THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

CONTRACT SPECIFICATIONS

200-Year Goldfields Levee Project

VOLUME 1 OF 3

Contract No. #

Yuba County, California

90% Design

September 2019
Engineer’s Certification

These Specifications for the 200 Year Goldfields Levee Project, Contract #, have been prepared by the following professional engineering companies, with the design responsibility for each as indicated:

Civil Design of the Yuba River South Levee Improvement Plans, Volume 2

Structural Design (Riser Structures) of the Yuba River South Levee Improvement Plans, Volume 2
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PROPOSAL

VOLUME 3: YUBA RIVER SOUTH LEVEE IMPROVEMENT PLANS
NOTICE TO CONTRACTORS
Sealed proposals for the work described herein, and in the following Contract Documents:

- The Specifications entitled **TRLIA 200-YEAR GOLDFIELDS LEVEE PROJECT, SPECIFICATIONS ISSUED FOR BID**, dated TBD.
- The corresponding construction drawings entitled **TRLIA YUBA RIVER SOUTH LEVEE IMPROVEMENT PLANS, STA 50+00 to TBD, ISSUED FOR BID**, dated TBD.
- The corresponding Storm Water Pollution Prevention Plan (SWPPP) entitled **TRLIA 200-YEAR GOLDFIELDS LEVEE PROJECT, STORM WATER POLLUTION PREVENTION PLAN**, ISSUED FOR BID, dated TBD.

will be received by the Three Rivers Levee Improvement Authority (TRLIA) at 1114 Yuba St., Suite 218, Marysville CA 95901, until TBD p.m. on TBD at which time they will be publicly opened and read aloud. The envelope enclosing the bid submittal shall be clearly marked “Bid For...” followed by the title of this project and the date and hour for opening of bids.

All substantive and/or technical questions shall be submitted in writing and will be responded to in writing via Addendum issued to all Contract Document holders. The deadline for submitting questions will be TBD p.m. on Wednesday TBD.

Contract Documents will be available to the public starting on TBD at http://trlia.org/ContractorNotices.asp. Contractors are advised to check this site regularly for updates and/or addenda. A printed copy of the bid documents will be available for viewing at 1114 Yuba St., Suite 218, Marysville CA 95901 between the hours of 8:30 a.m. and 4:00 p.m. Contact Ms. Leslie Wells at 530-749-7841 to set up an appointment to view the Contract Documents.

A mandatory pre-bid meeting will be held on TBD at TBD a.m. Any interested contractor or his/her agent may attend. Representatives of TRLIA will be present for questions. Bids will not be opened or accepted from contractors who do not attend the mandatory pre-bid meeting. As a part of the meeting, between the hours of TBD a.m. and TBD p.m., a field tour of the levee will be conducted by TRLIA. The pre-bid meeting will be held at the TBD located on TBD.

General work description: The work consists of levee crown degrade and restoration, cutoff wall construction, drain berm and stability berm fill placement, filling landside depressions, access road construction, and other related tasks including site preparation, temporary access roads, traffic control, safety and security, site cleanup, etc.

TRLIA reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder, as it may, in TRLIA’s opinion, best serve the interests of the project.
The Contractor shall ensure that Disadvantaged Business Enterprises (DBEs) have the maximum opportunity to participate in the performance of this contract.

Bids are required for the entire work described herein. Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10 percent of the total bid price, payable to the Three Rivers Levee Improvement Authority, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement.

ALL QUESTIONS AND CORRESPONDENCE CONCERNING THIS NOTICE TO CONTRACTORS SHALL BE DIRECTED AS FOLLOWS:

MBK Engineers
Attn: Claire Marie Turner, Project Manager
turner@mbkengineers.com

As a condition of award, the successful bidder will be required to provide a payment bond, a performance bond, and insurance certificates prior to the execution of the agreement by TRLIA.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

In accordance with the provisions of California Public Contract Code Section 3300, TRLIA has determined that the contractor shall possess a valid Class A, General Engineering, contractor's license(s) at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. A copy of said wage rates is on file with the Yuba County Department of Public Works. The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work.

The contractor may elect to substitute securities for any monies withheld by TRLIA to insure performance under the contract in accordance with the provisions of Section 22300 of the Public Contract Codes. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with TRLIA, or a state or federally chartered bank as the escrow agent, who shall then pay such withheld monies to the Contractor. Upon satisfactory completion of the Contract, the securities will be returned to the contractor. Such securities, if deposited by the Contractor, shall be valued by TRLIA, whose decision on valuation of the securities shall be final. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Acceptance of Bid

The Work has been subdivided into TBD Bid Schedules. The base Bid amount shall be the sum of Bid Schedules TBD. The Bid that has the lowest sum total of all TBD schedules will deemed the lowest Bid. TRLIA’s Board of Directors reserves the right to reject any or all Bids, to waive any informality in any Bid, and to determine which Bid, in the judgment of the Board, is the lowest responsive Bid of a responsible Bidder.

TRLIA reserves the right to issue to the responsive, responsible Bidder with the lowest base Bid amount as many as TBD separate Notices to Proceed for the Work to be performed under each of the TBD Bid Schedules. Permitting and PG&E coordination will dictate the dates of the respective notices to proceed for each schedule of work. While TRLIA will do its best to consolidate the various notices to proceed, it is
possible that TBD different notices will be issued. By submitting its Bid, Bidder recognizes and acknowledges this possibility. Moreover, Bidder agrees that its Bid price shall not increase regardless of how many different notices to proceed are issued. Although it is anticipated that the initial Contract award, if made, and the initial Notice to Proceed will be made within Thirty (30) Calendar Days of Bid Opening, Bids and Bid Guarantees must be held as binding for Sixty (60) Calendar Days from Bid opening.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, TRLIA may, in its discretion, award that and all other Contracts for the Project to the second lowest, responsive responsible bidder. If the second lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, TRLIA may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

TRLIA will award the Contract to the lowest responsive, responsible Bidder based on the availability of funding and the permits.
GENERAL PROVISIONS
SECTION 1

TERMS AND DEFINITIONS

1-1 GENERAL

Whenever the following terms, titles, or abbreviations are used in these Specifications, or in any document or instrument where these Specifications govern, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the specifications for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AAN  American Association of Nurserymen
AASHTO  American Association of State Highway and Transportation Officials
AC  Asphalt Concrete
ACI  American Concrete Institute
AISC  American Institute of Steel Construction
AISI  American Iron and Steel Institute
APA  American Plywood Association
ASA  American Standards Association
ASME  American Society of Mechanical Engineers
ASTM  American Society for Testing and Materials
AWG  American Wire Gage
AWS  American Welding Society
AWWA  American Water Works Association
Cal-OSHA  California Occupational Safety and Health Administration
Caltrans  California Department of Transportation
CL  Centerline
CPM  Critical Path Method
CSI  Construction Specifications Institute
CY  Cubic Yards
DI  Drop Inlet
EA  Each
EP  Edge of Pavement
FS  Federal Specifications
Inv  Invert
ISA  International Society of Arboriculture
LB  Pound
LF  Linear Feet
LS  Lump Sum
NBFU  National Board of Fire Underwriters
NEC  National Electrical Code
NEMA  National Electrical Manufacturers Association
NFPA  National Fire Protection Association
NSF  National Sanitation Foundation
OSHA  Occupational Safety and Health Act
PCC  Portland Cement Concrete
RW  Relief Well
SD  Storm Drain
SF  Square Foot/Feet
SS  Sanitary Sewer
STA  Station
Title 8  Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19  Title 19 (Public Safety) of the California Code of Regulations
Title 23  Title 23 (Waters) of the California Code of Regulations
Title 24  Title 24 (Building Standards) of the California Code of Regulations
TRLIA  Three Rivers Levee Improvement Authority
TOC  Top of Curb, Top of Concrete
Typ.  Typical
UL  Underwriters' Laboratories, Inc.
USACE  U.S. Army Corps of Engineers
USBR  United States Bureau of Reclamation
UMC  Uniform Mechanical Code (latest edition adopted by Agency)
UPC  Uniform Plumbing Code (latest edition adopted by Agency)
WCLA  West Coast Lumbermen's Association
WIC  Woodwork Institute of California
1-3  DEFINITIONS

Agency -- Shall mean the Three Rivers Levee Improvement Authority, acting through its authorized representatives.

Allowance -- An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect and/or Engineer -- A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the Agency. The Architect or Engineer shall issue directions to the Contractor only through the Agency. When the Specifications require that approval be obtained from the Architect or Engineer, such approval shall be requested from and be given by the Agency.

As Shown, Etc. -- Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the direction, permission, or approval of the Agency.

Bid -- When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder -- Any person, persons, firm, partnership, joint venture, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents -- The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Opening -- The event conducted by the Agency during which the sealed Proposals submitted by Bidders to perform the Work are opened and publicly read.

Board Of Supervisors -- The Board of Supervisors of the County of Yuba, a political subdivision of the State of California. Also referred to as "Board".

Board of Directors -- The Board of Directors of the Reclamation District 784. Also referred to as "Board".

Calendar Day -- Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Contract -- The written agreement signed by the Agency and the Contractor covering the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The Contract shall include the Notice to Contractors, Bid, Plans, Specifications, Special Provisions, contract bonds, and any project-specific specifications or documents; also any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

Contract Change Order -- A Contract amendment approved by the Agency or by the Board that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work.

Contractor -- The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in these Specifications, with the Agency.

Contract Time -- The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.
Contracting Officer -- Shall mean "Engineer".

County -- The County of Yuba, a political subdivision of the State of California.

Engineer -- The Director of Engineering for Yuba County, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities -- The list of items of work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Government -- Shall mean "Engineer".

Inspector -- The person or persons authorized to act as agent(s) for the Agency in the inspection of the Work.

Notice To Contractors -- The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed Agency Project and the terms and conditions of submitting Bids to perform the Work.

Notice To Proceed -- The written authorization by the Agency to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner -- Shall mean Yuba County or TRLIA.

Plans -- The plans, drawings, profiles, cross sections, Working Drawings, and Supplemental Drawings, or reproductions thereof, approved by the Agency, which show the locations, character, dimensions, and details of the Work.

Project -- Shall mean the Work.

Proposal -- Shall mean "Bid".

Record Drawings -- Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed.

Schedule of Values -- A statement furnished by the Contractor to the Agency reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the project schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions -- The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to these Standard Construction Specifications.

Standard Construction Specifications -- The directions, provisions, and requirements contained herein. When the term "Standard Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Standard Specifications are comprised of “General Provisions” and “Technical Provisions”.

Standard Drawings -- The Standard Drawings of the Agency, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State -- The State of California.

State Specifications -- The version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans -- The version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.
**Subcontractor** -- A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

**Supplemental Drawing** -- Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

**Technical Provisions** -- The provisions of the Standard Construction Specifications that describe the technical aspects of the Work.

**Three Rivers Levee Improvement Authority (TRLIA)** -- A joint powers agency created between the County of Yuba and Reclamation District 784.

**Total Contract Price** -- The total price for the Work as bid by the Contractor, including any additions or subtractions made via Contract Change Orders.

**Work** -- All actions which the Contractor is contractually required to do as specified, indicated, shown, contemplated, or implied in the Contract to construct the Work, including all alterations, amendments, or extensions made by Contract Change Order or other written orders or directives of the Agency. Unless specified otherwise in the Contract, the Work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the Work.

**Working Drawing** -- Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the Agency or required in the Contract or a Field Instruction or other written directive.
SECTION 2

BID REQUIREMENTS AND CONDITIONS

2-1  BID FORM

The Agency will furnish to each prospective Bidder, at a cost stipulated in the Notice to Contractors, a bid form which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the Agency-furnished bid form to be valid and accepted. Bids that are not submitted on the Agency-furnished bid form will be rejected. The completed bid form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation, the Bid shall show the name of the state under the laws of which the corporation is chartered or organized.

The Bid shall be made on the bid form in clearly legible figures as follows:

2-1.01  Unit Price Bid

Where the bid for an item of work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the bid form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the bid form as a grand total of all individual items.

The Estimated Quantities included on the bid form are approximate and are only included in the bid form as a basis for comparison of Bids. The Agency does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The Agency reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the Agency. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02  Lump Sum Bid

Where the bid for an item of work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the bid form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03  Allowances

Where specific allowance items have been entered on the bid form by the Agency, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.
2-2 PREPARATION AND SUBMISSION OF BIDS

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for properly estimating the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded or agreed with any Bidder or anyone else to put in a sham Bid or to refrain from bidding; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the Agency, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation or association, except to person or persons as have a direct financial interest in the Bidder's general business.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, including but not limited to furnishing all materials, equipment, tools, excavation sheeting, bracing and supports, plant, labor and services, except as may be provided otherwise in the Contract. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the Agency as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefor.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Bid Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", in this Section of these Specifications). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, “Intent of Contract Documents”.

2-4 SUBSURFACE CONDITIONS
Where investigations of subsurface conditions have been made by the Agency with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the Agency as to the character of materials which have actually been encountered by the Agency’s investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The Agency assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the Agency as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the project, and shall be skilled and regularly engaged in the general class or type of work called for under the contract. The specific type of license required will be indicated in the “Notice to Contractors”. Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work for which they are subcontracted, and shall be skilled and regularly engaged in the general class or type of work called for under their subcontracts.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The Agency may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

2-6 COMPETENCY OF BIDDERS

It is the intention of the Agency to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Special Provisions or the Notice to Contractors, a statement of experience and business standing, together with that of all Subcontractors that were designated in the Bid, shall be submitted on an Agency-provided form. To determine the experience of a Bidder, any relevant evidence will be considered that the Bidder, or personnel, has satisfactorily performed on other contracts of similar nature and magnitude or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by a notarized copy of a valid license issued to the joint
venture by the Contractor's State License Board. If a copy of the joint venture license is not filed with the Bid, the Bid will be rejected.

2-8 SUBCONTRACTORS

Except as noted in the Special Provisions, the Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than fifty percent (50%) of the value of original Total Contract Price less "Specialty Items". "Specialty Items" may be performed by subcontract and the cost of any "Specialty Items" so performed may be deducted from the original Total Contract Price before computing the amount of work required to be performed by the Contractor. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Agency. In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater.
- The portion of the Work [type of work and percentage if not one hundred percent (100%)] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work. If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

A listed Subcontractor shall perform with the Subcontractor’s own organization and with workers under the Subcontractor’s immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the Subcontractor is listed.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 and 1777.7.

The apparent low Bidder shall submit the license numbers of all Subcontractors to the Agency within three (3) days, not counting Saturdays, Sundays, and holidays, of Bid opening. If the low Bidder is not the apparent low Bidder, the low Bidder shall submit the license numbers of all listed subcontractors to the Agency within three (3) days, not counting Saturdays, Sundays, and holidays, of the date notified.

The Contractor shall include provisions in every Subcontract that the Contract between the Contractor and the Agency is part of the Subcontract, and that all terms and provisions of the Contract are incorporated in the Subcontract. Copies of all Subcontracts shall be available to the Agency upon written request.
2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract document, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the Agency. A copy of each Addendum issued by the Agency will be mailed or delivered to each planholder listed on the Agency planholder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond in the form provided by the Agency. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the Agency, the amount of which shall be not less than ten percent (10%) of the Base Bid amount, or other security acceptable to the Agency. No Bid will be considered unless accompanied by a Bid Guarantee.

The Agency is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The Agency is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the Agency for the Work.

2-12 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the Agency at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-13 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-14 REJECTION OF BIDS

The Agency reserves the right to reject any and all Bids. The Agency reserves the right to waive irregularities in a Bid and to make an award in the best interest of the Agency. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-15 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the Agency written notice within five (5) days after the
opening of the Bids (excluding Saturdays, Sundays, or legal holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-16 CONTRACTOR REGISTRATION TO BID FOR PUBLIC WORKS

The Contractor or any listed subcontractors shall not be qualified to bid on this Project, be listed in a bid proposal for this Project (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of this Agreement, unless currently registered and qualified to perform public work with the California Department of Industrial Relations pursuant to Labor Code section 1725.5. An unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and all subcontractors shall furnish the record specified in Labor Code section 1776 directly to the Labor Commissioner in the manner set forth in Labor Code section 1771.4.

2-17 BID PROTESTS

Any bid protests must be submitted to Agency, in writing, within 5 calendar days of the date of Bid Opening. Any protests must clearly specify the basis for the protest and any applicable legal authority supporting the basis for the protest.
SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
- The quality of the Bidder's performance on previous work with the Agency.

If an alternate or alternates are selected by the Agency, award will be based on the lowest total price for the sum of the base bid price plus the bid prices of the selected alternate or alternates.

Alternates will be taken in order from a list of those items, depending on available funds as identified in the bid solicitation.

3-2 TIME OF AWARD

The award, if made, will be made within fifteen (15) days after the Bid Opening. If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the Agency may award the Contract to the second lowest responsive, responsible Bidder. The specified period of time within which the award of the Contract may be made may be subject to extension for further periods as agreed upon in writing by the Agency and the Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the Agency has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.
3-4 PERFORMANCE AND PAYMENT BONDS

The format of the Performance Bond and Payment Bond forms shall be those contained in these Specifications.

