

CONTRACT

BETWEEN

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

AND

SPINIELLO INFRASTRUCTURE WEST, INC.  
(A Corporation)

FOR

THE CONSTRUCTION OF  
DISTRICT 2 INTERCEPTOR TRUNK SEWER REHABILITATION

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

This agreement for public works construction (“Agreement”) is dated \_\_\_\_\_ and is between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the County Sanitation District Act, California Health & Safety Code, Division 5, Part 3, Chapter 3, Sections 4700 et seq. (the “District”), and

SPINIELLO INFRASTRUCTURE WEST, INC.  
(Corporation)

(the “Contractor”).

The District and the Contractor agree, as follows:

FIRST: The Contractor shall furnish all tools, equipment, labor, and material necessary to perform and complete, and to faithfully perform and complete, in good and workmanlike manner, the construction of

**DISTRICT 2 INTERCEPTOR TRUNK SEWER REHABILITATION**

(the “Work”), all in accordance with the Plans (Drawing No. 02-P-0160), the Special Provisions, and the Standard Specifications for Public Works Construction, 2018 Edition, complete with the District’s Amendments to the Standard Specifications, 2018 Edition, which are on file in the Office of the Chief Engineer of the District at 1955 Workman Mill Road, Whittier, California, 90601 (the “Contract Documents”). The Contract Documents and the proposal of the Contractor, which is also on file in the Office of the Chief Engineer, are incorporated by reference and made a part of this Agreement.

SECOND: The Contractor shall furnish all necessary tools, equipment, labor, and materials and shall perform and complete the Work as required or indicated by the Contract Documents under the direction and to the satisfaction of the District’s Chief Engineer.

THIRD: The Contractor shall diligently prosecute the Work to ensure the completion of the Work within 340 working days of the date in the Notice to Proceed to be issued by the District’s Chief Engineer as provided in the Contract Documents.

FOURTH: Pursuant to applicable provisions of the California Labor Code, the Contractor shall pay all workers employed on the Work by the Contractor, or by any subcontractor doing or contracting to do any part of the Work, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, for each craft or type of worker needed to perform the Work, as ascertained by the Director of the Department of Industrial Relations. In the event of non-compliance, the Contractor will be subject to the penalties provided in Labor Code Section 1775. No contractor or subcontractor may be listed on a bid proposal or awarded a contract or subcontract for this project unless it is registered with the Department of Industrial Relations and pays the required \$300 registration fee pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall keep and certify an accurate payroll record in accordance with the provisions of Labor Code Section 1776. The Contractor shall make its payroll record available for inspection in accordance with California Labor Code Section 1776, and shall be subject to the penalties provided in that Section in the event of noncompliance. The District may withhold any penalties assessed against the Contractor from progress payments then due.

A copy of the listing of general prevailing wage rates may be obtained from the State of California Department of Industrial Relations, Director's Office of Policy, Research and Legislation, Prevailing Wage Unit, at (415) 703-4774 or by visiting their web site at "www.dir.ca.gov".

As provided in Labor Code Section 1810, eight hours constitutes a legal day's work.

FIFTH: The District is authorized to withhold a portion of the amounts due Contractor as retention pending completion of the Work. At the request and expense of the Contractor, securities equivalent to amounts withheld as retention may be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall deliver the retention or retained securities to the Contractor upon satisfactory completion of the Work. This option provided to Contractor is currently provided for in California Public Contract Code Section 22300. Should that section cease to be effective, the Contractor will not have this option as to any progress payment paid or payable after the date the section ceases to be effective. Securities eligible for deposit under California Public Contract Code Section 22300 may only include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any interest earned on the deposited amounts.

SIXTH: The Contractor shall comply with Section 1777.5 of the Labor Code. Responsibility for compliance with this Section for all apprenticeable occupations shall be fixed with the Contractor.

SEVENTH: In consideration of the full and satisfactory performance of this Agreement, the District shall pay the Contractor, and the Contractor shall accept in full and final payment for the Work, the following prices for the different classes or units of work specified, namely:

**Item 1** – For mobilization, including but not limited to, potholing in accordance with Section 3.6 of the Special Provisions, bonds, insurance, submittals, construction schedule, traffic control plans, implementation of web-based project management protocol, and setup of storage yard, the lump sum of \$300,000.00.

**Item 2** – For rehabilitation of approximately 1,516 linear feet of 48-inch diameter reinforced concrete pipe (RCP) sewer between Manholes 02-1390 and 02-1398, between Manholes 02-1399 and 02-1402, and between Manholes 02-1405 and 02-1407.

