRICT DIVISION CHIEF

By **Bryan Reynolds** Digitally signed by Bryan Reynolds
Date: 2022.10.06 15:00:29 -07'00'
DISTRICT UTILITY COORDINATOR

CC: Resident Engineer
Permits
R/W

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

The Parties agree that this Notice to Owner will set forth the terms, covenants, and conditions that are mutually agreed upon by the parties, and that the Notice to Owner shall constitute the written agreement required by 23 CFR 645.113 ("Written Agreement"). Owner must submit all reimbursement and other payment claims arising from this Notice to Owner to Caltrans within 365 calendar days of the completion of the relocation (the "Claim Period"), and Owner waives, releases, and forfeits all right to reimbursement and any other payment for any claims that are submitted after the Claim Period.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS FOR PREPARING**NOTICE TO OWNER AND REVISED NOTICE TO OWNER****1. THE NOTICE TO OWNER NUMBER**

The "Number 3797" is to be assigned by the District Utility Coordinator. The number assigned must never be duplicated on another Notice to Owner. The number assigned to Notices are for the same purpose as for acquisition parcel numbers, that is to identify the specific transaction.

2. REFERENCE BLOCK

- A. The "District" for which the project is being built.
- B. The "County" in which the project is being built.
- C. The "Route" on which the project is being built.
- D. The "Post Mile" limits of the project.
- E. The "Project ID" (ten digit number).
- F. The "E.A." (expenditure authorization) of the project (use design phase E.A. of the project).
- G. The "Federal Aid Number," taken from the E-76, for the Right of Way Utilities portion of the project. If there is no Federal Aid, then N/A should be inserted.
- H. The "Owner's File Number" should be shown (use owner's plan number) if available.
- I. The "Date" is the date the Notice to Owner is to be sent to the owner.
- J. Check the box which indicates if the project is for the construction of a freeway as identified in S&HC Section 253.

3. MAILING ADDRESS

The "To" is the utility owner, i.e., Pacific Gas and Electric Company (PG&E), AT&T, City of, County of, etc. The Notice should not be addressed to an individual.

4. PROJECT DESCRIPTION

Insert project description following the statement "Because of the State Highway construction project." The project description can be found in the "Status Of Projects." The project description can also be found on the Department's automated systems, PMCS, and PYPSCAN. Since the project description frequently contains Departmental "shorthand" and acronyms, editing will be needed to make the description clear to the general public.

5. UTILITY FACILITIES DESCRIPTION

Describe the facilities being impacted following the statement, "Which affects your facilities." The description should briefly describe the owner's facilities, i.e., gas, electric, telephone, water, etc., facility. The description should also include the type and size of the facility. It is always best to have a statement which is all inclusive, i.e., "existing water facilities within the limits of the State's proposed construction project."

6. ORDERED WORK DESCRIPTION

Describe ordered work to be done following the statement, "You are hereby ordered to." The description should briefly describe the work necessary to eliminate construction conflicts with the project that the owner is ordered by the State to be done. The described work must be definite as in referring to the date of a specific plan that was accepted by the Project Engineer to eliminate identified conflicts with planned construction. General phraseology such as "to eliminate all conflicts with planned construction" is not acceptable as it does not identify the specific work to be done for which the State may be obligated to reimburse the owner.

7. WORK SCHEDULE

Describe the work schedule to be followed by the owner following the statement, "Your work schedule shall be as follows." The description must give specific dates as to when the owner's work must be completed. When the work is to be accomplished in coordination with the State's highway construction, the schedule must set forth the coordination schedule, as provided for in the "Specials" of the State's PG&E. Separate schedules are to be given to each owner which prescribes the agreed-to coordinated sequence for multiple owner facilities being relocated to joint pole or joint trench situations. When necessary, the work schedule may be shown as an attachment to the Notice to Owner.

8. NOTIFICATION

The Notice to Owner shall specify the name of an individual and telephone number to be notified when the owner plans to start work. The person can be the Utility Coordinator, or any person designated by the Utility Coordinator. Normally, the State requires 72 hours notification from the owner prior to initial start of work and 24 hours notification for subsequent starts when their work has been interrupted.

9. LIABILITY DESCRIPTION

The liability description is a completion of the sentence, "Liability for the cost of the work is." The description shall specifically set forth whether the State or the owner will bear the cost of the work and the reason therefore. Typical statements to be used are found in Section 13.07.03.02, Liability For Work.

Under limited circumstances where it is imperative that the relocation work be commenced before a specific liability determination can be made, the Notice to Owner may be issued with the statement, "liability undetermined" or "liability per Master Contract dated _____" provided the criteria noted in Section 13.04.08.00, et seq., can be met. Prior approval for this is required from the owner and Headquarters R/W.

10. SIGNATURE BLOCK

The signature block is to be filled out and signed by the appropriately authorized person.

THE REVISED NOTICE TO OWNER will additionally require the REVISION number, the DATE of the revision, and must be acknowledged by the owner on the signature line provided.

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

DISTRICT 02	COUNTY PLU	ROUTE 070	POST MILE 58.2/R78.4	PROJECT ID 0216000024
FEDERAL AID NUMBER N/A			OWNER'S FILE NUMBER N/A	

FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT

On the Project Yes No On the Utilities Yes No

Owner Payee Data No. N/A or Form STD 204 is attached.

UTILITY AGREEMENT NO. 3197 **DATE** _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE," proposes to Construct a 3R Roadway Rehabilitation Project in Plumas County at and near Cromberg from Gill Ranch Road to 0.2 mile west of Big Grizzly Creek Bridge.

and

NAME City of Portola

ADDRESS 35 Third Ave., Portola, CA 96122

hereinafter called "OWNER," owns and maintains
Water facilities

within the limits of STATE's project which requires
relocation

to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 3197 dated 10/6/2022, STATE shall relocate OWNER's water facilities as shown on STATE's contract plans for the improvement of State Route 70, EA 1H580 which by this reference are made a part hereof. OWNER hereby acknowledges review of STATE's plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to STATE ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

II. LIABILITY FOR WORK

The existing facilities are located within the STATE's right of way under permit and will be relocated at OWNER's expense under the provisions of Section (673) (680) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by STATE, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

IV. PAYMENT FOR WORK

The OWNER shall pay its share of the actual cost of said work included in the STATE's highway construction contract within 45 days after receipt of STATE's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the STATE's highway contractor is \$120,000.00.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

UTILITY AGREEMENT NO.