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the Agency. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the Agency and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the Agency and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the Agency or the Agency’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the Agency, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the Agency have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Board to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the Agency, together with the Performance Bond, Payment Bond and certificates of insurance within ten (10) days of
the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 in this Section of these Specifications. When requested by the Agency, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the Agency, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the Agency. At the Agency’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the Agency awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the Agency to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the Agency may award it to the third lowest responsive, responsible Bidder. If the Agency awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the Agency to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder’s Bid Bond if a bond is used.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor’s sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, and products and completed operations liability. Coverage shall be at least as broad as “Insurance Services Office Commercial General Liability Coverage Form CG 0001” (occurrence). The limits of liability shall be not less than:

- Each Occurrence: One Million Dollars ($1,000,000)
- Personal & Advertising Injury: One Million Dollars ($1,000,000)
- Products and Completed Operations Aggregate: Two Million Dollars ($2,000,000)
- General Aggregate: Two Million Dollars ($2,000,000)
- Fire Damage: One Hundred Thousand Dollars ($100,000)

Refer to the Special Provisions for potential additional insurance requirements and increased limits of liability.
The policy shall cover contractual liability applicable to the Contractor’s assumed liability under this Contract.

The policy shall provide coverage for claims arising out of subsidence.

The Products and Completed Operations coverage shall be maintained for at least two years after completion of the Contract.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

- Bodily Injury and Property Damage
  - Combined Single Limit: One Million Dollars ($1,000,000)

Refer to the Special Provisions for potential additional insurance requirements and increased limits of liability.

3-9.03 Workers’ Compensation

Workers’ Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

- Each Accident: One Million Dollars ($1,000,000)
- Disease Each Employee: One Million Dollars ($1,000,000)
- Disease Policy Limit: One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the Agency, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

Refer to the Special Provisions for potential additional insurance requirements and increased limits of liability.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of general liability insurance of more than one million dollars ($1,000,000) per occurrence, the Contractor shall carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general, automobile and employer’s liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

Refer to the Special Provisions for potential additional insurance requirements and increased limits of liability.

3-9.04.A Contractor’s Equipment
The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the Agency, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the Agency, at the Contractor’s sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Work.

1. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage including:
   a. Land movement and flood
   b. Loss that ensues from design error, defective materials, or faulty workmanship
   c. Mechanical breakdown or electrical damage including testing, magnetic disturbance and changes in temperature or humidity.

The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. The policy shall contain a provision that both the interests of the Agency and the Contractor are covered and that any loss shall be payable to the Agency and the Contractor as their interests may appear.

When stated as a requirement in the Special Provisions, Builder's Risk insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the Agency, without deduction, due to the failure of the project being completed on schedule.

2. The maximum deductible for land movement and flood allowable under this policy shall be five percent (5%) of replacement value at the time loss or one hundred thousand dollars ($100,000), whichever is less, per occurrence and in the aggregate. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the Contractor, and the Agency shall not be responsible to pay any deductible, in whole or in part.

3. The Agency and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder’s Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
4. If not covered by Builder’s Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor’s sole expense, property insurance for portions of the Contractor’s work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor’s sole expense, Environmental Liability insurance which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes that when released to the environment, violate regulatory standards of the Federal, State or local government, and coverage for liability arising out of the handling of asbestos. If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:

Limits of coverage shall be two million dollars ($2,000,000).

The "Retro Date" must be shown, and must be on or before the date of the Contract or the beginning of the Work.

Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Contract.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Contract.


1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability, shall contain the following provisions:

   a. The Agency, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the Agency, its officers, officials, employees, agents, or volunteers.

   b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the Agency, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy shall state that coverage shall not be suspended, voided, cancelled by the Contractor or the Agency, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) days written notice by certified mail to the Agency prior to such change. Ten (10) days prior written notice by certified mail shall be given to the Agency in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-.

Exceptions:
   a. Underwriters at Lloyd's of London, which are not rated by A.M. Best.
   b. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.
   c. For liability insurance required under Section 3-9.04D (Environmental Liability insurance), insurance requirements shall be placed with insurance companies with a current A.M. Best rating of at least B+:VII.

6. The Contractor shall sign and file with the Agency the following certification prior to commencing performance of the work of the Contract:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The Agency, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the Agency within thirty (30) days of receipt of the Agency’s request.

8. The required insurance coverage shall be subject to the approval of the Agency, but any acceptance of insurance certificates by the Agency shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section and any Special Provisions, or fails to furnish the Agency with proof of such insurance, the Agency, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the Agency shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the Agency to obtain such insurance shall in no way relieve the Contractor from any of the Contractor’s responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract.
10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the Agency.

11. The Agency is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The Agency will provide such amendments or waivers in writing to the Contractor.

The failure of the Agency to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the Agency within twenty-four (24) hours and also report in writing to the Agency within fifteen (15) days after the Contractor or any subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the Agency or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.
SECTION 4

SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract documents. The Contract documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract documents shall be interpreted as being explanatory and complementary in requiring complete work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required, including any Change Order work or disputed work directed by the Agency in conformity with the true meaning and intent of the Contract drawings, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the Agency, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all labor, materials, tools, equipment, overhead, and incidentals and doing all work necessary to complete the Work as provided in the Contract. The prices paid include all markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Contract drawings and conditions in the field, or any errors or omissions in the Contract drawings and conditions in the field, or any errors or omissions in the Contract drawings, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Agency immediately, and the Agency shall promptly verify the same. Any work done after such discovery, until authorized by the Agency, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The Agency will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (except these Standard Construction Specifications or the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the
Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions at cost.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, “Record Drawings”, of these Specifications.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 23
- Title 24
- The NEC
- The UPC
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor’s additional costs by Contract Change Order as provided in Section 9, “Changes and Claims”, of these Specifications.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the Agency may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the Contract. In furnishing such Supplemental Drawings, the Agency may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD INSTRUCTIONS OR OTHER WRITTEN DIRECTIVES

The Agency may issue Field Instructions or other written directives during the course of the Work, and the Contractor shall comply with the Field Instruction or other written directive. A Field Instruction or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Instruction or other written directive shall be in accordance with the Contract and any previously executed Contract Change Orders, except as delineated otherwise in the Field Instruction or other written directive. Drawings included with Field Instructions or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Instruction or other written directive, the Agency may employ any person or persons to perform such work, and the Contractor shall not interfere with the person or persons so employed.
At appropriate intervals, Field Instructions and other written directives that alter the Contract will be grouped to form a Contract Change Order as described in Section 9, “Changes and Claims”, of these Specifications.

4-6 DOCUMENT PRECEDENCE

The component Contract documents are intended to provide explanation for each other.

Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law
2. Field Instructions, and CCO, or other written directives
3. Field Instructions or other written directives
5. Technical Specifications
6. Project Plans
8. Technical Provisions other than Technical Specifications
9. County/City Standard Drawings
10. County/City Standard Specifications
11. State Standard Plans
12. State Standard Specifications

Any work for which there are no provisions in these Specifications, the Special or Technical Provisions, or on the Contract drawings, shall be performed in accordance with the provisions of the State Specifications.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI’s may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI’s shall be submitted to the Agency sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor’s risk.

RFI’s shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the Agency at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system.

The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.
The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI’s will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient.

RFI’s that are not clear or RFI’s for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The Agency will normally respond within fifteen (15) Working Days. The Agency will provide a written response, and that response shall control.

The Contractor shall indicate a priority for responses to RFI’s if more than five (5) RFI’s are pending at the same time. In case of a dispute between the Contractor and the Agency, protest may be made as provided in Section 9-16, “Dispute Regarding Contract Requirements”, of these Specifications.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI’s shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, “Record Drawings”, of these Specifications.

4-8 DELETED ITEMS

The Agency may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such omission, as provided in Section 9, “Changes and Claims”, of these Specifications but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work.

The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the Agency. Extra work shall be performed in accordance with the Contract and as directed by the Agency.

Extra work must be authorized in writing by the Agency before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the Agency will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The Agency has the right during the progress of the Work to take over and place in service any completed or partially completed portion of the Work. Taking possession shall not be deemed acceptance of any other portions of the Work, nor work on those portions not completed in accordance with the Contract.
4-11 LANDS AND RIGHTS-OF-WAY

The Agency shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine his operations to within these limits.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the Agency prior to the Contractor taking possession of said property.

4-12 WARRANTY

The Performance Bond furnished by the Contractor as part of the execution of the Contract shall define the terms and time period of the Warranty of the Contractor's work unless otherwise specified in the Special Provisions. If no time period is specified in the Bond, the time period will be one year after field acceptance of Work (see Section 7-21, "Final Inspection and Field Acceptance", of these Specifications).

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and occurs within the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense.

The Agency is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; provided, however, that in case of emergency where, in the opinion of the Agency, delay would cause serious loss or damages or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs.
SECTION 5

CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF AGENCY

The Agency will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The Agency will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors involved with the Work.

The Agency will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The Agency will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the Agency representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the Agency not otherwise required by the Contract to be in writing will be given or confirmed by the Agency in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any instruction delivered to the Contractor or the Contractor's authorized representative.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the Agency, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The Agency assumes no responsibility.

5-4 SEPARATE CONTRACTS

The Agency reserves the right to award other Contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate their work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Agency any defects in such work that render it unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

The Agency or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors.

Any disputes or conflicts between the Contractor and other forces or contractors retained by the Agency which create delays or hindrance to each other shall be referred to the Agency for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the Agency other than for an extension of time (see Section 7-18, "Extension of Time", of these Specifications).
5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the Agency or the provisions of the Contract, or is, in the opinion of the Agency, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person on or associated with the Work; or is acting or working in a manner that compromises the safety of the Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the Agency, remove the worker from the Work immediately, and shall not again employ the removed worker on the Work except with the written consent of the Agency.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the Agency on component parts of the Work.

The Agency may, at the Agency's option, permit the use of new or improved equipment. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the Agency shall have the right to withdraw such permission at any time that the Agency determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the Agency has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or a per diem fine will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together and include all information for the system.

Six (6) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) days, exclusive of any time awaiting clarification or further information. Submittals shall be transmitted using submittal transmittal forms provided by the Agency. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish six (6) complete sets of the manufacturer's installation recommendations to the Agency prior to starting the installation. These submittals will be retained by the Agency.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the Agency of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the Agency in any case where the Contractor's submittal may concern work by another contractor or the Agency. The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.
The approval of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such approval be considered as approval of any deviation or conflict unless the Agency has been expressly advised of the same as set forth immediately above, and the Agency has expressly approved such deviation or conflict.

The Contractor shall make no changes to any submittal after it has been approved, and the equipment or materials shall not deviate in any way except with written approval by the Agency. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals
Resubmittals shall address all comments from the Agency. Partial resubmittals may be returned "REJECTED". The Contractor is responsible for the Agency's review costs for each resubmittal in excess of the first resubmittal. These costs will be back charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information
All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a Proprietary Information Agreement (see sample Agreement in Part V. Standard Forms Specifications) shall be executed between the Agency and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the Agency. All proprietary data shall be identified as part of the Contractor's Bid and the Agency's standard proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the Agency for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the Agency. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems
Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number. Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the Agency.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and
equipment that incorporate programmable devices. All instructions and hardware necessary to
load, store, modify, and activate software/firmware source codes and programs shall be provided.

Not more than seventy percent (70%) of all electronic/electrical work shall be paid for until all
proprietary information has been submitted and approved. All submitted proprietary information
shall be that which describes the final as-built work. No part of the work covered by the
proprietary agreement shall be modified after proprietary submittal acceptance until after updated
proprietary information has been submitted by the Contractor and accepted by the Agency.
Updated proprietary information shall fully document all modifications to be implemented. All
proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish, unless otherwise
provided for in the Special Provisions, one (1) original and five (5) copies, all bound and indexed,
of maintenance and operation information, including all the highest level of factory maintenance
manuals that are available to factory representatives with a three-year subscription to newsletters
and updates supplied by the manufacturer covering all equipment and systems included in the
Contract. The Agency may withhold up to thirty percent (30%) of the Total Contract Price until
M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer’s recommended spare parts lists
- Name, address and phone number of nearest parts and service agency
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Troubleshooting Guides
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical,
instrumentation, control, communications, sound, or special equipment and systems. The
Contractor shall submit the required data for review at least thirty (30) Calendar Days prior to any
required training or the final inspection date. Corrections, additions, and/or resubmittal of data
shall be made as directed by the Agency.

The Agency, and such representatives as the Agency may designate, shall receive complete
maintenance and operating instructions for all items included above prior to final inspection of the
Work.

5-9 SURVEYS

5-9.01 Agency-Furnished Surveys

The Contractor shall notify the Agency, at least two (2) Working Days in advance, of the times
and places the Contractor will need benchmark and elevation points. From this information, the
Contractor shall develop and make all additional detail surveys and measurements necessary for
the construction of the Work.
5-9.02 Survey Monuments

The Agency shall show, to the best of its knowledge, the location and character of survey monuments on the construction plans located within the construction area. It is the Contractor’s responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument. When survey monuments not shown on the plans are discovered, the Contractor shall bring them to the attention of the Agency prior to damaging them. Any damaged or destroyed Agency survey monuments will be reset by the Agency at the Contractor’s expense. Any other damaged or destroyed survey monuments shall be reset by the Contractor in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-9.03 Contractor Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the Agency. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades. Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor’s expense.

5-10 Responsibility for Accuracy

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-11 Duties and Powers of Inspectors

Inspectors are the authorized representatives of the Agency. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the Agency, and to report all deviations from the Contract.

5-12 Inspection

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. Any work, materials, or equipment not meeting the requirements and intent of the
Contract will be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment may have been made.

Reexamination of any part of the Work may be ordered by the Agency, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

All work and materials furnished pursuant to the Contract shall be subject to inspection and approval by the Agency. The Contractor shall provide the Agency and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials and the workmanship are in accordance with the requirements and intent of the Contract.

Unless authorized in writing by the Agency, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

The Contractor shall notify the Agency of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the Agency wishes to inspect. The Contractor shall give five (5) Working Days notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the Agency to make arrangements for inspecting and testing or witnessing.

5-13 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all materials shall be new and of a quality at least equal to that specified. When the Contractor is required to furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-14 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-14.01 Written Request

The Contractor shall submit any request for substitution in writing no later than five (5) Working Days after Bid opening.
5-14.02  Documentation

If requested by the Agency, a proposal for substitution must be accompanied by complete
information and descriptive data, including cost of operation, cost of maintenance, and physical
requirements necessary to determine the equality of offered materials, articles, or equipment.
The Contractor shall also submit such shop drawings, descriptive data, and samples as
requested. The burden of proof of comparative quality, suitability, and performance of the offered
proposal shall be upon the Contractor. The determination of equal quality suitability, and
performance shall be at the sole discretion of the Agency. The Agency will examine such
submittals with reasonable promptness. If the Agency rejects the request for such substitution,
then one of the particular products designated by brand name in the Contract shall be furnished.
Acceptance of substitution by the Agency shall not relieve the Contractor from responsibility for
deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure
by the Contractor to identify deviations in the request material from the Plans and Specifications
shall void the submittal and any action taken thereon by the Agency.

If mechanical, electrical, structural or other changes are required for proper installation and fit of
substitute materials, articles or equipment, or because of deviations from the Contract, such
changes shall not be made without the written consent of the Agency and shall be made by the
Contractor without additional cost to the Agency. The Contractor shall pay the costs of design,
drafting, architectural or engineering services and building alterations of the construction required
to accommodate any Contractor substitution or construction error to maintain the original function
and design.

5-15  PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the
Agency to all parts of the Work and to the shops wherein parts of the Work are in preparation.
Where the Contract requires work to be tested or approved, such work shall not be tested or
covered up without at least a five (5) Working Day notice to the Agency of its readiness for
inspection, unless the written approval of the Agency for such testing or covering is first obtained.

5-16  MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the Agency. The
Contractor shall furnish the Agency with a list of the Contractor’s sources of materials and the
locations at which such materials will be available for inspection. The list shall be submitted on an
Agency form and shall be furnished to the Agency in time to permit the inspection and testing of
materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special
Provisions. References made in these documents to standard methods of testing materials shall
make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any
recognized national organization or State of California agency, and the number or other
identification representing the year of adoption or the latest revision is omitted, it shall mean the
specification or test designation in effect on the date of the original Notice to Contractors for the
Work.

When requested by the Agency, samples or test specimens of the proposed materials shall be
prepared at the expense of the Contractor and furnished by the Contractor in such quantities and
sizes required for proper examination and tests, and with complete information describing type,
kind, or size of material, and its source. All samples shall be submitted in time to permit the
making of proper tests, analyses, or examinations before incorporating the materials into the
Work. No material shall be used in the Work unless or until it has been approved by the Agency.
All material tests shall be made by the Agency in accordance with recognized standard practice.
The Contractor shall pay the cost of the first retest and any subsequent retest of any area or
material. The Agency will secure and test samples whenever necessary.
5-17 APPROVAL OF MATERIALS

5-17.01 Sources of Supply

The Agency’s approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials by the Agency if the quality is less than required by the Contract.