- a) For rehabilitation of approximately 1,361 linear feet of 48-inch diameter reinforced concrete pipe (RCP) sewer by sliplining with 42-inch diameter fiberglass liner pipe, including potholing of utilities; construction of insertion pits; installation of odor scrubbers; installation and removal of test section; grouting of annular space; closure of insertion pits; backfill and compaction; traffic control; cleaning and removal of debris; pre- and post-lining closed circuit television (CCTV) inspection; site restoration; and all work and materials incidental thereto, the unit price of \$1,085.00 per linear foot.
- b) For rehabilitation of approximately 155 linear feet of 48-inch diameter reinforced concrete pipe (RCP) sewer by open trench sliplining with 42-inch diameter fiberglass liner pipe between approximate Stations 72+10 and 72+43, between approximate Stations 91 + 17 and 91+44, between approximate Stations 94+24 and 94+58, and between approximate Stations 95+89 and 96+50, including potholing of utilities; verification of curve data; open trenching of curves; grouting of annular space; closure of insertion pits; backfill and compaction; traffic control; cleaning and removal of debris; pre- and post-lining closed circuit television (CCTV) inspection; site restoration; and all work and materials incidental thereto, the unit price of \$3,300.00 per linear foot.

**Item 3** – For rehabilitation of approximately 2,142 linear feet of 54-inch diameter reinforced concrete pipe (RCP) sewer by sliplining with 48-inch diameter fiberglass liner pipe between Manholes 02-1391 and 02-1394, including potholing of utilities; construction of insertion pits; installation of odor scrubbers; installation and removal of test section; grouting of annular space; closure of insertion pits; backfill and compaction; traffic control; cleaning and removal of debris; pre- and post-lining closed circuit television (CCTV) inspection; site restoration; and all work and materials incidental thereto, the unit price of \$690.00 per linear foot.

**Item 4** – For rehabilitation of approximately 3,111 linear feet of 57-inch diameter reinforced concrete pipe (RCP) sewer between Manholes 02-1390 and 02-1391, and between Manholes 02-1394 to 02-1398.

- a) For rehabilitation of approximately 3,029 linear feet of 57-inch diameter reinforced concrete pipe (RCP) sewer by sliplining with 51-inch diameter fiberglass liner pipe, including potholing of utilities; construction of insertion pits; installation of odor scrubbers; installation and removal of test section; grouting of annular space; closure of insertion pits; backfill and compaction; traffic control; cleaning and removal of debris; pre- and post-lining closed circuit television (CCTV) inspection; site restoration; and all work and materials incidental thereto, the unit price \$950.00 per linear foot.
- b) For rehabilitation of approximately 82 linear feet of 57-inch diameter reinforced concrete pipe (RCP) sewer by open trench sliplining with 51-inch diameter fiberglass liner pipe between approximate Stations 43+71 and 43+78, between approximate Stations 44+00 and 44+10, between approximate Stations 51+92 and 52+25, and between approximate Station 52+60 and 52+92, including potholing of utilities; verification of curve data; open trenching of curves; grouting of annular space; closure of insertion pits; backfill and compaction; traffic control; cleaning and removal of debris; pre- and post-lining closed circuit television (CCTV) inspection; site restoration; and all work and materials incidental thereto, the unit price of \$1,670.00 per linear foot.

***FOR ITEMS 5 TO 7 ONLY: The District reserves the right to use all or none or any portion of the bid items without renegotiation of the bid price.***

**Item 5** – For the construction of approximately 30 linear feet of concrete encasement with a plastic liner with locking extensions on the 63-inch siphon upleg between Manhole 02-1412 and Station 38+20 and on the 63-inch siphon downleg between Manhole 02-1413 and Station 38+50, including excavation, disposal, shoring, plating, remove and replacement of exposed VCP airlines, backfilling and resurfacing, site restoration; and all work and materials incidental thereto, as directed by the Engineer:

- a) For installation of approximately 30 linear feet of concrete top encasement without stainless steel plate as shown on Sheet C-13 of the Plans, the unit price of \$7,400.00 per linear foot.
- b) For procurement and installation of approximately 10 linear feet of the stainless steel plate as directed by the Engineer, and as shown on Sheet C-13 of the Plans, the unit price of \$615.00 per linear foot.