3197

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to STATE, STATE hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to STATE, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse STATE said deficient costs upon receipt of an itemized bill as set forth herein.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), STATE will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by State/Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then State/LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

V. GENERAL CONDITIONS

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645."

"In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER's performance of the Work hereunder, STATE provides to OWNER any materials that are subject to the Buy America Rule, STATE acknowledges and agrees that STATE shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

STATE further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

UTILITY AGREEMENT NO.
3197

This Agreement and all exhibits and attachments hereto constitute the entire Agreement between the parties and supersedes all previous oral and written communications, including specifically, and without limitation, the provisions of any bid, quote, proposal or request therefore unless and only to the extent such provision is expressly contained herein. No amendment shall be effective unless in writing, specifically referencing this Agreement, and signed by all parties.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE:

OWNER:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name _____ Date _____
Title _____

By _____
Name _____ Date _____
Title _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

UTILITY AGREEMENT NO.
3197

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE (N)	BFY	AMOUNT
	C401	2660				9			
	C401	2660				9			
	C401	2660				9			

PROJECT ID FUNDING VERIFIED:

Sign:

Print:

R/W Planning and Management

Date

REVIEW / REQUEST FUNDING:

Sign:

Print: Chris Schaller

Utility Coordinator

Date

THE ESTIMATED COST TO THE OWNER FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$120,000.00**CERTIFICATION OF FUNDS**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.

Name:

Title:

Date

ITEM	CHAP	STAT	FY	AMOUNT
				\$120,000.00

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$ 120,000.00
R/W Funds		\$

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to Utility File

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

**INSTRUCTIONS FOR PREPARING THE
UTILITY AGREEMENT**THE UTILITY AGREEMENT NO. 3197 _____ :

1. The UTILITY AGREEMENT NO. 3197 _____ is the same number assigned to the corresponding Notice to Owner, except the State Controller requires that the Utility Agreement number be preceded by the two-digit District number, a dash, the prefix "UT," and another dash, e.g.,

UTILITY AGREEMENT NO. 01-UT-12345

The number assigned must never be duplicated on another Utility Agreement.

2. THE DATE:

The DATE is hand written in by the utility coordinator after the Agreement is executed. This date is the same date as the last signature of the person who has the authority to bind the agreement.

3. THE REFERENCE BLOCK:

- A. The "District" for which the project is being built;
- B. The "County" in which the project is being built;
- C. The "Route" on which the project is being built;
- D. The "Post Mile" will be the post mile limits of the project;
- E. The "Project ID" of the project;
- F. The "Federal Aid Number," taken from the E-76, for the Right of Way Utilities portion of the project. If there is no Federal Aid, then N/A should be inserted;
- G. The "Owner's File" number should be shown (usually the owner's plan number);
- H. "Federal Participation" - Check "Yes" or "No";
- I. "Owner Payee Data Number" - Add existing number or add form STD 204 and check the box.

4. THE OPENING PARAGRAPH:

- A. Describes briefly the work to be done and the proposed project's limits;
- B. Identifies the owner. This area requires both the name and the address of owner;
- C. Identifies which of the owner's facilities are affected by the Utility Agreement; and
- D. Indicates what must be done to the owner's facilities to accommodate the State's project.

5. STANDARD CLAUSES:

See Section 13.07.00.00 of the Right of Way Manual.

Several standard clauses are made mandatory in Sections III and IV.

6. THE ESTIMATED COST:

The estimated cost to the State for its share of the work (on the back page) is normally taken from the owner's estimate as supplied by them.

Occasionally, the State performs work for the owner, even though the owner is liable for the costs. The estimated cost to the State can be reworded to the estimated cost to the Owner when necessary.

There are basically only three Project IDs that can be charged to on Utility Agreements. They are:

UTILITY AGREEMENT

RW 13-05 (REV 05/2022)

7. FUND TYPE BLOCK:

A. Design Funds Project ID _____ \$ _____ :

The design funds Project ID (Phase 1) is used primarily for design purposes. Phase 1 funds are paid for by Project Development.

B. Construction Funds Project ID _____ \$ _____ :

The construction funds Project ID (Phase 4 or 5) is used primarily for work being performed by the State's highway contractor and paid by Construction.

C. R/W Funds Project ID _____ \$ _____ :

The Right of Way capital funds Project ID (Phase 9) is used primarily for positive location (potholing), relocation, removal, abandonment, etc., of the owner's facilities for work performed by them or their contractor. Environmental clearance and project report approval shall be obtained prior to encumbering any Phase 9 funds.

8. THE SIGNATURE BLOCK:

The signature block is to be filled out and signed by the appropriate authorized and/or delegated persons. It is the District Utility Coordinator's responsibility to know what duties have been delegated.

9. THE CERTIFICATION OF FUNDS BLOCK:

Planning & Management fills out the certification of funds block, certifying that funds are available for expenditure.

10. NONSTANDARD CLAUSES:

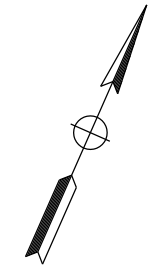
In the preparation of Utility Agreements, it may be necessary to prepare clauses other than the standard clauses listed. Prior approval from the HQ R/W shall be obtained any time a nonstandard clause is used.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		