5-17.02 Plant Inspection

The Agency assumes no obligation to inspect materials at the source of supply. The Contractor is responsible for incorporating satisfactory materials into the Work, notwithstanding any prior inspections or tests.

The Agency will inspect materials at the source if the Contractor submits a written request and if the Agency deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the Agency while performing the inspection. The Agency shall have access to all production areas of the plant.

5-18 PROVISIONS FOR EMERGENCIES

The Agency may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor’s operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of work, persons and property. The nature of the emergency may prevent the Agency from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment will be deducted from progress payments.

The performance of such emergency work under the direction of the Agency shall not relieve the Contractor from any damages resulting from the emergency.

5-19 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work or materials is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work or materials is impracticable or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain the work or materials instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these Specifications.

5-20 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials or structures brought to or incorporated in the Work within two (2) Working Days of the Agency’s written order. No such rejected or condemned materials shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material or work in a manner acceptable to the Agency.

The Agency may bring into Contract compliance the rejected material if the Contractor fails to comply with this Section. All costs will be deducted from the Progress Payment.

5-21 TEMPORARY SUSPENSION OR DELAY OF WORK

The Agency has the authority to suspend or delay the Work, wholly or in part, for any period the Agency deems necessary. The Contractor shall immediately comply with the Agency’s written order to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the Agency. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these Specifications.

Delays due to suspension of work shall be classified as Avoidable or Unavoidable Delays in accordance with Section 7-12, “Delays”, of these Specifications.
Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-22 TERMINATION OF CONTRACT

5-22.01 Reasons for Termination

The Agency reserves the right to terminate the Contract for any of the reasons listed below:

5-22.01.A Contractor Bankrupt

If the Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor’s creditors, or if a receiver is appointed because of the Contractor’s insolvency, the Agency may terminate the Contractor’s control over the Work and so notify the Contractor and the Contractor’s sureties.

5-22.01.B Completion Delay

The Agency may terminate the Contract if the Contractor has not completed the Work on or before the completion date adjusted by Contract Change Order. The Contractor is not entitled to any compensation and is liable to the Agency for liquidated damages for all time beyond such Contract completion date until the Work is completed, if the Agency chooses to complete the Work.

5-22.01.C Abandonment and Unsatisfactory Performance

The Agency may give the Contractor and the Contractor’s surety written notice that the Contract will be terminated if the following breaches are not corrected:

- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the Agency’s consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or Agency orders.
- The Contractor fails to respond to defective work notices.

The Contractor shall cease and terminate the Work if satisfactory arrangement for correction is not made within ten (10) Calendar Days from such notification.

5-22.01.D Termination of Contract for Convenience

The Agency may terminate the performance of work in whole or in part for any of the following reasons:

- Issuance of an order of a court or other public authority having jurisdiction.
- An act of government, such as a declaration of national emergency, causing material to be unavailable.
- Conditions encountered during the Work make it impossible or impractical to proceed.
- Such termination is in the best interest of the Agency.
**5-22.02 Notice of Termination**

The Agency may give written Notice of Termination of at least five (5) Calendar Days to the Contractor and the Contractor's sureties that the Contractor's control over the Work will be terminated for the reasons stated in the Notice of Termination. The surety shall have the right to take over and perform the Work. The Agency may take over the Work at the Contractor's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination. The Contractor shall be liable for any excess cost incurred by the Agency.

Immediately upon receipt of a Notice of Termination, except as otherwise directed in writing by the Agency, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The Agency shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Agency. The Agency's approval or ratification shall be final.

6. Transfer title to the Agency, and deliver in the manner, at the times, and to the extent directed by the Agency, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the Agency.

7. Sell, in the manner, at the times, to the extent, and at the price that the Agency directs or authorizes, any property of the types referred to in item 6 of this Section (Section 5-22.02). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the Agency. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the Agency directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the Agency directs, to protect and preserve the property related to the Contract in which the Agency has an interest.

**5-22.03 Payments to Contractor Upon Termination of Contract**

The Contractor and the Agency may agree upon the amount paid to the Contractor for the total or partial termination of the Work. The amount may include those items specified in Section 9, "Changes and Claims", of these Specifications. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the Agency fail to agree on the amount to pay the Contractor because of the termination of work under this Section, the Agency shall determine the amount due the Contractor.
If the work is completed as provided in Section 5-22.02 in this Section of these Specifications, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the Agency in finishing the work, plus all damages sustained or to be sustained by the Agency, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Section 9, “Changes and Claims”, of these Specifications, the excess not otherwise required by these Specifications to be retained shall be paid to the Contractor. If the sum so expended exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the Agency for the amount of such excess. If the surety completes the Work as provided above, such surety shall be subrogated to money due under the Contract and to money which shall become due in the course of completion by the surety.

The Contractor shall submit to the Agency any termination claim in the form and with the certification that the Agency prescribes. Such claim shall be submitted no later than ninety (90) Calendar Days from the effective date of termination unless the Agency grants one or more extensions, in writing, upon Contractor's written request transmitted within such ninety (90) day period or authorized extension. If the Contractor fails to submit a termination claim within the time allowed, the Agency may determine the amount, if any, due the Contractor because of the termination. The Agency will then pay the Contractor that amount.

5-22.04 Agency Completion

In the event of termination of the Contract, the Agency may take possession of and use all or any part of the Contractor's materials, tools, equipment, and appliances on the premises to complete the Work. The Agency assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned when the Work is complete or sooner, at the Agency's discretion. The Agency agrees to pay a reasonable amount for the use of such materials and equipment.

The Agency may direct all or any part of the Work be completed by day labor and/or other contractors.

5-22.04.A Payment for Agency Completion

If the Agency completes the Work, no payment will be made to the Contractor until the Work is complete. All costs of completing the Work, including, but not limited to, legal expenses, Agency forces, administration and management, direct and indirect, shall be deducted from any sum due the Contractor. If the cost of completing the Work exceeds sums due the Contractor, the Contractor and the Contractor's surety shall, upon demand, pay the Agency a sum equal to the difference. If the Agency completes the Work and there is a sum due the Contractor after the Agency deducts the costs of completing the Work, the Agency will pay such sum to the Contractor and/or the Contractor's surety, as appropriate.

5-22.04.B Agency Completion Not a Waiver of Agency Rights

No act by the Agency before the Work is finally accepted shall operate as a waiver or estop the Agency from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the Agency pursuant to this Section are in addition to all other rights of the Agency pursuant to the Contract, and at law or in equity.

5-23 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the Agency. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory.
SECTION 6
LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor’s surety shall indemnify and save harmless the Agency and the Agency’s officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor’s employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Section is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws. Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day’s work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the Agency, twenty-five dollars ($25) for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.

Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the Agency. No work other than overtime and shift work shall be done between the hours of 6:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of work already performed or except in case of an emergency. Failure of the Contractor to perform the Work in accordance with this policy shall be cause for termination under Section 5-22, “Termination of Contract”, of these Specifications.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1770, the Contractor and the Contractor’s Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the Clerk of the Board of Supervisors, Suite 2450, 700 ‘H’ Street, Sacramento, California 95814.

The wage rates determined by the Director of the California Department of Industrial Relations refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the project. Prevailing wage determinations with double asterisks (**) after the
expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered. The Contractor should contact the Department of Industrial Relations as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the project.

The Contractor and the Contractor’s Subcontractors shall forfeit, as penalty to the Agency, not more than fifty dollars ($50) per Calendar Day or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract by the Contractor or by any Subcontractor. The Contractor shall comply with the provisions of Labor Code Section 1775. In addition to said penalty, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

The Contractor and the Contractor’s Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, straight time and overtime hours worked each day and week, and the actual wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Such records shall be certified and available for inspection at all reasonable hours at the principal offices of the Contractor and the Contractor’s Subcontractors in a manner set forth in Labor Code Section 1776. The Contractor and the Contractor’s Subcontractors shall file a certified copy of the records enumerated above with the Agency within ten (10) Calendar Days after receipt of a written request. The Contractor shall be held responsible for all Subcontractors’ compliance with this requirement.

The non-compliance penalties specified in subdivision (g) of Labor Code Section 1776 may be deducted from progress payments to the Contractor.

6-1.04 Nondiscrimination

Attention is directed to Labor Code Section 1735, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, and provides for penalties.

6-1.05 Apprentices

The Contractor shall comply with Labor Code Section 1777.5, concerning the employment of apprentices. The Contractor shall be responsible for compliance by all Subcontractors.

6-1.06 Workers’ Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to his employees.
6-1.07 **Fair Labor Standards**

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 **Contractors License**

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 **Use of Pesticides**

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.010 **Reporting Requirements and Sanctions**

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. **Form SCLC-0001 - List of Subcontractors**

   Form SCLC-0001 is required from the Contractor and each Subcontractor with a lower tier Subcontractor. This form is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. **Certified Payroll Reports**

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due within ten (10) Working Days of the ending date of the payroll period.

3. **Fringe Benefit Statement**

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. **Other Documentation**

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.
If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulate for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.011 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.012 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the Agency to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

The Contractor shall indemnify, defend and hold harmless the Agency, its officers, employees, and agents, from and against any and all claims, losses, liabilities, or damages, demands and actions including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder.

6-2.02 No Limitation of Liability for Indemnification

The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery. The address named in the Bid may be changed at any time by written notice from the Contractor to
the Agency. Nothing herein shall be deemed to preclude or render inoperative the service of any
drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF AGENCY

The Contractor shall be an independent contractor and not an employee, agent, or other
representative of the Agency. Nothing in the Contract shall be construed to create any
relationship of joint venture, partnership or any other association of any nature whatsoever
between the Agency and the Contractor other than that of owner and independent contractor.
The Agency shall have the right to direct the Contractor as provided in the Contract. The
aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all
damage or injury to persons, public property, or private property that may arise directly or
indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall not, without the written consent of the Agency: (a) substitute any party as
Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such
subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by
anyone other than the original Subcontractor listed on the bid. Consent for substitution or
subletting shall only be given:

1. When the Subcontractor listed in the bid, after having reasonable opportunity to do so,
fails or refuses to execute a written contract that is based upon the Plans and Specifications for
the project or the terms of such Subcontractor's written bid and is presented to the Subcontractor
by the Contractor; or

2. When the listed Subcontractor becomes bankrupt or insolvent; or

3. When the listed Subcontractor fails or refuses to perform the subcontract; or

4. When the listed Subcontractor fails or refuses to meet the bond requirements of the
Contractor as set forth in California Public Contract Code Section 4108; or

5. When the Contractor demonstrates to the Agency, subject to the further provisions set
forth in California Public Contract Code Section 4107.5, that the name of the Subcontractor was
listed as a result of an inadvertent clerical error; or

6. When the listed Subcontractor is not licensed pursuant to the Contractor License Law as
set forth in the Business and Professions Code; or

7. When the Agency determines that the work performed by the listed Subcontractor is
substantially unsatisfactory and not in substantial accordance with the Contract, or that the
Subcontractor is substantially delaying or disrupting the progress of the work; or

8. When the listed Subcontractor is ineligible to work on a public works project pursuant to
Section 1777.1 and 1777.7 of the Labor Code.

In the event of such substitution, the Agency will give at least five (5) Working Days notice in
writing to the listed Subcontractor, unless they have advised the Agency in writing that they have
knowledge of the Contractor's request for the substitution.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only
upon written consent of the Agency and the Contractor's surety, unless the surety has waived its
right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor’s surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the Agency, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the Agency for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF AGENCY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the Agency and the Agency’s officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the Agency, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor’s responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor’s use of Subcontractors in any way alter the position of the Contractor or the Contractor’s sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the Agency. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The Agency will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the Agency in conformity with the true meaning and intent of the Contract drawings, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Contract drawings and conditions in the field, or any errors or omissions in the Contract drawings and
conditions in the field, or any errors or omissions in the Contract drawings, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Agency immediately, and the Agency shall promptly verify the same. Any work done after such discovery until authorized by the Agency, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

The Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work.

The Contractor shall comply with permits, licenses, or other authorizations applicable to the Work obtained by the Agency in conformance with the requirements in CEQA.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all Agency contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. The Contractor shall, upon request, submit to the Agency a copy of their Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of their work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the Agency the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor's Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor's personnel to abate any hazard identified by the Agency.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by California Occupational Safety and Health Administration, Construction Safety Orders and the Traffic Control Plans (TCP).
6-12  PUBLIC CONVENIENCE AND SAFETY

6-12.01  Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these Specifications for time limitations.

6-12.02  Pedestrian and Bicyclist Access on Public Roadways

The Contractor shall not block the movement of pedestrian or bicycle traffic along public roadways in the project area unless such blockage is specifically identified in the drawings. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic.

Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic.

6-12.03  Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least three (3) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least three (3) Working Days prior to placing parking restrictions within the City or County right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04  Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained at all times for business establishments during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained to fire hydrants, homes, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved. Ramps and driveways shall not have “lips” or elevation differences greater than three-eighths of an inch (3/8”) or one (1) cm.
When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the Contract, the existing access shall not be closed until the replacement access facilities are completed and functional.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor’s expense to the satisfaction of the Agency.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the Agency for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with Section 6-13, “Public Safety and Traffic Control”, in this Section of these Specifications; Section 12, “Construction Area Traffic Control”, of these Specifications; and the Caltrans Manual of Traffic Controls.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the Agency before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor’s operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor’s own expense, furnish, erect and maintain any fences, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the Agency to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the Agency.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans “Manual of Traffic Controls for Construction and Maintenance Work Zones”.
6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The Agency may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Instruction, letter, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the Agency.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Signs, lights, barriers, fences, temporary railing (Type K), barricades, and other facilities shall be furnished, erected and maintained by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the Agency and by law. All traffic controls shall be installed as required by this Section and Section 12, "Construction Area Traffic Controls", of these Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the Agency may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the Agency point out the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the Agency will abate the hazard. All Agency costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the Agency will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and courteous flaggers to control traffic when necessary or requested by the Agency. All flaggers shall be trained as required by Cal/OSHA regulations and shall be prepared to provide verification of such training to the Agency when requested. See Section 12-2, “Flagging”, of these Specifications for additional information.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing and maintaining all construction signs and posts. The Contractor will receive direction from the Agency as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected and maintained by the Contractor, subject to Agency approval, and shall be protected from damage from construction activities by the Contractor through the duration of the project. See Section 12-3.08, “Construction Area Signs”, of these Specifications for additional information.
6-13.08 **Temporary Bridging of Excavations and Trenches**

Whenever necessary or requested by the Agency, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening device.

3. Bridging shall be placed and secured to work within the minimum noise levels indicated in the City code and in Sacramento County Code, Section 6.68, “Noise Control”.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the Agency.

5. Depending upon the depth of the excavation, soil type, vibration and other variables, the trench may require shoring to support bridging. The Contractor should confer with a California Licensed Professional Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

<table>
<thead>
<tr>
<th>WIDTH OF EXCAVATION</th>
<th>MINIMUM THICKNESS OF STEEL PLATES</th>
</tr>
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<tbody>
<tr>
<td>2.0 ft. or less (0.6 m or less)</td>
<td>7/8 inch (22mm)</td>
</tr>
<tr>
<td>3.0 ft. (0.9 m)</td>
<td>1 inch (25 mm)</td>
</tr>
<tr>
<td>4.0 ft. (1.2 m)</td>
<td>1-1/4 inch (32mm)</td>
</tr>
</tbody>
</table>

In sidewalk areas, one and one-eighth inch (1-1/8") plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a temporary surface suitable for driving consisting of at least two inches (2") of plant mix asphalt over six inches (6") of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 **Entering and Leaving the Construction Zone**

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor’s equipment operator shall yield to public traffic.
6-13.010 Existing Traffic Signal and Lighting Systems, Signs and Pavement Markings

Existing traffic signal and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the Agency, the Contractor shall notify the Agency at least five (5) Working Days prior to shutdown. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the Agency. “STOP” signs will not be permitted at these locations.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without Agency approval.

6-13.011 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify Yuba-Sutter Transit five (5) working days in advance of beginning that portion of the Work and make provisions agreeable to Yuba-Sutter Transit to provide an alternate location where people can safely board the bus.

6-13.012 Dust

Water or dust palliative shall be applied as ordered by the Agency for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided in the relevant technical provision of these Specifications.

6-13.013 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 TRAFFIC CONTROL PLANS (TCP)

6-14.01 Traffic Pattern Changes

The Contractor shall notify the Agency in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10’) in width. Whenever feasible an additional four feet (4’) shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, “SHARE the Road with Bicyclists”. Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the Agency with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the Agency. For all road closures, the Contractor shall provide the Agency with a minimum of twenty (20) Working Days notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the Agency.