**Item 6** – For the construction of approximately 96 linear feet of concrete encasement with a plastic liner with locking extensions on the 54-inch siphon upleg between Manhole 02-1419 and Station 70+81 and on the 54-inch siphon downleg between Manhole 02-1420 and Station 71+01, including excavation, disposal, shoring, plating, remove and replacement of VCP airlines, backfilling and resurfacing, site restoration; and all work and materials incidental thereto, as directed by the Engineer:

- a) For installation of approximately 96 linear feet of concrete top encasement without stainless steel plate as shown on Sheet C-13 of the Plans, the unit price of \$4,390.00 per linear foot.

- b) For procurement and installation of approximately 10 linear feet of the stainless steel plate as directed by the Engineer, and as shown on Sheet C-13 of the Plans, the unit price of \$615.00 per linear foot.

**Item 7** – For the construction of approximately 68 linear feet of concrete encasement with a plastic liner with locking extensions on the 60-inch siphon upleg between Manhole 02-1422 and Station 11+10 and on the 60-inch siphon downleg between Manhole 02-1423 and Station 11+70, including excavation, disposal, shoring, plating, remove and replacement of VCP airlines, backfilling and resurfacing, site restoration; and all work and materials incidental thereto, as directed by the Engineer:

- a) For installation of approximately 68 linear feet of concrete top encasement without stainless steel plate as shown on Sheet C-13 of the Plans, the unit price of \$5,320.00 per linear foot.
- b) For procurement and installation of approximately 10 linear feet of the stainless steel plate as directed by the Engineer, and as shown on Sheet C-13 of the Plans, the unit price of \$615.00 per linear foot.

**Item 8** – For re-connecting approximately six (6) existing house connections within the proposed fiberglass liner pipe, and all work and materials incidental thereto, the unit price of \$24,000.00 each.

**Item 9** – For the rehabilitation of approximately nineteen (19) existing manholes using polyurethane protective coating system as specified in Section 10A of the Special Provisions, including traffic control and all work and materials incidental thereto, the unit price of \$10,000.00 each.

**Item 10** – For the rehabilitation of one (1) existing junction: structure (JC 02-1400) using epoxy protective coating system as specified in Section 10 of the Special Provisions, including traffic control and all work and materials incidental thereto, the unit price of \$80,000.00 each.

**Item 11** – For the rehabilitation of one (1) existing junction structure (JC 02-1390) with removal of existing Linabond lining system and using epoxy protective coating system as specified in Section 10 of the Special Provisions, including traffic control and all work and materials incidental thereto, the unit price of \$83,000.00 each.

***FOR ITEMS 12 TO 20 ONLY: The District reserves the right to use all or none or any portion of the bid items without renegotiation of the bid price.***

**Item 12** – For the modification of five (5) existing siphon manholes by replacing the manhole shaft and roof with plastic liner with locking system, and using an epoxy protective coating system for the manhole structure walls as specified in Section 3.8 of the Special Provisions and as shown on Plans, including shoring, plating, backfilling, site restoration, and implementation of traffic control and all work and materials incidental thereto, the unit price of \$66,000.00 each.

**Item 13** – For the rehabilitation of one (1) existing siphon manholes using cured-in-place fiberglass manhole lining system on the shaft and epoxy protective coating system on the roof and walls of the base as specified in Section 3.8 of the Special Provisions and as shown on Plans, including traffic control and all work and materials incidental thereto, the unit price of \$27,000.00 each.

**Item 14** – For the removal of existing 21-inch Garfield Avenue Diversion Trunk Connection A from service at Manhole No. 02-1209, per Section 3,10 of the Special Provisions, including construction of bulkhead, flow bypass, flowable fill, removal of debris, dewatering, and traffic control and all work and materials incidental thereto, the lump sum of \$13,000.00.

**Item 15** – For repair of approximately 1,500 square feet of damaged turf at the Bell Gardens Golf Course in accordance with Section 3.5.1 of the Special Provisions, and all work and materials incidental thereto, as directed by the Engineer, the unit price of \$14.00 per square foot.

**Item 16** – For removal and replacement of two (2) trees in accordance with Section 5 of the Special Provisions, and all work and materials incidental thereto, as directed by the Engineer, the unit price of \$3,300.00 each.

**Item 17** – For removal and disposal of approximately 5 cubic yards of unsuitable backfill material and replacement of the same imported material, and all work and materials incidental thereto, the unit price of \$1,650.00 per cubic yard.

**Item 18** – For removing, handling, stockpiling, covering, transporting and disposing at an approved facility off-site approximately 1 cubic yard of contaminated soil, including all work appurtenant thereto, as directed by the Engineer, the unit price of \$1,350.00 per cubic yard.