SIG REGISTERED CIVIL ENGINEER DATE _____
 SIGD DATE _____
 Month day, 2022
 PLANS APPROVAL DATE _____

REGISTERED PROFESSIONAL ENGINEER
BUSTER HANSEN
 No. C79597
 Exp. 9-30-22
 CIVIL
 STATE OF CALIFORNIA

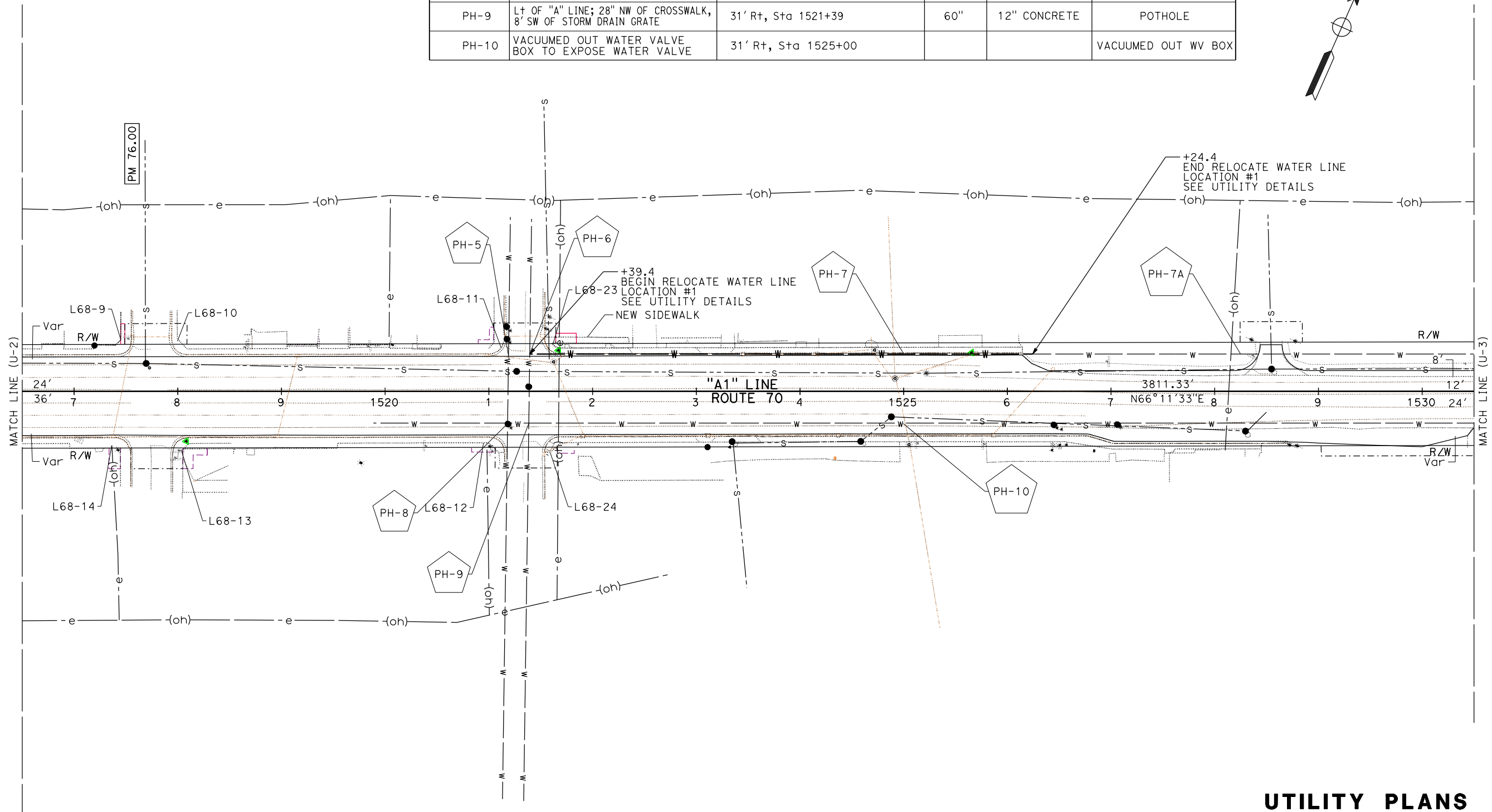
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



NOTE:
 1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

POSITIVE LOCATION INFORMATION

No.	LOCATION	Approx Loc "A" LINE	DEPTH	SIZE/MATERIAL	METHOD
PH-5	Lt OF "A" LINE; 28" NW OF CROSSWALK, 8' SW OF STORM DRAIN GRATE	30' Lt, Sta 1521+20	60"	12" CONCRETE	POTHOLE
PH-6	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	36' Lt, Sta 1521+40			VACUUMED OUT WV BOX
PH-7	Lt OF "A" LINE; 30" NW OF WHITE FOG LINE, 20" SW FROM SIGN "35 MPH"	36' Lt, Sta 1525+00	24"	6" STEEL	POTHOLE
PH-7A	Lt OF "A" LINE; 30' SW OF SD MANHOLE, 22" NW OF EDGE OF CURB	36' Lt, Sta 1528+25	CLEARED AT 60"	DRY HOLE	POTHOLE
PH-8	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	31' Rt, Sta 1521+18			VACUUMED OUT WV BOX
PH-9	Lt OF "A" LINE; 28" NW OF CROSSWALK, 8' SW OF STORM DRAIN GRATE	31' Rt, Sta 1521+39	60"	12" CONCRETE	POTHOLE
PH-10	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	31' Rt, Sta 1525+00			VACUUMED OUT WV BOX



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CHECKED BY: JOLENA ASTIN
 REVISIONS: REVISED BY: DATE REVISED:

UTILITY PLANS
 SCALE: 1" = 50'
U-3

LAST REVISION: 05-01-20
 DATE PLOTTED => 22-SEP-2022
 TIME PLOTTED => 14:18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		
SIG		REGISTERED CIVIL ENGINEER		SIGD DATE	
Month day, 2022		PLANS APPROVAL DATE			
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					