6-14.02 Traffic Control Plans (TCP)

Unless the requirement has been modified by 1) the Special Provisions, 2) specifications for development or frontage work, or 3) an encroachment permit issued by the City or by the County, the Contractor shall submit a Traffic Control Plan (TCP) to the Agency for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch
TCP’s for the following types of closures will be reviewed and returned within ten (10) Working Days:

- Single lane closures that cannot be set up in accordance with the guidelines of the current edition of the Caltrans “Manual of Traffic Controls”
- All multi lane (in the same direction of travel) closures
- All lane closures outside the working hours provided in the Contract or permit, including Saturdays, Sundays, and holidays
- Requests for lane closures on streets designated as “no closures permitted during the holiday season”
- Closures affecting pedestrian and bicycle facilities

The Agency reserves the right to extend the above time periods or to request for and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor’s expense. If the Contractor’s operations are damaging the roadway, the Agency has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor’s expense.

6-15 BARRICADING OPEN TRENCHES

Any excavation permitted by the Agency to be left open shall be barricaded with Type II or Type III barricades with flashers. Signs stating "OPEN TRENCH" shall be posted on all sides of the excavation. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the Agency, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches”, in this Section of these Specifications.

6-16 EXISTING UTILITIES

6-16.01 General

The Contractor shall coordinate and fully cooperate with the Agency and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-16.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other
facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances.

Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-16.03 **Exact Locations Unknown**

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The Agency warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the Agency may make adjustments to the Work. Compensation for such adjustments will be in accordance with Section 9, “Changes and Claims”, of these Specifications.

In accordance with Government Code Section 4215, the Agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the Agency be liable for any further or additional costs resulting directly or indirectly from any such occurrence. Compensation will be in accordance with Section 9, “Changes and Claims”, of these Specifications. Nothing herein shall be deemed to require the Agency to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the Agency and the utility owner by the most expeditious means available and later confirm the notification in writing. If the completion of the Work is delayed by failure of the Agency or the utility owner to remove, repair, or relocate the utility, such delay may be an unavoidable delay as defined and provided for in Section 7-12.02, “Unavoidable Delays”, of these Specifications. Nothing herein shall preclude the Agency from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the Agency or the owner of a utility to provide for the removal or relocation of existing utilities.

6-16.04 **Underground Service Alert (USA)**

The County of Yuba is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling the toll free number -- 800-227-2600. U.S.A. does not accept emergency calls. The provisions of Government Code Section 4216 shall be followed.
Each phase of a project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The U.S.A. Regional Notification Center will provide an inquiry identification number to the person contacting the center. The U.S.A. inquiry identification number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation may be stopped and a new forty-eight (48) hour notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid inquiry identification number, the field markings are no longer reasonably visible, the Contractor shall contact the appropriate regional notification center to have the area re-marked.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble paint in paved areas or flags, stakes, whiskers, or some other approved method, in unpaved areas. This paint shall be applied as white dots located inside the excavated area so that when construction is completed there will be no remnants of the paint. Where the exact location of the excavation is not known, the Contractor shall make an attempt to closely identify and outline the areas to be explored. The Contractor shall determine the exact location [twenty-four inches (24") from outside edge on each side of the facility] of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor shall not call in to U.S.A. the entire project boundaries or, on road construction projects, the entire length of the project. The Contractor shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call.

6-16.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to its facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-16.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

<table>
<thead>
<tr>
<th>FIELD MARKINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLOR MARKINGS</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>Safety Precaution Blue</td>
</tr>
<tr>
<td>Safety Alert Orange</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Safety Green</td>
</tr>
</tbody>
</table>
6-17 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the Agency of any working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the Agency or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. Agency review or approval means that the Agency has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-18 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the Agency.

6-19 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the Agency. All such materials shall be the property of the Contractor and the Agency jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the Agency's consent.

6-20 EXCAVATION AND TRENCH SAFETY

6-20.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 "Permits" of the Construction Safety Orders, for all excavations five feet (5') or deeper to which an
employee or Agency person is required to descend. The permit shall be kept at the construction site at all times.

6-20.02  **Shoring, Bracing, Shielding and Sheeteting**

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (6') or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared, stamped and signed by a California registered civil or structural engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Agency or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, "Definitions", shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring and bracing, or equivalent method conforming to applicable safety orders, unless a separate bid item for such work is included in the bid form.

6-21  **PRESERVATION OF PROPERTY**

Roadside trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the Agency, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive Agency approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-22  **OVERLOADING**

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the Agency's satisfaction or reimburse the Agency for the costs of repairing the damage. For pavement assessment prior to construction, contact the Yuba County Public Works Department or the County Department of Transportation Maintenance Manager.
SECTION 7
PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the Agency, a Notice to Proceed will be issued which will constitute authorization to begin work.

The counting of Contract Time shall begin thirty (30) Calendar Days from the time the Contractor receives the Contract forms.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be prosecuted properly with regard to the rights of the public and the safety and integrity of the project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and Agency personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the Agency, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor’s agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, Requests for Information, Field Instructions, Change Orders, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

7-4 WORK TO BE PROSECUTED WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall prosecute the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the Agency, on or before the scheduled completion date.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the Agency.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the Agency and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the Agency may stop the work until the Contractor or the Contractor's superintendent arrives.
7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these Specifications, or in the Special Provisions or the Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor’s plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the Agency may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the Agency to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a schedule, in accordance with this Section 7 and Section 5-8, “Contractor’s Submittals”, of these Specifications, which illustrates the Contractor’s plans for carrying out the Work. The Agency will review the schedule, and any updates or revisions, for conformance to the Contract. Agency review of a schedule, update, or revision does not relieve the Contractor of responsibility for the feasibility of the schedule or requirements for accomplishments of milestones and completion within Contract Time, nor does the Agency review warrant or acknowledge the reasonableness of the schedule’s logic, durations, labor estimates, or equipment productivity.

If no separate item is provided in the Bid Form, payment for schedules shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

The Agency may withhold twenty-five percent (25%) of the Progress Payment but not more than fifty thousand dollars ($50,000), whichever is greater, until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Progress Schedule

A bar chart or similar form of progress schedule will be required for all contracts. Unless otherwise agreed to by the Agency, the latest version of MS Project or Primavera shall be used. The Contractor shall submit three (3) copies, plus an electronic copy, of a complete baseline progress schedule at the preconstruction conference (see Section 7-3, “Preconstruction Conference and Progress Meetings”, in this Section of these Specifications). The baseline progress schedule shall show all major portions of the Work, the estimated dates on which the Contractor shall start each portion of the Work, and the contemplated dates for completing each portion of the Work or the approximate percentage of the Work or portions of the Work scheduled for completion at any time.

Unless agreed to by the Agency, the progress schedule shall be updated and submitted to the Agency with each Progress Payment request or when requested by the Agency. All schedule updates or revisions shall show the effects of any occurrence upon which the Contractor will base
a notice of potential claim or has based any claim (see Section 9, “Changes and Claims”, of these Specifications), and shall expressly call the Agency’s attention to those effects. A revised or updated schedule shall be submitted within ten (10) Working Days of an Agency request.

The Contractor shall carry out the various elements of the Work concurrently, as is practicable, and shall not defer construction of any portion of the Work in favor of any other portion, without the express written approval of the Agency.

Despite the submission of a progress schedule, the Contractor shall be governed by the direction of the Agency if, in the judgment of the Agency, it becomes necessary to accelerate the Work or any part thereof, or cease work at any particular point and concentrate the Contractor’s forces at such other point or points, with the intent of preventing delays.

7-5.02 CPM Schedule

In addition to the initial progress schedule required by the previous Section (Section 7-5.01), the Contractor shall submit a practicable Critical Path Method (CPM) network schedule within thirty (30) days of receipt of the Contract. Unless otherwise agreed to by the Agency, the latest version of MS Project or Primavera shall be used. The CPM network diagram shall be time-scaled and include printouts showing the mathematical analysis of the CPM network diagram. Activities shall include, but not be limited to, construction activities, procurement activities, submittal activities, and any other activities by the Contractor, the Agency, or any other entity that may impact the Work. Submittal and procurement activities shall include falsework drawings, post tensioning drawings, test procedures, mix designs, long time lead items, etc. The following information shall be shown for each activity:

1. Unique number(s) for each activity
2. Activity description
3. Activity relationships and dependencies (logic)
4. Activity duration in Working Days
5. Early start, early finish, late start, late finish dates (calendar date, i.e. day, month, year)
6. Total float, free float
7. For completed activities: actual start dates, actual finish dates, duration, and logic
8. Interim milestone dates and completion dates
9. Detailed list of work contained within each activity
10. Manpower loading for each item of work for unit price contracts
11. Cost loading for each item of work for lump sum contracts

The Contractor shall submit three (3) full-size paper copies and an electronic copy of each CPM schedule. Updates to the CPM schedule shall be submitted with each Progress Payment request, when Contract events are changed, or within ten (10) Working Days of an Agency request. A narrative describing the general status of the Work and addressing any problem areas or delays shall be submitted with each revision or update, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered.
All schedule updates or revisions shall show on the critical path the effects of any occurrence upon which the Contractor has based a notice of potential claim or will base any claim (see Section 9, "Changes and Claims", of these Specifications) and shall expressly call the Agency's attention to the effects.

7-5.03 Four-Week Rolling Schedule

A four-week rolling schedule shall be provided by the Contractor at each progress meeting. The schedule shall provide an accurate representation of the work performed the previous week and work planned for the current week and the subsequent two (2) weeks.

The schedule shall be provided in a bar chart form with information derived from and consistent with the current project schedule. The schedule shall include activity ID number, activity description, start and finish dates (both scheduled and actual), and any other information requested by the Agency. Each activity shall be coded to note activities on the critical path and activities that are behind schedule.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The Agency will have the site remediated or issue a Contract Change Order per Section 9, “Changes and Claims”, of these Specifications if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the Agency, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-21, “Temporary Suspension or Delay of Work”, of these Specifications, until the weather clears or the conditions are no longer unfavorable.

The Contractor must keep roads safe and inspect and maintain stormwater pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the Agency determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or Agency employees.
7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the Agency, no work shall be done between the hours of 6 p.m. and 7 a.m., or on Saturdays, Sundays, or legal holidays. Unless otherwise noted in the Special Provisions or approved by the Agency, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the Agency’s written permission.

7-8.02 Off-Period Work

A written request to work between 6 p.m. and 7 a.m. or on Saturdays, Sundays, or legal holidays, or to close a lane of traffic during peak hours must be submitted at least five (5) Working Days in advance of the intended work. The Agency will evaluate the Contractor's request to determine if there is a benefit to the Agency, a nuisance or a hazard to the public, the project, or the area surrounding the site, and if the Contractor should pay any Agency overtime costs related to the off-period work. The Agency may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or legal holidays for an emergency repair. The Contractor must notify the Agency within one (1) hour of dispatch of the Contractor’s repair crews, and give their name, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the Agency when the emergency repair is completed and the road is clear, or, if an extension of time is required, the Contractor must provide a revised tentative completion date and time.

7-8.04 Revocation of Permission For Off-Period Work

The Agency may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the Agency. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to maintain adequate force and equipment for reasonable prosecution and inspection of the Work, or fails to provide sufficient artificial light to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-8.06 Lane and Road Closures During November/December Holiday Season

Except as provided in the Special Provisions or approved by the Agency, construction will be suspended and no activities that interfere with public traffic shall be conducted on designated streets during the holiday season (defined as the four-day Thanksgiving weekend and December 8 through January 1). A map showing designated streets with holiday season changes may be available from the County. All existing pits, excavations, trenches, and openings in the road
surface shall be backfilled and paved to produce a level and smooth surface. All barricades and barriers shall be removed from all traffic lanes, unless authorized by the Agency as long-term traffic controls. Only emergency repairs as defined in Section 7-8.03, "Emergency Repairs", in this Section of these Specifications will be permitted during the holiday season.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall not connect to or draw construction water from fire hydrants without written approval from the utility owner and the Agency.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work and materials from damage until completion and acceptance of the Work. Neither the Agency nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor’s work.

The Contractor shall store materials and equipment in accordance with manufacturer’s recommendations and erect such temporary structures as required to protect them from damage.

The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the Agency, the Contractor shall submit properly authenticated proof of the Contractor’s compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the Agency for any delays, in accordance with Section 7-13, “Notice of Delays”, in this Section of these Specifications.

7-12.01 Avoidable Delays

The Contractor shall not receive any time extensions or compensation for avoidable delays. Avoidable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the Agency that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for Agency approval or from Agency surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

5. Any curtailment of the Contractor’s operations due to the action of the Air Pollution Control Board of the County of Yuba.
7-12.02 Unavoidable Delays

The Contractor may be granted an extension of Contract time for delays that are determined to be beyond the control of the Contractor, impact a controlling item of work, and could not be prevented by the exercise of care, prudence, foresight, and diligence. Unavoidable delays may include Agency acts, acts of God or of the public enemy, fire, floods, epidemics, and strikes. Material shortages and delays in utility company relocations may be classified as unavoidable if the Contractor produces satisfactory evidence of acting in a timely manner.

1. The Contractor shall not receive any additional compensation due to inclement or unsuitable weather or conditions resulting therefrom, acts of God or of the public enemy, fire, floods, epidemics, strikes, material shortages, or utility relocations.

2. The Contractor may be entitled to additional compensation for unavoidable delays the Agency determined resulted from an Agency act or the discovery of cultural resources as specified in Section 10-12, “Archeological and Cultural Resources”, of these Specifications, except as modified below:
   a. Compensation for unavoidable delays shall not be granted when the Contractor could have reasonably anticipated the delay.
   b. When there are two (2) or more concurrent delays and at least one (1) is noncompensable, no compensation other than time extension shall be provided.
   c. Compensation for unavoidable delays shall be granted only if such unavoidable delay affects controlling operations that would prevent completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the Agency in writing if the Contractor foresees any delay in the prosecution of the Work or immediately upon the occurrence of any unavoidable delay, but in no case shall the written notice be provided to the Agency later than two (2) Working Days after the occurrence of the unavoidable delay. The Contractor shall state the probability of the delay occurring and its cause so the Agency may take steps to prevent the occurrence or continuance of the delay and determine whether the delay is avoidable or unavoidable, its duration, and the extent.

The Agency will assume that all delays were avoidable unless the Agency was notified as indicated above and through its investigation found them unavoidable. No consideration for additional time or compensation will be given for any delay not called to the Agency’s attention at the time of its occurrence.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors carelessly destroy Agency-placed benchmarks and elevation reference points causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these Specifications.

7-15 TIME OF COMPLETION

Time is of the essence on all Agency contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time set forth in the Special Provisions.

The Agency will furnish the Contractor a weekly statement showing the number of days charged to the Contract for the preceding week, the number of days of time extensions approved or under consideration, the number of days originally specified for the completion of the Contract, and the
extended date for completion. The Contractor will be allowed fifteen (15) days from the issuance of the weekly statement to file a written protest stating how the Contractor’s estimate of Contract days charged to the Contract differs from the Agency’s. If no protest is received, it shall be deemed by the Agency that the Contractor has accepted the statement as being correct.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for unavoidable delays or for the execution of extra or additional work shall not operate as a waiver of the Agency’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

A Contract day will not be charged if, in the opinion of the Agency, inclement or unsuitable weather or its effects prevents working on the current controlling operation at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. A current controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.

7-18 EXTENSION OF TIME

The Contractor will be allowed a time extension to complete the Work equal to the sum of all unavoidable delays as determined in accordance with Section 7-12.02, “Unavoidable Delays”, in this Section of these Specifications, plus any adjustments in Contract Time due to Contract Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, in these Specifications. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages. Requests for a time extension must be submitted in writing to the Agency within ten (10) days of the event that is the reason for the request for time extension and before the expiration of the Contract time.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the Agency that the Work is substantially complete and request that the Agency grant substantial completion. Within five (5) Working Days, the Agency and the Contractor shall inspect the Work to determine the status of completion. If the Agency does not consider the Work ready for its intended use, the Agency will notify the Contractor in writing, giving the Agency’s reasons. If the Agency considers the Work ready for its intended use, the Agency will grant substantial completion. The Agency will provide a list of items to be completed or corrected (punch list) before Final Acceptance and Final Payment. Within ten (10) Calendar Days of being provided a list of items to be completed or corrected, the Contractor shall proceed to correct or complete such items. The counting of time for liquidated damages will cease for the entire Work, or a specific portion of the Work, on the date substantial completion is granted, but shall not bind the Agency to formal acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the Agency. The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final
inspection. Surplus material shall be disposed of in accordance with the relevant technical provision of these Specifications.