**Item 19** – For the furnishing, placing, maintaining, removing, and disposing of approximately 70 tons of temporary resurfacing, including all work appurtenant thereto, the unit price of \$180.00 per ton.

**Item 20** – For the payment of permit application fees and other direct costs associated with obtaining the required permits as stated in Section 2-2 of the Standard Specifications, to be paid at the Engineer’s discretion, the allowance sum of \$50,000.00.

Each party is signing this Agreement on the date stated opposite that party’s signature.

COUNTY SANITATION DISTRICT NO. 2 OF  
LOS ANGELES COUNTY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board

APPROVED AS TO FORM  
LEWIS BRISBOIS BISGAARD & SMITH LLP

BONDS AND INSURANCE APPROVED:

By: \_\_\_\_\_  
District Counsel

By: \_\_\_\_\_  
Secretary to the Board

SPINIELLO INFRASTRUCTURE WEST, INC.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, SPINIELLO INFRASTRUCUTE WEST, INC.  
(Corporation)

as Principal, and (Name)  
(Address)

as Surety, jointly and severally, and on behalf of our heirs, executors, administrators, successors and assigns, shall pay to COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (the "District") the sum of EIGHT MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED FIVE DOLLARS AND NO CENTS - (\$8,771,105.00) -.

The consideration for this obligation is the District's award of the attached contract to Principal for the construction of

**DISTRICT 2 INTERCEPTOR TRUNK SEWER REHABILITATION**

("Work"). The Principal is required to give this bond upon execution of the contract.

If the Principal fully performs all of the Work in accordance with all of the requirements of the contract and in the manner and at the times specified in the contract, then the Principal's and Surety's obligation under this bond shall be null and void, otherwise it shall be and remain in full force and effect.

Changes or alterations in the Work made pursuant to the terms of the contract will not in any way release either the Principal or Surety, nor shall any extensions of time granted under the provisions of the contract, release either the Principal or Surety. Notice of any changes or alterations or extensions of the contract is hereby waived by the Surety.

If changes or alterations are made in the contract or the Work that alter the general character of the Work, or that increase the total amount to be paid to the Contractor by more than twenty-five percent (25%), the District or Principal shall first obtain the written consent of the Surety.

The Principal and Surety are signing this bond for faithful performance on \_\_\_\_\_.

SPINIELLO INFRASTRUCTURE WEST, INC.  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Board of Directors of the District

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, SPINIELLO INFRASTRUCTURE WEST, INC.  
(Corporation)

as Principal, and (Name)  
(Address)

as Surety, jointly and severally, and on behalf of our heirs, executors, administrators, successors and assigns, shall pay to COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (the "District") the sum of EIGHT MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED FIVE DOLLARS AND NO CENTS - (\$8,771,105.00) -.

This bond is in accordance with Section 9554 of the Civil Code of the State of California and is not less than one hundred percent (100%) of the total amount payable by the terms of the contract.

The consideration for this obligation is the District's award of the attached contract for the construction of

**DISTRICT 2 INTERCEPTOR TRUNK SEWER REHABILITATION**

("Work"). The Principal is required to give this bond to the District to secure the claims referred to in Chapter 5 (commencing with Section 9550) of Title 3, Part 6 of Division 4 of the Civil Code of the State of California in connection with the Work.

If the Principal or its subcontractors fail to pay for any materials, provisions, provender, or other supplies, used in, upon, for, or about the performance of the Work, or for any Work or labor done, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, the Surety shall pay the same in an amount not exceeding the sum of EIGHT MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND ONE HUNDRED FIVE DOLLARS AND NO CENTS - (\$8,771,105.00) - and also, in case suit is brought upon this bond, shall pay, in addition to that amount, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the District in successfully enforcing such obligation to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment rendered in any such suit.

Changes or alterations in the Work that may be made pursuant to the terms of the contract will not in any way release either the Principal or Surety, nor will any extensions of time granted under the provisions of the contract release either the Principal or Surety. Notice of any changes or alterations or extensions of the contract is hereby waived by the Surety.

This bond will inure to the benefit of any and all persons, companies, or corporations entitled to file claims under Title 3 (commencing with Section 9100) of Part 6 of Division 4 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Principal and Surety are signing this payment bond on \_\_\_\_\_.

SPINIELLO INFRASTRUCTURE WEST, INC.  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Board of Directors of the District