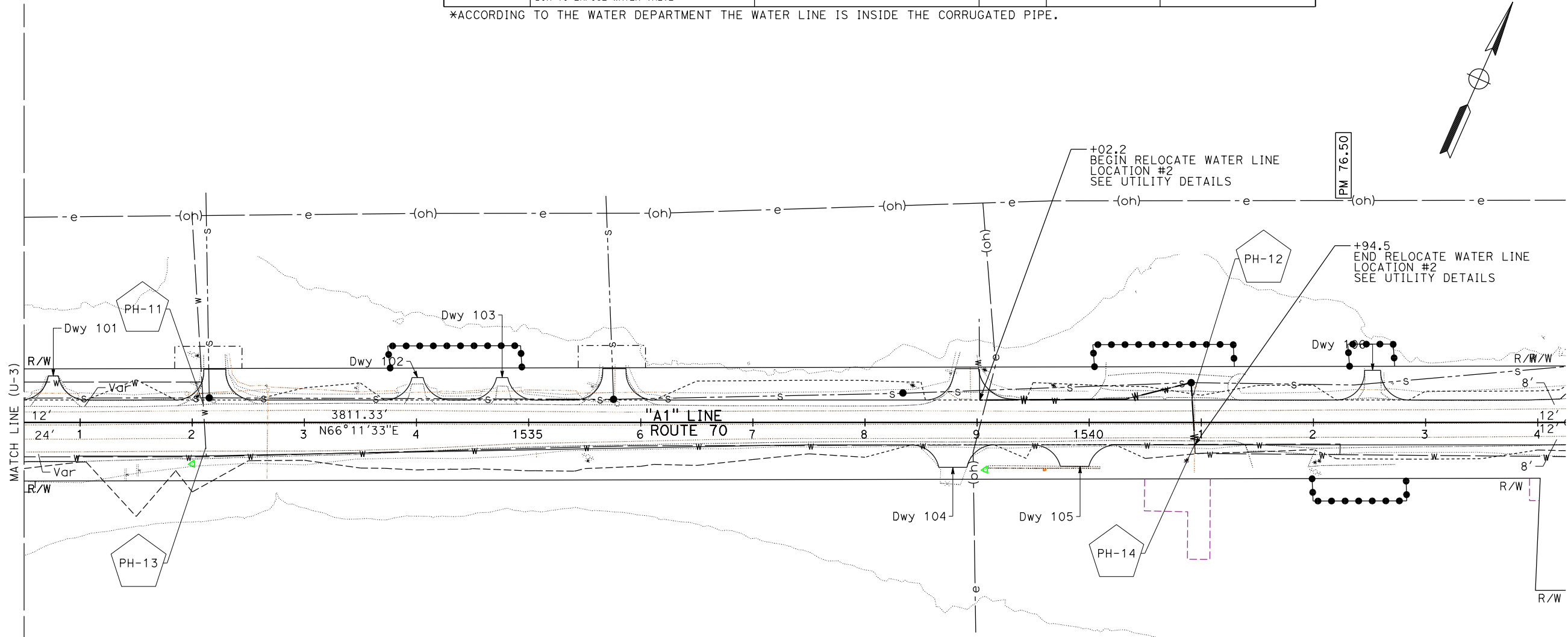
NOTE:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

POSITIVE LOCATION INFORMATION

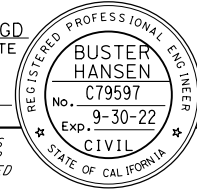
No.	LOCATION	Approx Loc "A" LINE	DEPTH	SIZE/MATERIAL	METHOD
PH-11	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	16' Lt, Sta 1522+10			VACUUMED OUT WV BOX
PH-12	Lt OF "A" LINE; 8' NW OF EDGE OF ROAD. 70" SW OF STORM DRAIN MANHOLE	22' Lt, Sta 1540+92	18"	CORRUGATED PIPE *	POTHOLE
PH-13	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	22' Rt, Sta 1522+12			VACUUMED OUT WV BOX
PH-14	VACUUMED OUT WATER VALVE BOX TO EXPOSE WATER VALVE	20' Rt, Sta 1540+94			VACUUMED OUT WV BOX

*ACCORDING TO THE WATER DEPARTMENT THE WATER LINE IS INSIDE THE CORRUGATED PIPE.



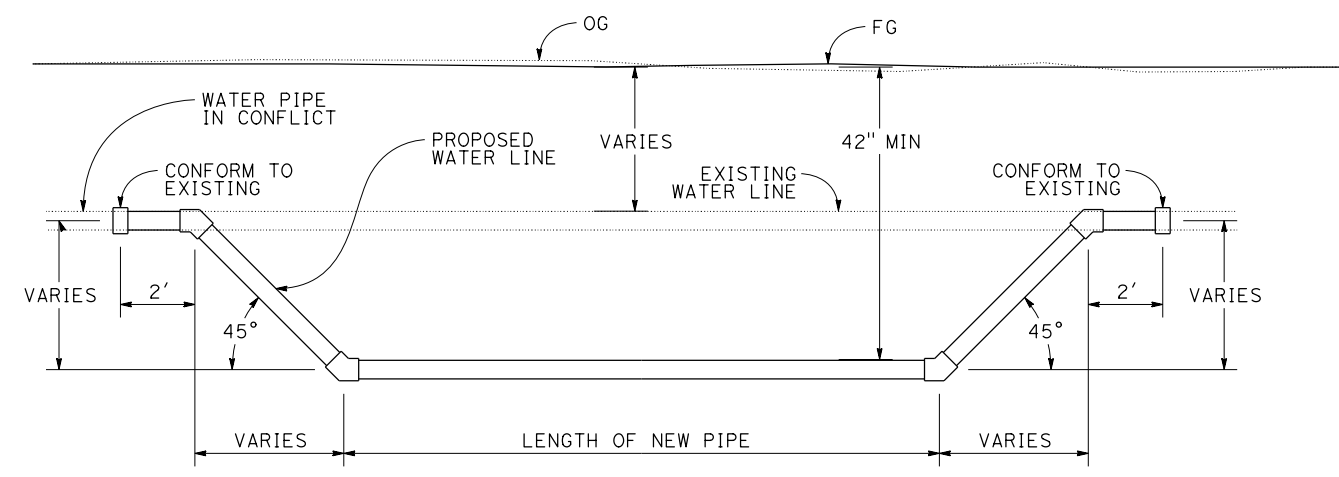
UTILITY PLANS
SCALE: 1" = 50' **U-4**

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 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CHECKED BY:
 CALCULATED-DRAWN BY: BETH A. ELMORE
 REVISIONS: REVISED BY: DATE REVISED:

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Plu	70	58.2/R78.4		
REGISTERED CIVIL ENGINEER			SIGD DATE		
Month day, 2022			PLANS APPROVAL DATE		
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>					

NOTES:

- DIMENSIONS MAY VARY WHEN CONNECTING TO EXISTING FACILITIES.
- RECONNECT ANY EXISTING LATERALS ENCOUNTERED.



WATER LINE RELOCATION DETAIL

WATER LINE RELOCATIONS

LOCATION No.	BEGIN STATION	BEGIN OFFSET	END STATION	END OFFSET	EXISTING COVER	LENGTH OF NEW PIPE	TYPE OF PIPE
1	1521+39.4	36.0' LT	1521+24.4	36.0' LT	24"	500'	6" PVC
2	1539+02.2	20.0' LT	1540+94.3	27.6' RT	18"	250'	6" PVC

\c:\cadd\01str\tr\c+02\proj\3\02\1\h580\des\gn\Plans\510_Plan_Sheets\0216000024kc001.dgn
 STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DESIGN
 FUNCTIONAL SUPERVISOR: ROBERT J. NIXON
 CHECKED BY: BETH A. ELMORE
 REVISIONS: REVISED BY: DATE REVISION:

UTILITY DETAILS
NO SCALE
UD-1

LAST REVISION: 08-03-22 DATE PLOTTED => 22-SEP-2022 TIME PLOTTED => 14:19

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF PORTOLA,
THE COUNTY OF PLUMAS,
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2022 through June 30, 2023 unless terminated sooner as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, some municipal police protection services, duties and functions customarily rendered by a city police department under the statutes of the State of California within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. Such services shall include the following:

- 2.1.1 Enforcement of State statutes;
- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services;
- 2.1.5 In the event the PCSO experiences a shortage of manpower and can not fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the

sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement and PCSO for the services rendered provided under this Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.