The final inspection will not be made until final clean up has been accomplished.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the Agency in writing of the completion of the Work, and the Agency shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies. The Contractor shall proceed to correct such defects or deficiencies within ten (10) days of such notification. When notified that correction of the defective or deficient work is complete, the Agency will again inspect the Work to ascertain that the corrections are in accordance with the Contract. The Agency will issue a field acceptance letter and will recommend to the Board final acceptance of the Work if it finds all the corrections acceptable. Field acceptance by the Agency shall cause the commencement of warranty periods, but shall not bind the Board to final acceptance nor relieve the Contractor from the responsibility of completing or correcting any work.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon completion of the Work, including acceptance of M&O manuals, Record Drawings, and test reports, the Agency will recommend to the Board that it accept the Contract as complete. Upon acceptance by the Board, a Notice of Completion will be filed with the County Recorder and a thirty-five (35) day lien period begins. (See Section 8-11, "Final Estimate and Payment", of these Specifications.)
SECTION 8
MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES
It is the Contractor’s responsibility to measure and/or compute the quantities of work completed, subject to verification by the Agency, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts
Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The Agency does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, “Contract Change Order (CCO)”, of these Specifications.

8-1.02 Lump Sum or Job Contracts
Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the Agency prior to acceptance of the first Progress Payment request (see Section 8-5, “Progress Payment Procedures”, in this Section of these Specifications). If requested by the Agency, the Contractor shall furnish full copies of Subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.01, “Progress Schedule”, of these Specifications.

8-1.03 Payment for Mobilization
Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item
When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item
When the Contract or proposed Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

1. The Agency will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the Agency will pay any excess mobilization amount with the final Progress Payment.

2. Payment for mobilization will be prorated as follows: a. When the Progress Payment request is five percent (5%) or more of the original Total Contract Price (excluding mobilization), fifty percent (50%) of the contract item price for mobilization or two and one-half percent (2.5%) of the Total Contract Price, whichever is less, will be paid for mobilization.
a. When the Progress Payment request is ten percent (10%) or more of the original Total Contract Price (excluding mobilization), seventy percent (70%) of the contract item price for mobilization or three and one-half percent (3.5%) of the Total Contract Price, whichever is less, will be paid for mobilization.

b. When the Progress Payment request is twenty percent (20%) or more of the original Total Contract Price (excluding mobilization), ninety percent (90%) of the contract item price for mobilization or four and one-half percent (4.5%) of the Total Contract Price, whichever is less, will be paid for mobilization.

c. When the Progress Payment request is fifty percent (50%) or more of the original Total Contract Price (excluding mobilization), one hundred percent (100%) of the contract item price for mobilization or five percent (5%) of the Total Contract Price, whichever is less, will be paid for mobilization.

d. After final acceptance of the Contract, the amount, if any, of the Contract item price for mobilization in excess of five percent (5%) of the original Total Contract Price will be included for payment in the final estimate made in accordance with Section 8-11, “Final Estimate and Payment”, in this Section of these Specifications.

3. The Agency will not pay additional mobilization compensation for work under a Contract Change Order. Payment for mobilization shall be subject to retention per Section 8-7, “Retention”, in this Section of these Specifications.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress Payments will be made based on the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these Specifications.

8-2.03 Lump Sum or Job Contract

Progress Payments will be based on the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.015, “Final Pay Items”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the Agency. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.
8-2.06 Payment for Material Not Incorporated in the Work

No Progress Payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the Agency.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the Agency accepts a completed or partially completed portion of the Work under Section 4-10, “Use of Completed Portions”, of these Specifications, the Contractor will be compensated in accordance with Sections 8-11, “Final Estimate and Payment”, and 8-12, “Final Payment to Terminate Liability of Agency”, in this Section of these Specifications. When the Agency accepts a completed or partially completed portion of the Work, the warranty period for that portion commences and the Contractor will be relieved of any further maintenance and protection of that portion. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials.

8-5 PROGRESS PAYMENT PROCEDURES

No Progress Payment will be made when, in the judgment of the Agency, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last Progress Payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, on the 20th of each month the Contractor shall submit in writing for Agency review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work through the 20th day of the month. The Bid Form or Schedule of Values shall be used to prepare a Progress Payment request for the items, or portions of items, of the Work completed during the monthly progress period. After deducting all previous payments, the retention as described in Section 8-7, “Retention”, in this Section of these Specifications, and other withholdings as specified in the Contract from the estimated total value, the Agency will pay the Contractor the balance.

The payment of a Progress Payment or the acceptance thereof by the Contractor does not constitute acceptance of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment. An inadvertence or error in an approved Progress Payment request will not release the Contractor or the Contractor’s surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The Agency has the right to correct any error made in any Progress Payment.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the Agency, or any right of the Agency to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.
8-7 RETENTION

8-7.01 Retention to Ensure Performance
As described in Section 8-11, "Final Estimate and Payment", in this Section of these Specifications, the Agency will retain ten percent (10%) of each Progress Payment to ensure performance under the Contract until thirty-five (35) days after filing of the Notice of Completion.

8-7.02 Non-Compliance
The Agency may also retain portions of a Progress or Final Payment for Contract noncompliance in an amount deemed appropriate by the Agency.

8-7.03 Substitution of Securities
At the request and expense of the Contractor, in accordance with California Public Contract Code Section 22300, in lieu of the Agency withholding the ten percent (10%) retention defined in Section 8-7.01, “Retention to Ensure Performance”, in this Section of these Specifications, the Contractor may: 1) substitute a deposit of securities at least equivalent to the retention to be paid, or 2) request the Agency pay retention directly to an escrow agent.

The Contractor and Agency shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST
The Agency may deny a Progress Payment request and/or withhold money from any Progress Payment to:

• Cover any unpaid claims filed pursuant to Civil Code Sections 3179 et seq.;
• Protect the Agency's interest; and/or
• Pay any fines levied against the Work by the Agency or other entities.

The Agency may also deny a Progress Payment request and/or withhold money, or modify any previous Progress Payment, as necessary to protect the Agency from loss due to or affecting enforcement of:

• Defective work not remedied.
• Stop notices filed.
• Failure of the Contractor to make payments properly to Subcontractors for labor, materials, or equipment.
• Evidence that the Work cannot be completed for the unpaid balance of the Contract sum.
• Evidence that the Work will not be completed within the Contract time.
• Damage to the Agency or another contractor.
• Failure to carry out the Work in accordance with the Contract.
• Any violation or non-compliance with Contractor’s legal responsibilities (see Section 6, “Legal Relations and Responsibilities”, of these Specifications), including withholds for wages adjustments in accordance with California Labor Code Section 1727 and any fines incurred by the Agency as a result of the Contractor’s actions.

When, under the provisions of the Contract, the Agency charges any sum of money against the Contractor, the Agency will deduct and retain the amount of such charge from a Progress or Final Payment. If, on completion or termination of the Contract, sums due the Contractor are insufficient to pay the Agency charges against the Contractor, the Agency has the right to recover the balance from the Contractor or the Contractor’s surety.
8-9  **DEDUCTIONS FOR IMPERFECT WORK**

For any portion of the Work retained in accordance with Section 5-19, “Right to Retain Imperfect Work”, of these Specifications, the Agency will deduct from a Progress Payment a just and reasonable amount.

8-10  **LIQUIDATED DAMAGES FOR DELAY**

All parties to the Contract agree that time is of the essence, and that the Work shall be completed within the time stated in the Special Provisions, plus any time extensions as provided in Section 7-18, “Extension of Time”, of these Specifications. The Contractor’s failure to complete the Work within the time allowed will result in damages to the Agency. Because it is impracticable to determine the actual amount of damage by reason of such delay, the Contractor agrees that the sum(s) set forth in the Special Provisions is (are) a reasonable amount to be charged for liquidated damages. It is agreed that the Contractor shall pay to the Agency the sum set forth in the Special Provisions for each and every day’s delay beyond the time prescribed in the Contract, and the Contractor further agrees that the Agency may deduct and retain the amount thereof from any monies due or to become due the Contractor under the Contract.

8-11  **FINAL ESTIMATE AND PAYMENT**

Subsequent to Field Acceptance as detailed in Section 7-21, “Final Inspection and Field Acceptance”, of these Specifications, the Contractor shall provide a proposed Final Payment request, segregated as to Contract item and Contract Change Order work.

The Agency will review the proposed Final Payment request and, after deducting all previous payments and all amounts to be deducted, withheld, and/or retained under the provisions of the Contract and Public Contract Code Section 7107, shall create the Final Payment request. All Progress Payments shall be subject to correction in the Final Payment.

Within fifteen (15) Calendar Days after the proposed Final Payment request is returned to the Contractor, the Contractor shall submit to the Agency a written approval of said request or a written statement of exceptions. The Contractor’s statement of exceptions shall be in sufficient detail for the Agency to ascertain the basis and amount of the exceptions; failure to provide the detail shall be sufficient cause for denial of the exceptions. Any claim of the Contractor or the Contractor’s Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the Final Payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, the Agency will infer acceptance of the final Progress Payment request as submitted to the Contractor.

If no liens or claims have been filed against the Contractor after thirty-five (35) days from the filing of Notice of Completion, the Agency will approve for payment the entire sum due, including the release of any retention.

8-12  **FINAL PAYMENT TO TERMINATE LIABILITY OF AGENCY**

Payment of the final amount due under the Contract shall release the Agency, and the Agency’s officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of work performed under the Contract. Tender of this payment shall constitute denial by the Agency of any unresolved claim of the Contractor not specifically excepted in writing by the Contractor. The Contractor’s acceptance of the Final Payment shall release the Agency and the Agency’s officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of work performed under the Contract or any alterations thereof, except unresolved items set forth in the statement of exceptions.
8-13 DISPUTED PAYMENTS

The Agency will decide disputes regarding payments under the Contract according to the procedures set forth in Section 9, “Changes and Claims”, of these Specifications. The decision of the Agency will be final.
SECTION 9  
CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The Agency reserves the right to order corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order may be made prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, “Ordering of Changes”, in this Section of these Specifications.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written order from the Agency, in accordance with Section 9-2, “Ordering of Changes”, in this Section of these Specifications.

Payment for changed or extra work will not be made without the Agency’s written authorization.

9-2 ORDERING OF CHANGES

The Agency may order a change, in writing, during the course of the Work, and the Contractor shall comply with the order. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, “Field Instructions or Other Written Directives”, of these Specifications. Changes that require an adjustment to the total Contract Price or the Contract Time will be formalized in a Contract Change Order, in accordance with Section 9-14, “Contract Change Order (CCO)”, in this Section of these Specifications. Failure of the Agency and Contractor to agree to terms of any order for change shall not relieve the Contractor of his obligation to complete all work specified in the order.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use his expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, “Deleted Items”, in these Specifications. The CICP Program shall not apply to Agency contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and his Subcontractor must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

While a CICP is being considered or processed, the Contractor shall proceed with the Work as scheduled.

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or his Subcontractor. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the project and shall comply with the following conditions:

- Required function, reliability, and safety of the project will be maintained without detracting from the life expectancy or increasing maintenance requirements.
- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.
- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The
proposed change shall not involve payment of royalties by the Agency to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for Agency evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.
3. A clear identification of all advantages and disadvantages for each proposed change.
4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.
5. A summary of estimated costs, including the following:
   a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:
      - Quantities of material and equipment
      - Unit prices of materials and equipment
      - Labor hours and rates for installation
      - Subcontractor and prime Contractor mark ups
      - Operation and maintenance costs before and after the CICP
      - Cost for implementing the CICP not included elsewhere
   b. Contractor's share of the savings based on the sharing provision in Section 9-3.05, "Sharing Provisions and Formula", in this Section of these Specifications.
   c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.
6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the Agency's use of any CICP or the supporting data submitted pursuant to this program. Suggested wording for inclusion in CICP's is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the Agency's right to use the information if it is available from any source without limitations. The Agency has the right to duplicate, use and disclose any information if the CICP is accepted."

The Agency may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, the Agency will not be liable for the Contractor's cost of developing the CICP if it is withdrawn or rejected.

9-3.04 Acceptance

The Agency will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order (CCO)", in this Section of these Specifications, if a CICP is accepted.
The Agency's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive fifty percent (50%) of the Net Capital Savings based on the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the Agency will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, engineering costs for reviewing and redesigning the changes. However, Agency costs for processing the CICP are excluded.

9-4 CHANGES TO THE CONTRACT

If directed by the Agency, within fourteen (14) Calendar Days of issuance of an order for a change, the Contractor shall provide a cost and time proposal prepared in accordance with the requirements of Sections 9-8, “Payment for Changes”, and 9-12, “Time Extensions for Changes”, in this Section of these Specifications. The Contractor’s proposal shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, “Cost and Pricing Data”, in this Section of these Specifications.

If the Contractor does not submit a proposal within fourteen (14) Calendar Days, and unless the Agency is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the order for change with no additional compensation. If the order for change is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, “Force Account”, in this Section of these Specifications.

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

The Contractor shall comply with and prosecute all portions of the order for change with the same diligence and manner as if the changes were originally included in the Contract, except as otherwise provided in the order.

If agreement is reached regarding payment, but not a time adjustment, the Agency shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the Agency in accordance with Section 9-12, “Time Extensions for Changes”, in this Section of these Specifications.

When the Agency and Contractor cannot agree on the credit for deleted work, the Agency’s estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the Final Payment that the Agency’s estimate is in error.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The Agency may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The Agency shall have access to the records supporting such cost and pricing data in accordance with the following Section (Section 9-7, “Access to Records”).

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the Agency shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall
include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the Agency’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the Agency, or selected by the Agency in the absence of agreement, shall be set forth in the order for change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, and material supplier costs. The proposal shall include labor surcharges of twenty-six percent (26%), sales tax, and markups as stipulated in Section 9-9, “Markups for Changed Work”, in this Section of these Specifications.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the Agency and Contractor if none are contained in the Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer’s Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with State Specification Section 4-1.03B, “Increased or Decreased Quantities”.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the Agency may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the Agency, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these Specifications in Sections 9-8.03.A, “Labor”, 9-8.03.B, “Materials”, and 9-8.03.C, “Equipment”; plus the percentages stipulated in Section 9-9, “Markups for Changed Work”.

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the Agency not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR’s) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR’s shall list names of all Contractor’s staff, the staff person’s craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the Agency’s DWR’s in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the Agency. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the Agency. The cost of labor will be the sum of the following:

SECTION 9 Page 4
9-8.03.A(1) Actual Wages
Charges for labor will be the Contractor’s actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A(2) Labor Surcharge
A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A(3) Subsistence and Travel
The Agency will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the Agency. Documentation must be provided to the Agency.

9-8.03.B Materials
Payment will be for the purchaser’s actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The Agency reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment
The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”. If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the Agency prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts
Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of Section 9-8.03, “Force Account”, in this Section of these Specifications, apply to the computation of subcontract costs. Subcontractors shall compute markups per the following Section (Section 9-9, “Markups for Changed Work”).

9-9 MARKUPS FOR CHANGED WORK
Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office overhead, jobsite indirect costs, jobsite office personnel, general field
superintendence, general engineering, supervision of labor, bond and insurance premiums, and
general field expense, and shall constitute full compensation for all costs not included as actual
labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed
the following:

<table>
<thead>
<tr>
<th>Service</th>
<th>Markup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>25%</td>
</tr>
<tr>
<td>Materials</td>
<td>15%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>15%</td>
</tr>
<tr>
<td>Bonds and Insurance</td>
<td>2%</td>
</tr>
</tbody>
</table>

The Contractor or Subcontractor, whomever actually performs the changed work, may add the
markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and
any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not
to exceed five percent (5%), subject to the limitations of this Section.

When the Agency is entitled to credit for deleted work, a ten percent (10%) credit for deleted
overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE UNAVOIDABLE DELAYS

Payments will be made as follows for compensable unavoidable delays, as defined in Section 7-
12.02, “Unavoidable Delays”, in these Specifications.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable
unavoidable delay to the extent costs are incurred. The prices paid for equipment will be those in
the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”,
with the following modifications:

- The right-of-way delay factor for each classification of equipment will be
  applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not
  more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays
and holidays, for the duration of the delay.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including
   management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and
   accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments
   made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as management,
   supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized
   in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices.
   Compensation for on-site plant, incidentals, and facilities for non-field office personnel including
   branch office and home office personnel will not be provided. Compensation for these items and
   other incidentals is included in the following Section (Section 9-10.03, “Markup for Compensable
   Unavoidable Delays”).

9-10.03 Markup for Compensable Unavoidable Delays

Except for compensable unavoidable delays associated with archeological and cultural resources
as described in Section 10-12, “Archeological and Cultural Resources”, of these Specifications
and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Section, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The Agency will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the Agency, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The Agency will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The Agency’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled only to adjustment in Contract Time if completion of the entire Work is extended due to the change impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-4, “Changes to the Contract”, in this Section of these Specifications shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the Contract.