6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gullwing Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

7. INDEMNIFICATION

7.1. Claims Arising from Sole Acts or Omissions of County. County hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is

County

Chief Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

City

City Manager
PO. Box 1225
Portola, CA 96122

PCSO

Todd Johns, Sheriff
PO. Box 1106
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

20. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

21. DISPUTE RESOLUTION

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, the parties shall be free to pursue any remedy available to them at law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: _____

Jon Kennedy
Title: City Manager

Date: _____

ATTEST:

By: _____

Jason Shaw
Title: Deputy City Clerk

By: _____

Pat Morton
Title: Mayor, City of Portola

Date: _____

Approved as to Form:

By: _____

Steve Gross
Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

Todd Johns
Title: Sheriff

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

10/4/2022

By: _____

Kevin Goss
Title: Chair of the Board of Supervisors

Date: _____

ATTEST:

By: _____

Heidi White
Title: Clerk of the Board

CITY COUNCIL AGENDA STAFF REPORT

DATE: October 20, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Jon Kennedy, Interim City Manager and Daniel B. Bastian, City Engineer
MEETING: October 26, 2022
SUBJECT: Approval of Q & D Construction Agreement for North Loop Phase 1 Project

Background

This is a follow up from the August 24th, 2022 City Council Meeting “Review the bid opening and award the North Loop Phase 1 project to Q&D Construction LLC”

Recommendation:

Approve the agreement between the City of Portola and Q & D Construction.

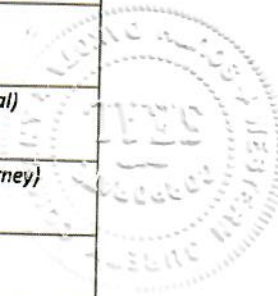
Attachments:

Agreement Package

Premium is included in the performance bond and subject to adjustments based on final contract price.

PAYMENT BOND

<p>Contractor</p> <p>Name: Q&D Construction LLC</p> <p>Address (principal place of business): 1050 S. 21st St. Sparks, NV 89431</p>	<p>Surety</p> <p>Name: <u>Western Surety Company</u></p> <p>Address (principal place of business): 151 N. Franklin St. Chicago, IL 60606</p>
<p>Owner</p> <p>Name: City of Portola</p> <p>Mailing address (principal place of business): P.O. Box 1225 35 Third Ave Portola, CA 96122</p>	<p>Contract</p> <p>Description (name and location): North Loop Phase 1 Joy Way, Portola, CA</p> <p>Contract Price: \$2,209,000</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: \$2,209,000</p> <p>Date of Bond: <u>September 8, 2022</u></p> <p><small>(Date of Bond cannot be earlier than Effective Date of Contract)</small></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><u>Q & D Construction LLC</u> <small>(Full formal name of Contractor)</small></p> <p>By: <u>[Signature]</u> <small>(Signature)</small></p> <p>Name: <u>Jeff Bean</u> <small>(Printed or typed)</small></p> <p>Title: <u>VP-Heavy/Civil</u></p> <p>Attest: <u>[Signature]</u> <small>(Signature)</small></p> <p>Name: <u>Dani Winfield</u> <small>(Printed or typed)</small></p> <p>Title: <u>Project Admin</u></p>	<p>Surety</p> <p><u>Western Surety Company</u> <small>(Full formal name of Surety) (corporate seal)</small></p> <p>By: <u>[Signature]</u> <small>(Signature) (Attach Power of Attorney)</small></p> <p>Name: <u>Andrea Cantlon</u> <small>(Printed or typed)</small></p> <p>Title: <u>Attorney-In-Fact</u></p> <p>Attest: <u>[Signature]</u> <small>(Signature)</small></p> <p>Name: <u>Shelly Demaray</u> <small>(Printed or typed)</small></p> <p>Title: <u>Witness</u></p>
<p><small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.

- 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will

be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform

and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

STATE OF Nevada

COUNTY OF Washoe

}

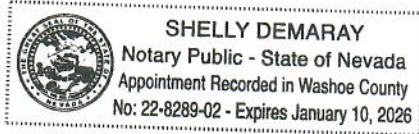
On September 8, 2022, before me, Shelly Demaray, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Shelly Demaray (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

_____ TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ SIGNER(S) OTHER THAN NAMED ABOVE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.

WESTERN SURETY COMPANY



Paul T. Bruflat

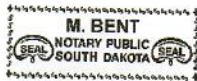
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

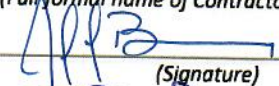


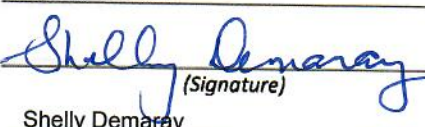
ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

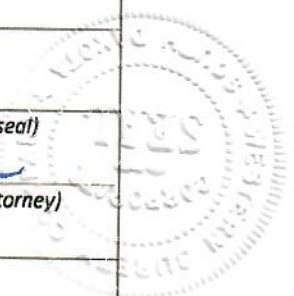
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Bond No. 30156897
 Premium is subject to adjustments
 based on final contract price.
 Premium: \$10,441.00

PERFORMANCE BOND

Contractor Name: Q&D Construction LLC Address (principal place of business): 1050 S. 21st St. Sparks, NV 89431	Surety Name: Western Surety Company Address (principal place of business): 151 N. Franklin St. Chicago, IL 60606
Owner Name: City of Portola Mailing address (principal place of business): P.O. Box 1225 35 Third Ave Portola, CA 96122	Contract Description (name and location): North Loop Phase 1 Joy Way, Portola, CA Contract Price: \$2,209,000 Effective Date of Contract: _____
Bond Bond Amount: \$2,209,000 Date of Bond: September 8, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Q & D Construction LLC <i>(Full formal name of Contractor)</i>	Surety Western Surety Company <i>(Full formal name of Surety) (corporate seal)</i>
By: <u></u> <i>(Signature)</i> Name: <u>Jeff Bean</u> <i>(Printed or typed)</i> Title: <u>VP-Heavy Civil</u>	By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Andrea Cantlon</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u>
Attest: <u></u> <i>(Signature)</i> Name: <u>Dani Winfield</u> <i>(Printed or typed)</i> Title: <u>Project Admin</u>	Attest: <u></u> <i>(Signature)</i> Name: <u>Shelly Demaray</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

- damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

STATE OF Nevada
COUNTY OF Washoe }

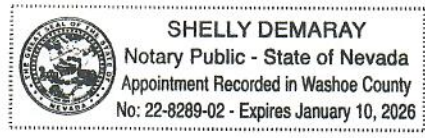
On September 8, 2022, before me, Shelly Demaray, Notary Public
(here insert name of notary)

personally appeared Andrea Cantlon
(name(s) of Signer(s))

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

WITNESS my hand and official seal.

Signature Shelly Demaray (SEAL)



This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teri Lynn Wood, Patricia Owens, Nick Rossi, Nina Dedeker, Andrea Cantlon, Peter Kitowski, Carey Morgan, Shelly Demaray, Individually

of Reno, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2022.



WESTERN SURETY COMPANY

Paul T. Bruffat

Paul T. Bruffat, Vice President

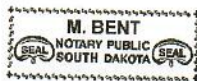
State of South Dakota }
County of Minnehaha }

ss

On this 27th day of April, 2022, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation: that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Portola ("Owner") and Q&D Construction LLC ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Special Provisions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Remove and Reconstruct Joy Way roadway with HMA over AB. Remove and construct new concrete sidewalk, curb ramps, retaining wall and pedestrian cross walks. Relocate/construct water services, sewer facilities and drainage facilities as noted on the plans.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: North Loop Phase 1

ARTICLE 2—ENGINEER

- 2.01 The Owner has retained Bastian Engineering Inc ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 3—CONTRACT TIMES

- 3.01 *Time is of the Essence*
- A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times: Days*
- A. The Work will be substantially complete within 120 days after the date indicated in the Notice to Proceed. It is anticipated that the Notice to Proceed will be issued in the Spring of 2023 as mutually agreed to with the Contractor.
- 3.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence once the Notice to Proceed has been issued as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) per Section 8-1.07C of the REVISED STANDARD SPECIFICATIONS APPLICABLE TO THE 2018 EDITION.

ARTICLE 4—CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum as indicated in the bid schedule below.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	999990	MOVE-IN/MOVE-OUT	LS	LUMP SUM		189,856.50
2	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM		1,750.00
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM		12,000.00
4	120100	TRAFFIC CONTROL	LS	LUMP SUM		160,000.00
5	128652	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM		10,000.00
6	130100	JOB SITE MANAGEMENT	LS	LUMP SUM		14,000.00
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM (WPCP)	LS	LUMP SUM		4,000.00
8		INSTALL SWPPP BMPS	LS	LUMP SUM		7,500.00
9	146007	INVASIVE SPECIES CONTROL	LS	LUMP SUM		2,600.00
10	170103	CEARING AND GRUBBING	LS	LUMP SUM		13,800.00
11		SAW CUT	LF	410	7.65	3,136.50
12	760020	EXPLORATION HOLE - POT HOLE WATER AND SEWER LINES FOR LOCATION AND DEPTH	EA	53	1,400.00	74,200.00
13	130730	STREET SWEEPING	LS	LUMP SUM		30,000.00
14	398200	COLD PLAN ASPHALT CONCRETE PAVEMENT	SQYD	5420	2.85	15,447.00
15		REMOVE ASPHALT CONCRETE GRINDINGS TO CITY SEWER POND STOCKPILE	LS	LUMP SUM		12,000.00

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
16	73170	REMOVE CONCRETE CURB	LF	6	185.00	1,110.00
17	731840	REMOVE CONCRETE CURB, GUTTER AND SIDEWALK & DISPOSAL	SQFT	6216	4.50	27,972.00
18	731820	REMOVE CONCRETE DRIVEWAY & DISPOSAL	CY	30	460.00	13,800.00
19	710132	REMOVE CULVERTS	LF	240	109.00	26,160.00
20	194001	DITCH EXCAVATION	CY	40	195.00	7,800.00
21	190101	ROADWAY EXCAVATION	CY	2450	52.20	127,890.00
22		SIDEWALK, RAMPS AND DRIVEWAY EXCAVATION	CY	221	79.00	17,459.00
23	192037	STRUCTURE, RETAINING WALL EXCAVATION	CY	120	136.00	16,320.00
24		CONCRETE VALLEY GUTTER EXCAVATION	CY	26	110.00	2,860.00
25	198210	SUBGRADE ENHANCEMENT CLASS 3B	SQYD	5500	4.65	25,575.00
26	260203	CLASS 2 AGGREGATE SUBBASE	CY	2380	159.00	378,420.00
27	190185	CLASS 2 AGGREGATE CURB BACKING	TON	100	167.00	16,700.00
28	723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B	CY	30	322.00	9,660.00
29	729012	ROCK SLOPE FABRIC CLASS 10	SQYD	50	18.35	917.50
30	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM		1,518.00
31	730045	MINOR CONCRETE, A2-6 CURB AND GUTTER	CY	164	818.00	134,152.00
32	730020	MINOR CONCRETE, A1-6 MODIFIED	CY	11	1,878.00	20,658.00
33	730020	MINOR CONCRETE, A1-6 RETAINING CURB	CY	14	1,812.00	25,368.00
34	731521	MINOR CONCRETE, 4" SIDEWALK	CY	140	552.00	77,280.00
35	731516	MINOR CONCRETE, DRIVEWAY (6")	CY	80	536.00	42,880.00
36	731516	MINOR CONCRETE, 6" CONCRETE VALLEY GUTTER	CY	24	1,160.00	27,840.00