9-14 CONTRACT CHANGE ORDER (CCO)

The Agency will issue a Contract Change Order (CCO) for approval if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a Contract Change Order approved by the Board. A Contract Change Order is generally comprised of one or more Field Instructions or other written directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

The Contractor’s written agreement of a Contract Change Order, Field Instruction, or other written directive will constitute his final and binding agreement to the provisions of the Contract Change Order, Field Instruction, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Contract Change Order, Field Instruction, or other written directive, the Contractor may submit a notice of potential claim to the Agency in accordance with Section 9-17, “Notice of Potential Claim”, in this Section of these Specifications. Disagreement with the provisions of a Contract Change Order, Field Instruction, or other written directive will not relieve the Contractor of the Contractor’s obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and Agency fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Instruction or other written directive. Within fourteen (14) Calendar Days after receipt of the Field Instruction or other written directive, the Contractor may submit a written
protest detailing the Contract requirements exceeded and the approximate cost and/or time change. Failure to submit a protest within the specified period constitutes a waiver of the Contractor’s rights to adjustments in the Total Contract Price or Contract Time for the disputed Contract requirement.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless ordered in writing by the Agency.

If the Agency agrees with the Contractor’s written protest, the Total Contract Price and/or Contract Time will be adjusted through a Contract Change Order. Protests and claims denied by the Agency will be so stated in writing.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation for any cause, including any disagreement, protest, or change, any act or failure to act by the Agency, or the happening of any event, thing or occurrence, unless the Contractor has given the Agency due advance written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

Except as required below, the Contractor shall promptly provide written notification to the Agency upon discovery of concealed or unknown conditions or any disagreement, protest, situation, event, or occurrence that may result in a claim. This notice shall be submitted no more than two (2) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation; failure to do so waives the claim.

9-18 SUBMISSION OF CLAIMS

9-18.01 Claims Less Than $375,000

Claims for three hundred seventy-five thousand dollars ($375,000) or less shall be in accordance with Section 20104 of the Public Contract Code.

9-18.02 Claims Greater Than $375,000

For claims greater than three hundred seventy-five thousand dollars ($375,000), the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor’s claim will be based on Agency's records and the claim documentation submitted by Contractor.

Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background

2. Issues
   a. Index of issues
   b. For each issue:
      • Background
      • Chronology
      • Contractor’s position (reason for Agency’s potential liability)
      • Supporting documentation of merit
      • Supporting documentation of damages

3. Critical path method schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits

5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Each copy of claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

“I, ______________, being the (must be an officer) of (general contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Agency is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

(Signature of officer)  (Date) "

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor, the Contractor shall be liable to the Agency for three (3) times the amount of damages which the Agency sustains, plus the cost of civil action, and may be liable to the Agency for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER’S DECISION

The Engineer may be requested to consider a dispute or claim if the Agency and Contractor representatives reach an impasse. A request for an Engineer’s Decision shall be made by the Contractor, in writing, within fourteen (14) days of the date of impasse. In requesting an Engineer’s Decision, each party shall provide a detailed description of their position and state the objections to the position of the other party. Evidence, records, and supporting information shall be included. Copies of all correspondence and information shall be provided to both parties.

The Engineer will review the facts of the dispute and may request additional information, evidence, or testimony. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the Agency and Contractor representatives.

The Engineer may decline to consider a dispute and refer the matter to a Dispute Review Board, if provided for in the Contract.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by Mediation if the Contractor and the Agency agree in writing. The Contractor shall submit a written request for Mediation no later than thirty (30) days after the Agency issues the final written decision.
Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

9-20.01 Initiation of Mediation

Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.

9-20.02 Request for Mediation

A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.

9-20.03 Selection of Mediator

Upon receipt of a Request for Mediation, within thirty (30) days, the parties will meet and confer to select an appropriate Mediator agreeable to all parties. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

9-20.04 Qualifications of A Mediator

Any Mediator selected shall have expertise in the area of the dispute and be knowledgeable in the Mediation process. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation. Before accepting an appointment, the prospective Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall meet and confer and decide whether to select another Mediator.

9-20.05 Vacancies

If any Mediator shall become unwilling or unable to serve, another Mediator shall be selected unless the parties agree otherwise.

9-20.06 Representation

Any party may be represented by persons of their choice, who shall have full authority to negotiate. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

9-20.07 Time and Place of Mediation

The Mediator shall set the time of each Mediation session. The Mediation shall be held at any convenient location within Yuba County agreeable to the Mediator and the parties, as the Mediator shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within thirty (30) days after selection of the Mediator.

9-20.08 Identification of Matters In Dispute

At least ten (10) days before the first scheduled Mediation session, each party shall provide the Mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved. Such memoranda shall be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue presented. The Mediator may require each party to supplement such information.

9-20.09 Authority of Mediator

The Mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the Mediator may also obtain expert
advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine. The Mediator is authorized to end the Mediation whenever, in the Mediator’s judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

9-20.010 Privacy

Mediation sessions are private. The parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

9-20.011 Confidentiality

Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a Mediator while serving as Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings or any of the following: (a) Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute; (b) Statements made by the other party in the course of the Mediation proceedings; (c) Proposals made or views expressed by the Mediator; or (d) Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

9-20.012 No Stenographic Record

There shall be no stenographic record of the Mediation.

9-20.013 Termination of Mediation

The Mediation shall be terminated (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or (c) by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

9-20.014 Exclusion of Liability

No Mediator shall be a necessary party in judicial proceedings related to the Mediation. No Mediator shall be liable to any party for any act or omission in connection with any Mediation conducted hereunder.

9-20.015 Interpretation and Application of These Mediation Provisions

The Mediator shall interpret and apply these Mediation provisions insofar as they relate to the Mediator’s duties and responsibility.

9-20.016 Expenses

The expenses of witnesses for either side shall be paid by the party producing the witnesses. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the request of the Mediator, shall be split equally between the parties.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4.
9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written Agency approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.
SECTION 10
ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL
Dust control shall conform to the relevant article of the Special Provisions of these Specifications.

10-2 AIR POLLUTION CONTROL
The Contractor shall comply with all Federal, State, Agency, and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the Agency as noted in the Special Provisions.

10-3 BURNING
Unless otherwise provided in the Special Provisions or approved by the Agency in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General
The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 Agency Requirements
Unless specified otherwise in the Contract, all construction projects in the Yuba County must have a water pollution control program as follows:

• Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Stormwater Pollution Prevention Plan (SWPPP). (See Section 10-4.04 in this Section of these Specifications.)

• All other construction must comply with the Minimum Agency Requirements. (See Section 10-4.06 in this Section of these Specifications.)

The minimum program required will be specified in the Special Provisions or by the Agency. Contractor may opt to comply with a more restrictive program than that which is required by the Special Provisions or the Agency. The Contractor must then conform to all requirements of both the minimum applicable program and the more restrictive program.

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the Agency, without a water pollution control program. The Contractor shall submit the program to the Agency for review.
The Agency is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of Agency review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City, County, Agency and local permits, rules, regulations, ordinances, statutes, and Agency directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Section or the Special Provisions
- The County of Yuba Grading Permit
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The Yuba County Municipal NPDES Permit

The Contractor’s responsibility to provide water pollution control under this Section ends at Field Acceptance of the Work. (See Section 7-21, “Final Inspection and Field Acceptance”, of these Specifications.)

All permits shall be obtained prior to the commencement of construction.

10-4.04 Stormwater Pollution Prevention Plan

Construction projects disturbing more than the threshold number of acres must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). The General Permit is issued by the SWRCB and is enforced by the City, the County and the Central Valley Regional Water Quality Control Board (Regional Board). Failure to obtain General Permit coverage or to comply with the requirements of the General Permit could result in significant daily fines. General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The owner of the project (Agency) will be responsible for filing the NOI unless specified otherwise in the Special Provisions. The General Permit also requires inspection of erosion and sediment control measures before, during, and after storm events. This inspection is the responsibility of the contractor.

The SWPPP shall be prepared by the contractor in accordance with the General Permit or other permit or conditions specified in the Special Provisions, regardless of whether or not the Work is subject to said permit. The SWPPP shall be prepared by an individual knowledgeable about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor and approved by all concerned agencies before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for Agency, City, County and Regional Board Inspectors upon request. The contractor is responsible for all updates and shall submit to the Agency immediately for review. At a minimum, the SWPPP shall include:

1. Site Drawing (to scale)
   - Indicate Best Management Practices (BMP’s) locations and types.
   - Indicate location of soil stockpiles and solid waste containers.
   - Delineate vehicle and equipment fueling, servicing, cleaning and storage areas.
• Designate material storage areas.
• Show grading limits.
• Indicate site drainage during execution of the Work.
• Identify provisions for stabilization of vehicle access to site.
• Details
• Provide drawings and information for BMP’s and other pollution prevention measures.
• Provide drawings for secondary containment.

2. Narrative
• Indicate chemicals, potential pollutants and hazardous materials to be used and methods for safekeeping.
• Describe de-watering operations.
• Describe methods for spill prevention and control.
• Describe secondary containment.
• Describe handling and disposal of solid waste.
• Describe method and equipment for treatment and disposal of de-watering discharge.
• Describe storage and dispensing of fuel and lubricants.
• Describe cleanout and disposal of ready mix concrete.
• Describe sanitation provisions.
• Describe method to ensure effectiveness of BMP’s.

3. Monitoring procedures (including forms and schedules)

10-4.05 Minimum Agency Requirements
If the Work does not fall under Sections 10-4.04 or 10-4.05 in this Section of these Specifications, the Contractor, prior to commencing work, shall prepare a water pollution control program detailing the following:
• Location of soil stockpiles and solid waste containers
• Vehicle and equipment fueling, servicing, cleaning and storage areas
• Material storage areas
• Chemicals, potential pollutants and hazardous materials to be used and methods for safekeeping
• Site drainage during execution of the Work
• Stabilization of vehicle access to site
• De-watering operations
• Methods for spill prevention and control
• Secondary containment
• Handling and disposal of solid waste
• Storage and dispensing of fuel and lubricants
• Clean out and disposal of ready mix concrete
• Sanitation provisions
• Monitoring procedures

The water pollution control program shall be submitted to the Agency for review.

10-4.06 Compliance

Compliance with the provisions in this Section does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP’s. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the Agency for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the Agency may direct the Contractor to revise the operations and water pollution control program. The Agency may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the Agency suspending the Work in accordance with Section 5-21, “Temporary Suspension or Delay of Work”, of these Specifications. The Agency reserves the right to take corrective action and withhold Agency costs for corrective action from progress payments or final payment in accordance with Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these Specifications.

Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these Specifications.

10-4.07 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the Agency. The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, “Erosion, Sediment, and Water Pollution Control”, in this Section of these Specifications.
10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the Agency grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the Agency prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases.

Sanitary conveniences for the use of the workers shall be obscured from the public and constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for Agency review:

1. The Contractor’s procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

   • Equipment availability, suitability, and integrity
• Personnel training
• Experience
• Supervision
• Safety
• Accident experience
• Permit-required confined space policy
• Hot work procedures (if applicable)
• Lock-out/tag-out procedures (if applicable)

The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals", of these Specifications.

The Contractor will not be allowed to make a permit-required confined space entry until the Agency has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 Agency Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces.

After the Agency has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

• Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.

• Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

A debriefing session will be held with the Contractor at the conclusion of the entry operation to ascertain if any hazards were encountered or created and remain.

The Agency's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Section (Section 10).

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint Agency – Contractor Entries

Unless otherwise directed in writing by the Agency, when Agency employees work along side the Contractor in a permit-required confined space, the permit procedures for both the Agency and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.
10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other Agency-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the Agency directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the Agency or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered unavoidable in accordance with Section 7-12.02, "Unavoidable Delays", of these Specifications.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees in the County of Yuba. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions, Technical Specifications or by the Agency. The following measures specify minimum requirements for protection of existing trees. The term "Certified Arborist" is defined as a current certificate holder as established by the International Society of Arboriculture.

- No trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the Agency. Every reasonable effort shall be made to avoid creating conditions adverse to the trees’ health. The Contractor shall notify the Agency if any construction operations called for in the Contract Documents may cause damage to any existing trees or vegetation to be preserved.

- The natural ground within the dripline of protected trees shall remain as undisturbed as possible. The area within the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. The dripline area shall be identified on the ground by a circle with a radius measurement from the trunk of the tree to the tip of its longest limb. The limb cannot be cut back in order to change the dripline. Removing limbs within the dripline does not change the originally protected root zone. Temporary Protective Fencing, with a minimum height of four feet (4'-0") shall be installed continuously around the dripline perimeter of the protected trees prior to beginning the Work. The Contractor shall provide fencing as needed to meet the requirements of this project. The location of all proposed Temporary Protective Fencing shall be staked by the Contractor, for approval by the Engineer, before the start of Temporary Protective Fencing installation. Temporary Protective Fencing shall be completely installed in place and approved by the Engineer before the start of any construction operations.

- No signs, ropes, cables, or any other items shall be attached to a protected tree, except those cables recommended by a Certified Arborist for limb support.

- No vehicles, construction equipment, temporary or mobile buildings, supplies, materials, or facilities shall be driven, parked, stockpiled, or located within the dripline of protected trees.

- Where it is not possible to establish a protected zone at the dripline (i.e., project work requires activity within the dripline), tree trunks and limbs greater than 2 inches in diameter shall be protected with a cushioning material to prevent incidental damage. The Contractor
shall propose a protective cushioning material and method of attachment to the Engineer for approval prior to construction.

- Pruning of tree canopies is likely to be required for equipment access and to prevent damage to trees during construction activities. Pruning shall be the minimum required for equipment clearance. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. All branches shall be cut cleanly without peeling, tearing, splitting, or damage to the branch collar. All cuts shall be thinning cuts (i.e., removal at the point of attachment or to a node) rather than heading cuts or stub cuts (a cut between points of attachment or nodes). No covering, chemical or liquid treatment of pruning cuts shall be used. Branches greater than 2 inches in diameter shall be cut only under the direction of a Certified Arborist. No single tree shall be subjected to removal of greater than 20% of the tree canopy. Pruning of more than 20% of the canopy shall be done only under the direction of a Certified Arborist and with the approval of the Engineer.

- It is likely that tree roots will be encountered within the scope of grading. For all roots encountered during construction operations, roots shall be cut cleanly by hand to expose minimum tree tissue surface area to disturbance (i.e., cuts shall be made directly across the cross section rather than at an angle across the root). Damaged roots shall be traced back and cleanly cut behind any split, crack, or other damage. Exposed roots shall be immediately backfilled with soil to prevent drying. If, due to the construction, the roots must be unearthed for more than two (2) hours, they must be kept moist and covered with wet burlap or an approved equal until they are covered by moist earth. Supporting structural buttress roots that provide stability to the tree or keep it from toppling shall be protected in place. The Contractor shall hand-dig in the dripline of protected trees to prevent root cutting and mangling. Roots greater than 2 inches in diameter shall be cut only under the direction of a Certified Arborist and with the approval of the Engineer. No single tree shall be subjected to root pruning for greater than 20% of the total area beneath the tree canopy (dripline). Root pruning of more than 20% of the area beneath dripline shall be only be done under the direction of a Certified Arborist and with the approval of the Engineer.

- Unauthorized grade cuts or fills are not permitted within the dripline of protected trees. Cuts or fills necessary beyond the dripline but near the protected trees shall be contoured to drain away from the protected tree’s dripline.

- No utility line trenching will be permitted within the driplines of protected trees. If it is necessary to install underground utilities within the dripline of a protected tree, the utility line shall be either bored or drilled to avoid damaging roots. If the Agency determines boring or drilling is inappropriate, the utility line trench may be hand dug under the direct supervision of a Certified Arborist to avoid damaging roots.

- All pruning and other activities involving trees shall follow current professional practices and standards as recommended by the International Society of Arboriculture.

- The Contractor shall immediately notify the Engineer if any protected trees or vegetation are damaged by the Contractor's operations. The Contractor shall remove any damaged vegetation at the Contractor's own expense as directed by the Engineer. If, in the opinion of the Engineer, existing vegetation to be protected is damaged during construction, the Contractor, at no additional cost to the Agency, shall replace such damaged plants with plants of the same species from sources and at sizes and quantities approved by the Engineer as adequate for replacement. Determination of extent of damage, value of damaged plants, and suitable replacement will rest solely with the Engineer.

- The Engineer shall make weekly inspections to ensure the Temporary Protective Fencing stays in place and to monitor the health of the trees. The Contractor shall undertake any required action at the discretion of the Engineer to ensure the health of the trees (e.g., supplemental irrigation, fertilization, soil compaction remediation, etc.).
• The Contractor shall completely remove and lawfully dispose of all vegetative debris (such as from authorized tree removal and pruning activities) offsite.
SECTION 11
PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL
Preconstruction photographs and Record Drawings are required on all Agency Work.

11-2 PRECONSTRUCTION PHOTOGRAPHS
Preconstruction photographs shall be taken by the Contractor at one-hundred foot (100’) intervals along the route of the Work before any construction begins. The view in each photograph shall include a sign showing the date, name of the Project, lateral or street, and applicable station designation. The sign shall not block the important areas of the view and shall be legible in a three and one-half inch by five inch (3-1/2” x 5”) print. Each photograph shall be taken from a point between four feet (4’) and eight feet (8’) above the ground. All prints shall show good details in both shadow and sunlit areas. Negatives may be of any size provided minimum negative resolution throughout the major area of the negative is one hundred (100) lines per inch multiplied by the enlargement factor necessary to produce an eight inch by ten inch (8” x 10”) print.