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
37	731502	MINOR CONCRETE, CURB RAMP	CY	31	837.00	25,947.00
38	730070	CURB RAMP DETECTABLE WARNING SURFACE	SQFT	274	57.00	15,618.00
39	193013	STRUCTURAL BACKFILL, RETAINING WALL	CY	175.6	180.00	31,608.00
40	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	92	1,446.00	133,032.00
41	731502	INSTALL PRECAST CONCRETE DROP INLET AND GRATE	EA	5	4,203.00	21,015.00
42	707117	INLET DEPRESSION	CY	3.5	925.00	3,237.50
43	390132	HOT MIX ASPHALT (TYPE A)	TON	1,426	169.00	240,994.00
44	394060	DATA CORE	LS	LUMP SUM		3,132.00
45	397005	TACK COAT	TON	10	262.00	2,620.00
46	610112	24" CORRUGATED STEEL PIPE (0.138" THICK)	LF	110	252.00	27,720.00
47	610107	15" CORRUGATED STEEL PIPE (0.138" THICK)	LF	80	194.00	15,520.00
48	610103	12" CORRUGATED STEEL PIPE (0.138" THICK)	LF	50	268.00	13,400.00
49	610100	6" CORRUGATED STEEL PIPE (0.138" THICK)	LF	30	180.00	5,400.00
50	705015	24" STEEL FLARED END SECTION	EA	1	1,945.00	1,945.00
51	782120	RELOCATE MAILBOX CLUSTER	EA	2	4,051.00	8,102.00
52	840555	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), CROSS WALK	LF	700	11.00	7,700.00
53	840560	4" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3200	1.60	5,120.00
54	840560	6" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	1.60	5,120.00
55	840555	12" THERMOPLASTIC LIMIT LINE AND STOP LINE	SQ. FT.	70	11.00	770.00
56		THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	200	1.60	320.00

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
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43	390132	HOT MIX ASPHALT (TYPE A)	TON	1,426	169.00	240,994.00
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48	610103	12" CORRUGATED STEEL PIPE (0.138" THICK)	LF	50	268.00	13,400.00
49	610100	6" CORRUGATED STEEL PIPE (0.138" THICK)	LF	30	180.00	5,400.00
50	705015	24" STEEL FLARED END SECTION	EA	1	1,945.00	1,945.00
51	782120	RELOCATE MAILBOX CLUSTER	EA	2	4,051.00	8,102.00
52	840555	12" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), CROSS WALK	LF	700	11.00	7,700.00
53	840560	4" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3200	1.60	5,120.00
54	840560	6" THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	3,200	1.60	5,120.00
55	840555	12" THERMOPLASTIC LIMIT LINE AND STOP LINE	SQ. FT.	70	11.00	770.00
56		THERMOPLASTIC TRAFFIC STRIPE, SPRAYABLE	LF	200	1.60	320.00

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
57	840515	THERMOPLASTIC MARKING, BICYCLE, A24C (8 @ 7 sq. ft. ea.)	SQ. FT.	56	13.00	728.00
58		THERMOPLASTIC MARKING, "STOP" (4 @ 22 sq. ft. ea.)	SQ. FT.	88	13.00	1,144.00
59	820270	REMOVE AND RELOCATE ROADSIDE SIGN (WOOD POST)	EA	4	409.00	1,636.00
60	820280	REMOVE AND RELOCATE ROADSIDE SIGN (METAL POST)	EA	1	409.00	409.00
61		REMOVE, REPLACE AND/OR DISPOSE LANDSCAPE MATERIALS	LS	LUMP SUM		26,625.00
62		REMOVE AND RELOCATE DELIVERY BOXES	EA	2	585.00	1,170.00
63		RELOCATE SPRINKLER SYSTEM	LS	LUMP SUM		2,921.00
64	710208	ADJUST GATE VALVE BOX TO CONFORM TO NEW AC PAVEMENT GRADE. INSTALL NEW CONCRETE COLLAR.	EA	8	1,065.00	8,520.00
65	780258	ADJUST SEWER MANHOLE FRAME AND COVER. INSTALL NEW CONCRETE COLLAR.	EA	7	1,433.00	10,031.00
66		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX IN SIDEWALK	EA	3	4,045.00	12,135.00
67		CONSTRUCT NEW WATER METER ASSEMBLY AND BOX OUTSIDE SIDEWALK	EA	5	4,190.00	20,950.00
68		1' CONCRETE DRIVEWAY TRANSITIONS/CONFORMS. Includes removal, disposal, subgrade preparation, and concrete placement.	CY	3.0	927.00	2,781.00
TOTAL BASE BID						\$2,209,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. All Work, at the prices stated in Contractor's Bid, are shown in the table in this Article.

ARTICLE 5—PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Standard Specifications or Revised Special Provisions. Applications for Payment will be processed by Engineer as provided in the Specifications.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the Specifications (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract and Standard Specifications.

- a. 95 percent of the value of the Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to the Specifications.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with the Standard Specifications.

5.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. 2018 Standard Specifications, (not attached but incorporated by reference).
 - 4. 2018 Standard Plans, (not attached but incorporated by reference).

5. 2018 Revised Standard Specifications, (not attached but incorporated by reference).
6. Drawings (not attached but incorporated by reference) consisting of 74 sheets with each sheet bearing the following general title: North Loop Phase 1 – Joy Way
7. Addenda (numbers 1 to 3, inclusive) (not attached but incorporated by reference).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Contractors and Special Provisions, dated August 8, 2022. (not attached but incorporated by reference).
 - b. Bidding email communications to all bidders. (not attached but incorporated by reference).
 - c. Contract Required Certificates of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

Owner:
City of Portola
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Pat Morton
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

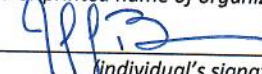
Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Q&D Construction LLC
(typed or printed name of organization)

By: 
(individual's signature)

Date: 9-13-2022
(date signed)

Name: Jeff Bean
(typed or printed)

Title: VP - Heavy/Civil
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Project Administrator
(typed or printed)

Address for giving notices:
1050 South 21st Street
Sparks, NV 89431

Designated Representative:
Name: Jordan Ranson
(typed or printed)

Title: Project Engineer
(typed or printed)

Address: 1050 South 21st Street
Sparks, NV 89431

Phone: 775-302-6221

Email: jranson@qdconstruction.com

License No.: 427988
(where applicable)