The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work.

All essential features of the project area shall be shown accurately. The Agency may order additional photographs showing additional features or orientations, if the Agency determines that all essential features are not accurately or adequately shown.

A sample of twenty-four (24) photographs shall be submitted to the Agency for approval before proceeding with the remaining photographs. All photographs which do not conform to these Specifications, as determined by the Agency, shall be retaken.

The Contractor shall submit to the Agency one (1) three and one-half inch by five inch (3-1/2” x 5”) color glossy print, and the negative, of each photograph taken. Prints shall be submitted in a three-ring photo album binder with clear plastic covered fillers, four (4) photos each side, grouped according to street, lateral or line, and in sequence. The name and number of the Contract and Contractor’s name shall appear on the binder cover. Each group of prints shall be identified by a label which projects beyond the edge of filler and is easily recognized. Negatives may be placed within the filler sleeves or submitted separately.

A video tape of the jobsite in a digital format shall also be submitted. The content and quality requirements for the photographs shall apply to the video tape.

11-3 RECORD DRAWINGS
The Contractor shall maintain a neat and accurately marked set of Record Drawings, which shall be provided to the Agency for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:

Red - Additions including notes and dimensions.

Green - Deletions (by hash marks or appropriate lines through the deletion.)

Graphite (gray) - General comments and notes used by Contractor or Agency and not required on the as-built.
Yellow - Work completed as shown and used by Agency in field review of the as-built, during the submittal phase.

Blue - Agency verification and notes required to be added and noted by Agency in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the Agency at all times and shall be updated at least weekly with all Field Instructions and other written directives, Contract Change Orders, and Contract adjustments shown thereon and initialed by the Agency. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the Agency at the final inspection. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the Agency. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 PAYMENT

When the Contract includes a payment item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price.

The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, and video tape, as specified in these Specifications and the Special Provisions, and as directed by the Agency.

When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs and video tape is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.
SECTION 12
CONSTRUCTION AREA TRAFFIC CONTROL

12-1 GENERAL

Construction area traffic controls and devices shall conform to the requirements in the following Sections of these Specifications: Section 6-11, “General Safety Requirements”; Section 6-12, “Public Convenience and Safety”; Section 6-13, “Public Safety and Traffic Control”; Section 6-14, “Traffic Control Plans (TCP)”; Section 7-8, “Peak Hours, Hours of Darkness, Holidays, and Weekends”; and this Section (Section 12). Attention is directed to the “Manual of Traffic Controls for Construction and Maintenance of Work Zones” (hereafter referred to as the “Manual”) published by Caltrans. All traffic controls and devices shall be as specified in the Manual unless otherwise indicated herein or in the Contract. At no time shall the requirements in these Specifications be construed as to reduce the minimum standards of the Manual. Copies of the Manual may be purchased from the California Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

All traffic control devices including, but not limited to, traffic cones or portable delineators, telescoping flag trees, arrow boards, barricades, and signs shall be placed before beginning work and shall be removed from the right-of-way at the end of each day or shift, or, for long-term closures, when no longer needed, and shall be placed so as to not obstruct bicycle lanes and pedestrian facilities. All traffic control devices left in the right-of-way by the Contractor are subject to removal by the Agency. The Contractor shall be required to pay any costs incurred by the Agency associated with the removal of these devices.

No equipment shall be parked within any traffic lanes, medians, or within the public right-of-way at any time of day or night, including holidays and weekends, without an approved lane or road closure. The Contractor shall notify the Agency a minimum of five (5) Working Days in advance of any lane closure and twenty (20) Working Days in advance of any road closure. Attention is directed to Sections 6 and 7 of these Specifications for additional information.

12-2 FLAGGING

12-2.01 Flaggers

Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flaggers” published by Caltrans. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor’s expense. All flaggers shall be trained as required by Cal/OSHA Regulations, and proof of such training shall be made available by the Contractor upon request by the Agency.

Flaggers shall be used where necessary to control the flow of traffic through the construction site and shall be used in all cases where traffic is being routed through the construction zone under one-way control, or when ordered by the Agency.

12-2.02 Flagging Costs

Unless specified otherwise in the Special Provisions, the cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the construction site in accordance with the provisions in Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these Specifications shall be considered included in other items of work and no additional compensation will be made.

12-3 TRAFFIC-HANDLING EQUIPMENT AND DEVICES

12-3.01 General

In addition to the requirements in the Manual, all devices used by the Contractor in the performance of the Work shall conform to the requirements in this Section (Section 12).
Traffic-handling equipment and devices damaged from any cause during the progress of the Work shall be repaired or replaced by the Contractor at the Contractor's expense.

12-3.02 Cones
Traffic cones shall be of good commercial quality, flexible material suitable for the purpose intended. Reflective bands shall be used with cones when lane or road closures are conducted at night. The outer section of the portion above the base of the cone shall be a highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be at least twenty-eight inches (28”). The base shall be of sufficient weight and size or shall be anchored in a manner such that the traffic cone will remain in an upright position.

If the traffic cones are damaged, displaced, or are not in an upright position, they shall immediately be replaced or restored to their original location and position by the Contractor.

The traffic cones shall be placed at intervals as shown in the Manual, or as directed by the Agency.

When no longer required for delineation, all portable cones shall be removed from the work site.

12-3.03 Portable Channelizers
Portable channelizers shall be fabricated from materials having sufficient rigidity to remain upright when unattended, but shall be flexible enough to collapse upon impact by a vehicle. The base shall be of such shape as to prevent roll after impact. The base shall be of sufficient mass or shall be anchored in a manner such that the channelizer shall remain in an upright position. Ballast, if used for the bases of portable channelizers, shall be sand or water. On long-term closures, channelizers shall be affixed to the pavement as required by the Agency.

If the portable channelizers are displaced or are not in an upright position, the channelizers shall immediately be replaced or restored to their original location and position by the Contractor.

The vertical portion of the portable channelizer shall be of a fluorescent orange or predominantly orange color. Reflective bands shall be affixed to all channelizers used for night operations. The posts shall be not less than three and one-half inches (3-1/2”) in diameter. The minimum height shall be three feet (3’) above the road surface. When no longer required for delineation, all portable channelizers shall be removed from the work site immediately.

12-3.04 Telescoping Flag Trees
Telescoping flag trees shall be of good commercial quality material, clean and intelligible, suitable for the purpose intended, and capable of maintaining an upright position at all times while in use.

12-3.05 Portable Flashing Barricades
Each flashing barricade unit shall consist of a lamp, a flasher unit, a standard, a battery power source, and a base. The units shall be assembled to form a complete, self-contained, flashing beacon that can be delivered to the Work and placed in immediate operation.

- The barricade standard shall be adjustable with provisions for securing the standard at the desired height.
- The lens for the beacon lighting unit shall be glass or plastic conforming to the provisions in ANSI Standard: D-10.1 for yellow traffic signal lens.
- The lamp shall be rated at 25 W for operation on 12-V battery current.
- The flashing beacon assembly shall be weatherproof and shall be capable of operating a minimum of 150 hours between battery recharging or other routine maintenance.

Portable flashing barricades shall be checked periodically to assure functionality. Any flashing barricades found to be in a condition that would prevent them from functioning as required to provide adequate warning at night shall be promptly removed from service and replaced with an operational unit.
12-3.06 Barricades

Barricades are designated by type according to function and physical characteristics. Type I, II and III barricades are portable construction barricades; Type IV barricades are intended for permanent installation. Type I, II, and III barricades shall conform to the provisions, details and dimensions as specified in the Manual. Type IV barricades shall conform to the Contract.

12-3.06.A Materials

Materials for Type I, II and III barricades shall conform to provisions of the Manual.

Type IV barricades shall be constructed of materials as follows:

- Posts shall be four inches by four inches (4"x4"), nominal size, highway post grade redwood or No. 2 heart structural grade redwood (1000f).
- Rails shall be two inches by six inches (2"x6"), nominal size light framing construction grade Douglas fir, free of heart center.
- Object markers for mounting on each post between the rails shall be red reflectorized sheeting, tape or plates, [three inches by five inches (3"x5") minimum size]. Where called for on the Plans, object markers shall be Type N markers (9-spot) conforming to the provisions of the Manual.
- Paint for posts and rails shall consist of a minimum of one coat of wood primer and two coats of white exterior latex enamel, conforming to the provisions of the relevant technical provision of these Specifications.

Barricade warning lights shall conform to the provisions as specified in the Manual. Unless otherwise specified in the Contract, Type A Barricade Warning Lights (flashers) shall be used.

The Contractor shall establish the necessary quality control to assure compliance with these Specifications. No Certificate of Compliance, as such, will be required for Type IV barricades. A Certificate of Compliance may be required for Type I, II and III barricades for warning lights to assure compliance with these Specifications.

12-3.06.B Installation and Maintenance

12-3.06.B(1) Construction Barricades

Construction barricades of the type specified in the Special Provisions shall be furnished and set at locations as directed by the Agency. The barricades shall be maintained for as long as necessary and shall be checked for their position location at the close of each day's activity and more often as necessary.

The batteries of warning lights shall be maintained at a high rate of charge at all times.

12-3.06.B(2) Permanent Barricades

The posts of the barricade shall be placed in holes excavated to the required depth as shown on the Plans. The space around the posts shall be backfilled with selected earth free of deleterious material and compacted. Wood wedges may be used to plumb posts prior to backfilling. Wood posts of barricades shall not be embedded in concrete.

Rails shall be attached to posts with 16d-galvanized nails.

All exposed wood surfaces shall be given one application of wood primer and two (2) coats of white exterior enamel, conforming to the provisions of the relevant technical provision of these Specifications. After painting, the object markers shall be attached to each post as shown on the Plans.
12-3.07 **Flashing Arrow Sign (FAS)**

The use of a Flashing Arrow Sign (FAS) is required on major streets for lane closures during hours of darkness and for all lane closures lasting more than two (2) hours, or as specified in the Contract or as directed by Agency. Major streets are those roadways with two or more marked traffic lanes in each direction. An exception may be allowed in situations where it is determined by the Agency that the amount of traffic does not warrant the use of a FAS.

FAS shall be finished with commercial quality flat black enamel and shall be equipped with yellow or amber lamps that form arrows. Each lamp shall be provided with a visor and the lamps shall be controlled by an electronic circuit. The control shall be capable of dimming the lamps by reducing the voltage to fifty percent plus or minus five percent (50% ± 5%) for nighttime use.

Each FAS shall be mounted on a truck or on a trailer and shall be capable of operating while the vehicle is moving and being placed and when the FAS is operating in place or being maintained. The trailer on which the FAS is mounted shall be equipped so that it can be leveled and plumbed.

Power to operate the sign shall be obtained from the vehicle on which the sign is mounted or from a generating plant mounted on the vehicle. The power supply shall be monitored by the Contractor and, if failure is observed, a replacement FAS shall be put in use immediately either by the Contractor or the Agency. If the Agency provides and places the replacement FAS, the Contractor is responsible for reimbursement of the Agency’s costs.

12-3.08 **Construction Area Signs**

12-3.08.A **General Requirements**

The Contractor is responsible for informing the public of traffic conditions existing within the construction area at all times by placing warning and advisory signs. The term “Construction Area Signs” shall include all temporary signs required for the direction of public traffic through or around the Work during construction. These signs are shown in or referred to in the current Manual. All construction area signs shall be installed at the locations shown on the Plans and/or as directed by the Engineer.

All construction area signs shall conform to the dimensions, color, and legend requirements of the Plans, the current Manual, and these Specifications. All sign panels shall be the product of a commercial sign manufacturer, and shall be as specified in these Specifications.

12-3.08.B **Covering Signs**

The Contractor may be required to cover certain signs during the progress of the Work. Covers for construction area signs shall be of sufficient size and density to completely block out the message so that it is not visible either during the day or at night. Covers shall be fastened securely to prevent movement caused by wind.

12-3.08.C **Cleaning Signs**

The Contractor shall clean all construction area sign panels at the time of installation and as often thereafter as the Agency determines to be necessary, but at least once every month.

12-3.08.D **Used Signs**

Used signs will be considered satisfactory for use if approved by the Agency before placement.

12-3.08.E **Replacement and Backup Signs**

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice. The Contractor shall maintain an inventory of the commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish the items on short notice.
12-3.08.F Stopping or Parking Prohibition (Tow-Away Zone)

The Contractor may install "Tow-Away" or "No Parking, No Stopping" signs in critical areas to provide traffic lanes or work areas. Prohibition of stopping or parking, or the installation of tow-away signs, requires the approval of and issuance of a permit from the Agency and the City or County. The Contractor shall notify the Agency five (5) Working Days in advance of the placement of the signs. After approval of the stopping or parking restrictions or tow-away signs, the Contractor shall furnish and place approved "NO STOPPING" or "NO PARKING" signs where directed. The messages on the signs must include the dates and times of the required prohibition. Article 22652 of the California State Vehicle Code requires a sign to be in place twenty-four (24) hours before it becomes legally enforceable.

12-3.08.G Protection, Maintenance, Removal, Storage, and Resetting of Signs

The protection and maintenance of existing signs and the removal, protection, storage, and resetting of traffic signs that are affected by the Work is the responsibility of the Contractor, as directed by the Agency or as specified in the Special Provisions. The Contractor shall inventory all existing signs prior to the start of work. The Agency will confirm the inventory in writing prior to the start of work.

12-3.08.H Movement of Traffic Signs and Traffic Control Facilities

Existing traffic signs and traffic control facilities within the limits of the Work shall not be moved except as necessary to prevent them from being damaged by construction operations or as directed in writing by the Agency. When a sign needs to be removed because it interferes with the Contractor's work, it shall be done only with the written permission of the Agency.

12-3.08.I “Road Construction Ahead (C-18)” and “End of Construction (C-13)” Signs

All scheduled road construction within the right-of-way lasting longer than twenty-four (24) hours shall have permanent construction signs installed. C-18 “Road Construction Ahead” signs shall be installed at the approaches to the Work and C-13 “End of Construction” signs shall be installed at the egresses of the Work. Each sign shall be permanently placed on a four-inch by four-inch (4” x 4”) post and shall remain in place until the Work has been completed, or until directed by the Agency in writing. Exact placement of the signs will be determined in the field by the Agency and the City or County.

12-3.08.J Contractor Furnished Signs

The size, wording, and location of all signs furnished and erected by the Contractor must be approved by the Agency prior to placement.

12-3.08.K Obscuring Visibility and Conflicting With Meaning

Signs or other protective devices furnished and erected by the Contractor shall not obscure the visibility of, nor conflict in intent, meaning, and/or function with existing signs, lights, or traffic control devices, or any construction area signs, lights, and traffic control devices.

12-3.08.L Permanent Construction Signs

Permanent construction signs shall be installed on wood posts in the same manner shown on the Plans for installation of roadside signs.

Post sizes and numbers of posts shall be as shown on the Plans, except that when stationary mounted signs are installed and the type of sign installation is not shown on the Plans, post size and the number of posts will be determined by the Agency. Posts shall be good, sound, wood posts, suitable for the purpose intended.

Sign panels for stationary signs shall consist of Type IIIA reflective sheeting applied to a sign substrate. Sign panels shall conform to the requirements specified for aluminum signs in the Caltrans “Specifications for Aluminum Signs”. Copies of the Caltrans “Specifications for Reflective Sheeting Aluminum Signs and Framing Details for Sheet Aluminum Signs” may be obtained from
the Caltrans Office of Business Management, Materiel Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.

Sign panels shall also conform to the following:

- Type IIIA reflective sheeting and aluminum substrates shall be as specified in the “Specifications for Reflective Sheeting Aluminum Signs”. Sign substrates fabricated from materials other than aluminum shall be as specified in the Special Provisions.

- Legend and border may be applied by a screening process or by use of pressure sensitive cut-out sheeting. Size and spacing of letters and symbols shall be as depicted on the sign specification sheets published by Caltrans. Copies of the sign specifications may be purchased from the Caltrans Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815.

- All rectangular sheet aluminum signs over 1375 mm measured along the horizontal axis, and all diamond-shaped sheet aluminum signs 1500 mm and larger shall be framed unless otherwise specified. Frames shall be constructed in accordance with “Framing Details for Sheet Aluminum Signs”, Sheets 1 through 4 and Table 1 on Sheet 5, as published by Caltrans. Sign panel fastening hardware shall be commercial quality.

**12-3.08.M Removal of Permanent Traffic Control Signs**

For existing permanent traffic control signs that are to be removed and not relocated, the Contractor shall remove all sign faces, hardware, and posts. The Contractor shall deliver the removed items to the City or County facility designated in the Special Provisions. The Contractor shall replace any sign faces, hardware, or posts damaged during removal and transport.