State: California



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	CONTACT NAME: Mary Hearron PHONE (A/C, No, Ext): (775)996-6000 E-MAIL ADDRESS: mary.hearron@lpins.net	FAX (A/C, No): (775)473-9288
	INSURER(S) AFFORDING COVERAGE	
INSURED Q&D Construction, LLC Q&D Group Invesco, LLC P.O. Box 10865 Reno NV 89510	INSURER A: Old Republic Insurance Company NAIC # 24147	
	INSURER B: Imperium Ins Co NAIC # 35408	
	INSURER C: Starr Indemnity & Liability Co. NAIC # 38318	
	INSURER D: Berkley National Insurance Company NAIC # 38911	
	INSURER E: Berkley Assurance Company NAIC # 25674	
	INSURER F: Travelers Property Cas. Co. of America NAIC # 39462	

COVERAGES

CERTIFICATE NUMBER: 2022 GL/Auto/WC/Excess/Po

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MWZY31654722	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Electronic Data Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X.C.U. Coverage						PERSONAL & ADV INJURY \$ 2,000,000
E	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PCAB50180090122	1/1/2022	1/1/2023	PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> OTHER: Pollution/Professional						Poll Prof Retention \$25,000 \$ 5,000,000
A	AUTOMOBILE LIABILITY			MWTB31654822	5/31/2022	5/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Pollution Liability Broadened Cov \$ Included
B CD	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ARUIICCX000005800 1st \$5M	5/31/2022	5/31/2023	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			1000587803221 2nd \$15M Layer	5/31/2022	5/31/2023	AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CEX0960401402 3rd \$5M Layer	5/31/2022	5/31/2023	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC31654622	5/31/2022	5/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Contractors Equip \$5,000 Ded			QT6303E976182TIL22	1/1/2022	1/1/2023	Scheduled Equipment \$51,171,891
							Leased/Rented Equipment \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Portola North Loop Phase 1 - Project No. 22-PORTOLA STIP

See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status for City of Portola, agents and employees.

CERTIFICATE HOLDER

bastianengineeringinc@gmail.c

City of Portola
 c/o Bastian Engineering
 211 Poplar Valley Rd.
 Blairsden, CA 96103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Hearron/MARY

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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

Continued from Description of Operations Section:

NAMED INSURED: Q&D GROUP INVESCO, LLC; Q&D CONSTRUCTION, LLC

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by Named Insured prior to loss, in accordance with the noted policy(ies): Additional Insured Status is determined by attached GL Form #CG20 10 12 19, CG 20 37 12 19, CG 20 11 12 19, CG 20 18 12 19, CG 20 34 12 19, CG 20 38 12 19, CG 20 40 12 19 and Auto Form #PCA 048 09 19; Waiver of Subrogation Status is determined by GL Form CG 24 04 12 19, Auto Form PCA 024 10 13, Workers Compensation Form # WC 00 03 13; Primary and Non-Contributory status is determined by GL Form CG 20 01 12 19 and Auto #PCA 048 0919. Electronic Data Liability as per CG 04 37 04 13, attached. Equipment Loss Payee form CM T5 60 01 10 applies per attached. Hired auto physical damage applies per form PCA 169 04 17. Auto additional insured and loss payee applies per form CA 20 01 10 13. Hired auto physical damage and scheduled auto deductibles are \$1,000 deductible comprehensive and \$1,000 deductible collision, Actual Cash Value, limited to \$500,000.

Additional Named Insureds

Other Named Insureds

Battle Born Materials LLC	Limited Liability Company, Additional Named Insured
Dianda Family Limited Partnership	Additional Named Insured
G2G Equipment, LLC	Limited Liability Company, Additional Named Insured
Mustang Assets Company LLC	Limited Liability Company, Additional Named Insured
N.L. Dianda & Sons, Ltd.	Additional Named Insured
Q&D Construction Inc.	Additional Named Insured
Q&D Contruction, LLC	Additional Named Insured
Swank Enterprises Q&D Construction, LLC a Montana L	Limited Liability Company, Additional Named Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATEDSITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any persons or organizations requiring a waiver of transfer of rights of recovery pursuant to the terms of any contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional “insured”, but only with respect to “accidents” arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the “insured” person(s) or organization(s) shown in the above Schedule provided that:

1. Such “insured” is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

POLICY NUMBER: MWC31654622

Q&D Group Invesco, LLC

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 10/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Loss Of Electronic Data Limit: \$ 2,000,000.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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A. Exclusion 2.p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

B. The following paragraph is added to Section III – Limits Of Insurance:

Subject to 5. above, the Loss of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. The following definition is added to the Definitions section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the Definitions section is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): Any premises or part thereof leased to you</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): Any and all persons or organizations contractually requiring additional insured status as the manager or lessor of premises</p>
<p>Additional Premium: \$ Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization contractually requiring additional insured status as the mortgagee, assignee or receiver	Any premises or part thereof leased to you
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Q & D Construction LLC and Q & D Construction Inc./ Mustang Assets, LLC: # QT6303E976182TIL22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO PHYSICAL DAMAGE LIMITS OF INSURANCE AND DEDUCTIBLE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO DECLARATIONS
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Limit of Insurance: \$ 75,000

- A.** The following provisions apply to **ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS** on the Business Auto Declarations.

Physical Damage Comprehensive Coverage and Physical Damage Collision Coverage Deductibles are changed as shown below:

PHYSICAL DAMAGE COMPREHENSIVE COVERAGE

ACTUAL CASH VALUE OR COST OF REPAIR OR THE LIMIT OF INSURANCE
SHOWN IN THE ABOVE SCHEDULE, WHICHEVER IS LESS, MINUS

\$ 1,000

DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO
LOSS CAUSED BY FIRE OR LIGHTNING.

PHYSICAL DAMAGE COLLISION COVERAGE

ACTUAL CASH VALUE OR COST OF REPAIR OR THE LIMIT OF INSURANCE
SHOWN IN THE ABOVE SCHEDULE, WHICHEVER IS LESS, MINUS

\$ 1,000

DEDUCTIBLE FOR EACH COVERED AUTO.

The Declarations are changed to conform with the above.

- B.** Only with respect to covered "autos" that are leased, hired, rented or borrowed, **SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance**, Paragraph 1.a. is replaced by the following:

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1)** The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3)** The Limit of Insurance shown in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Q&D Group Invesco, LLC
Endorsement Effective Date: 5/31/2022

SCHEDULE

Insurance Company: Old Republic Insurance Company	
Policy Number:	Effective Date:
Expiration Date: 5/31/23	
Named Insured: Q&D Group Invesco, LLC	
Address: P.O. Box 10865 Reno, NV 89510	
Additional Insured (Lessor): As required by written contract	
Address:	
Designation Or Description Of "Leased Autos": Leased Autos required by written contract	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.