**12-3.08.N Regulatory Sign Placement and Removal**

The temporary relocation of each "STOP" or other regulatory traffic sign shall be done immediately upon its removal, and to a location as close as possible to the original position of sign or as directed by the Agency.

Stop signs and other traffic control signs and facilities necessary for the control of traffic during the project shall be maintained in their original positions, as noted in the Agency's inventory, except for temporary repositioning necessitated by the Work. No signs may be moved from their original positions without prior written approval of the Agency. Temporary sign positions must be equivalent to the original positions. The standard sign position is seven to ten feet (7’ to 10’) from the edge of pavement. Stop signs should not be located more than thirty feet (30’) from the painted roadway centerline, unless they are supplemental signs, more than forty feet (40’) in advance of the limit line, or more than twenty feet (20’) beyond the limit line. When the intersection approach width for one direction of traffic is thirty feet (30’) or more, the Agency may require that stop signs be erected on both the left and right sides of that approach.

Temporary traffic control signs may be mounted on portable supports only during working hours when the Contractor's workers are available to maintain the signs in proper position at all times. The position and mounting devices for temporary signs shall be subject to the approval of the Agency.

Outside of working hours, and at all other times when the Contractor is not available to maintain signs on portable temporary supports, all temporary stop signs and other traffic control signs must be mounted on their original or equivalent posts. The posts must be set in the ground with compacted backfill to a depth of at least thirty-two inches (32”) in the same way that permanent signs are installed. The bottom of the sign face must be at least five feet (5’) but not more than seven feet (7’) above the edge of traveled way, and must be seven feet (7’) above the edge of traveled way if subject to pedestrian traffic adjacent to the post. When temporary sign post holes must be dug in completed pavement surfaces, the Agency shall review the temporary position with respect to the proper final position.
12-3.08.O  Sign Posts

When the Work will change traffic patterns, require relocation, removal, or installation of permanent regulatory traffic control and other signs, the Contractor shall relocate, remove, or install sign posts as shown on the Plans, or as directed by the Agency.

12-4  PAYMENT

Except as otherwise provided in these Specifications or the Special Provisions, full compensation for conforming to the requirements in the following Sections of these Specifications—this Section (Section 12); Section 6-11, “General Safety Requirements”; Section 6-12, “Public Convenience and Safety”; Section 6-13, “Public Safety and Traffic Control”; Section 6-14, “Traffic Control Plans (TCP)”; and Section 7-8, “Peak Hours, Hours of Darkness, Holidays, and Weekends”—will be paid as shown in the bid schedule as a lump sum item.

Full compensation for repairing damage to detours caused by public traffic is included in the prices paid for the various items of work and no additional compensation will be paid.
SPECIAL PROVISIONS
SPECIAL PROVISIONS

SP-1 LOCATION OF WORK
The 200-year Goldfields Levee (GF200YR) Project is located in Yuba County in California along a portion of the Yuba River South Levee (YRSL), beginning approximately 1,000 feet southwest of the existing YRSL terminus.

SP-2 SCOPE OF WORK
The work includes approximately 13,910 linear feet (2.6 miles) of levee improvements as outlined below:

- Levee embankment construction
- Cutoff wall construction
- Seepage berm construction
- Detention basin construction
- Modification and/or relocation of utilities

SP-3 SITE CONDITIONS
The Contractor shall satisfy himself or herself concerning the nature and location of the work; the general and local conditions, particularly those affecting transportation, disposal, handling and storage facilities; availability of labor, water, power, communications, roads, climatic conditions and seasons; physical conditions at the job sites and Project areas as a whole; job-site topography and ground conditions; permits, equipment, and facilities needed preliminary to, and during, work prosecution; and all other matters which can in any way affect the work, including cost thereof. Failure of the Contractor to become acquainted with all available information regarding any applicable conditions will not relieve the Contractor from the responsibility for properly estimating either the difficulties or the costs of successfully performing the work.

SP-4 ALLOWABLE TIME, SCHEDULE CONSTRAINTS AND TIME OF COMPLETION
As required in Section 7-5 of the General Provisions, the Contractor is required to provide a baseline schedule indicating how the work will be performed during the time allowed. The Contractor may schedule the work in any reasonable fashion so that all work is completed by the times specified herein. There are several constraints, as outlined in separate provisions that will apply to the work and must be incorporated into the Contractor’s schedule. As set forth in Section 7-15 of the General Provisions, the Time of Completion for the Contract shall be as provided in the following table.

<table>
<thead>
<tr>
<th>TIME OF COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>200-YEAR GOLDFIELDS LEVEE PROJECT</td>
</tr>
<tr>
<td>Description of work</td>
</tr>
<tr>
<td>1. Complete cutoff wall construction</td>
</tr>
<tr>
<td>2. Complete levee embankment construction</td>
</tr>
<tr>
<td>3. Complete submittal packages for all pipe crossings</td>
</tr>
</tbody>
</table>

No levee disturbance activities, unless otherwise indicated or approved by the Agency, will be allowed prior to April 15, 2020 and after October 31, 2020.

Refer to SP-5 for Liquidated damages and SP-47 for additional detail.

SP-5 LIQUIDATED DAMAGES
As set forth in Section 8-10 of the General Provisions, the liquidated damages for this Contract shall be as provided in the following table:

LIQUIDATED DAMAGES

200-YEAR GOLDFIELDS LEVEE PROJECT

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Date of Completion</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Complete cutoff wall construction</td>
<td>October 1</td>
<td>$4,000/Day</td>
</tr>
<tr>
<td>2. Complete levee embankment construction</td>
<td>October 31</td>
<td>$4,000/Day</td>
</tr>
<tr>
<td>3. Complete submittal packages for all pipe crossings to be completed in 2014 Within 20 days of Notice to Proceed</td>
<td>$500/Day</td>
<td></td>
</tr>
</tbody>
</table>

Refer to SP-4 and SP-47 for additional information regarding construction completion dates and restrictions.

The liquidated damages shall be additive should multiple activities subject to liquidated damages be incomplete concurrently.

SP-6  SCHEDULE CONSTRAINTS

The acquisition of right-of-way for some areas of the project is still pending. The Contractor is hereby notified that access to the following locations will not be available until the following dates:

<table>
<thead>
<tr>
<th>Beginning Station</th>
<th>Ending Station</th>
<th>Date Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

SP-7  ALLOWABLE WORK HOURS

The Contractor shall limit construction activities to between the hours of TBD a.m. and TBD p.m., Monday through Saturday, and TBD a.m. to TBD p.m. on Sunday. Work outside these hours for round-the-clock construction activities will be limited to cutoff wall installation work and well drilling activities only and will only be permitted by the Agency if justified to complete the Project on schedule. No other construction work will be allowed outside the above listed hours. Such extended work hours must be reflected in the Contractor’s initial approved schedule for the Project. The Agency shall be compensated for its costs for additional inspection if the need to work additional hours is caused by the Contractor’s failure to prosecute the work properly after the initial schedule is accepted, or is needed to recover schedule.

SP-8  LANDS AND RIGHT-OF-WAY

The right-of-way for the construction of work, as shown on the Plans, will be provided by the Agency. The Contractor is responsible for obtaining land rights and easements for areas to be used for the Contractor’s own convenience outside the right-of-way shown and construction limits shown on the Plans.

SP-9  LAND AVAILABLE FOR USE FOR TEMPORARY FACILITIES

In addition to existing levee easements, see Specification Section 01 50 02.00 41, TEMPORARY CONSTRUCTION FACILITIES, for requirements pertaining to properties that can be used for temporary construction facilities.

SP-10  ACCESS BY THE AGENCY, AND OTHER JURISDICTIONAL PUBLIC AGENCIES

Reclamation District 784 (RD 784) are responsible for operating and maintaining the existing levee. The Contractor shall conduct the work so that RD 784 personnel and equipment are not prevented access to, from and passage along the existing levees at all times for normal and emergency purposes. The Central Valley Flood Protection Board, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the National Marine Fisheries Service, the State Department of Fish and Wildlife, and Yuba County have jurisdictional authority over the work as defined in the respective sections on permits and agreements. The
Contractor shall allow these agencies, and other jurisdictional public agencies, unrestricted access to the Project site.

**SP-11 ACCESS ALONG THE LEVEE FOR ADJACENT OWNERS**

The Contractor shall coordinate with the Agency, its representatives, and the adjacent land owners to allow for and/or provide access for farm equipment and vehicles, as necessary, through the area denoted as “Construction Limit” on the project plans. Farmer access may be required along the waterside of the levee and/or across the area noted as “Construction Limit” on the plans.

**SP-12 CONSTRUCTION ACCESS**

All haul and access routes shall be existing public roads, maintenance roads, and temporary haul roads created along the land and water sides of the levee footprint as directed for such use by the Agency. Stockpiling of construction materials, including portable equipment, vehicles, and supplies, shall be restricted to designated construction limits. Movement of heavy equipment to and from the Project site shall be restricted to a Contractor plan approved by the Agency prior to movement of the heavy equipment. The Contractor’s construction access points shall be limited to public roadways unless otherwise noted or as directed in the field by the Agency. Paved areas at access points shall be swept each day, or more frequently, as required by the Contractor to control dust and clean up material tracked or spilled on said paved areas or roadways. The Contractor shall conform to all governing codes, laws, and ordinances.

**SP-13 LOCKING GATES**

The Contractor shall take care to protect and operate the existing gates that control access to the Project right-of-way, in conformance with Agency requirements. These requirements include preventing passage through the gates of unauthorized persons and equipment during periods of Contractor use of the gates and locking the gates during non-construction periods.

**SP-14 WATER SOURCE FOR CONSTRUCTION OPERATIONS**

Refer to Specification Section 01 50 02.00 41, TEMPORARY CONSTRUCTION FACILITIES, for possible water sources that have been identified by the Agency and for the requirements pertaining to the use of these sources by the Contractor. Construction water shall not be obtained from the Yuba River.

**SP-15 PROTECTION OF EXISTING IMPROVEMENTS**

Except as specified herein or as shown on the Plans, existing structures, facilities, utilities, or other improvements in the area adjacent to the work area shall not be disturbed, damaged, or undermined by the Contractor, except where in the opinion of the Agency it is essential to relocate such improvements. If relocation of any facility is required, the Contractor shall relocate the improvements to be at least equal in condition and utility to the original. The Contractor shall take all necessary precautions to prevent any damage to existing facilities. Should damage or injury occur as a result of the Contractor’s operations, the Contractor shall repair or replace such damaged facilities to the Agency’s satisfaction at the Contractor’s expense.

The Contractor shall repair any damage to public streets resulting from the Contractor’s operations at the Contractor's expense.

The contractor shall repair any damage to levee crown roadways that are utilized as haul routes, including but not limited to, repairing the crown road surfacing to its pre-project elevation and cross slope.

**SP-16 CLEANING UP**

The Contractor shall comply with Section 10-11 of the General Provisions and the pertinent sections of the Technical Specifications. The Contractor shall dispose of all trash items in closed containers, which should be removed at least once per day. Vegetative wastes shall be chipped or delivered to waste energy facilities, mulched, composted, or used for firewood.
SP-17 RECORD DRAWINGS
The Contractor shall maintain a neat and accurate marked set of working record drawings in accordance with Technical Specification Section 01 78 00, CLOSEOUT SUBMITTALS, and General Specification Section 11-3 and the applicable requirements of the General Provisions. The record drawings shall be subject to the inspection of the Agency at all times and shall be kept current weekly with all work instructions, change orders, and construction adjustments shown thereon and initiated by the Agency. The Agency reserves the right to withhold progress payments, or portions thereof, if record drawings are not maintained as stated above.

SP-18 PERMITS AND APPROVALS
The Agency has obtained various permits, agreements, and rights for performance of the work. These permits may be described more fully in other Special Provisions and are provided in the reference section of these Specifications. The Contractor may be required to obtain duplicate permits or be a signatory on the Agency obtained permits. The Contractor shall be responsible for complying with all conditions of the permits and agreements. Any delays to the Project resulting from the Contractor’s failure to follow permit requirements will not be the responsibility of the Agency and the Contractor will not be granted any extension of time for such delays.

The Contractor is responsible for obtaining all environmental permits or use permits required for easements to land being used for the Contractor’s own convenience. Any delays to the Project resulting from the lack of these additional permits or the Contractor’s failure to follow permit requirements will not be the responsibility of the Agency and the Contractor will not be granted any extension of time or additional compensation for such delays.

Permits from Yuba County will be required for the construction of the Work and for hauling on public roadways. The contractor shall be responsible for obtaining all such permits and for all associated fees consistent with Section 6-10 of the General Provisions.

SP-19 CENTRAL VALLEY FLOOD PROTECTION BOARD
The Agency has obtained encroachment permits from the Central Valley Flood Protection Board for work on the YRSL. A sample permit has been included in the reference documents to highlight typical Board conditions. The attached permit is for general reference only. A copy of the actual permit will be provided prior to the start of construction. The Contractor shall comply with the conditions of this permit(s), except where the Technical Specifications specify criteria that are more stringent.

SP-20 SOIL HANDLING ENVIRONMENTAL CONTROLS
The Contractor is advised that all properties within the construction areas may have residual levels of pesticides that are typical for California agricultural properties.

SP-21 FIRE CONTROL
The Contractor shall comply with protocols in Section 10-3 of the General Provisions. Onsite burning of removed vegetation shall be prohibited.

SP-22 ENVIRONMENTAL AWARENESS TRAINING PROGRAM
Before any work occurs in the biological study area, including vegetation clearing and grading, a qualified biologist will conduct mandatory contractor/worker awareness training for construction personnel. The awareness training will be provided to all construction personnel to brief them on the need to avoid effects on sensitive biological resources (e.g., riparian habitat, special-status species, special-status wildlife habitat) and the penalties for not complying with permit requirements. The biologist will inform all construction personnel about the life history of special-status species with potential for occurrence onsite, the importance of maintaining habitat, and the terms and conditions of the BO or other authorizing document. Proof of this instruction will be submitted to USFWS, CDFW, or other overseeing agency, as appropriate.
The training also will cover the restrictions and guidelines that must be followed by all construction personnel to reduce or avoid effects on special-status species during project construction. The crew foreman will be responsible for ensuring that crew members adhere to the guidelines and restrictions. Educational training will be conducted for new personnel as they are brought on the job during the construction period. General restrictions and guidelines for vegetation (and wildlife) that must be followed by construction personnel are listed below.

- Where suitable habitat is present for listed species, TRLIA will clearly delineate the construction limits through the use of survey tape, pin flags, orange barrier fencing, or other means, and prohibit any construction-related traffic outside these boundaries.

- Project-related vehicles will observe the posted speed limit on hard-surfaced roads and a 10-mile-per-hour speed limit on unpaved roads during travel in the project site.

- Project-related vehicles and construction equipment will restrict off-road travel to the designated construction area.

- All food-related trash will be disposed of in closed containers and removed from the biological study area at least once a week during the construction period. Construction personnel will not feed or otherwise attract fish or wildlife to the project site.

- No pets or firearms will be allowed on the project site.

- To prevent possible resource damage from hazardous materials such as motor oil or gasoline, construction personnel will not service vehicles or construction equipment outside designated staging areas.

- Any worker who inadvertently injures or kills a special-status wildlife species or finds one dead, injured, or entrapped will immediately report the incident to the biological monitor. The monitor will immediately notify TRLIA, who will provide verbal notification to the USFWS Endangered Species Office and/or the local Department of Fish and Wildlife warden or biologist within 1 working day. TRLIA will follow up with written notification to USFWS or Department of Fish and Wildlife within 5 working days.

- The biological monitor will record all observations of federally listed species on CNDDB field sheets and submit to CDFW.

Construction personnel shall participate in an environmental awareness training program each time new Contractor personnel begin work on the site. The Contractor shall provide a translator during training sessions that include Spanish language speakers and other languages as needed or necessary. Training shall be completed for key contractor personnel prior to any ground disturbing activities. See Section 10 of the General Provisions for details of specific training requirements.

**SP-23 CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AGREEMENT**

The agreement with the California Department of Fish and Wildlife is part of this Contract. The Contractor shall comply with the requirements of this agreement. A copy of the Agreement will be provided prior to the start of construction. The allowable time period for performing the work within the stream zone, as defined in the Agreement, of the Yuba River, and unnamed tributaries shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of May 1 to October 1. Revegetation, restoration, erosion control work, and the construction of fences are not confined by this time period. The Contractor is also required to sign the Agreement (together with the Agency) prior to commencement of work. If the Contractor anticipates work to go beyond this time period, the Agency must be notified by the Contractor in a timely manner to avoid delay for coordination with the appropriate resource agencies to request an extension of work period.
The Section 2081 Incidental Take Permit, pursuant to the California Endangered Species Act, is part of this Contract. The Contractor shall comply with the conditions of this permit(s), except where the Technical Specifications specify criteria that are more stringent.

**SP-24  U.S. FISH AND WILDLIFE SERVICE**

A Biological Opinion by the U.S. Fish and Wildlife Service is a part of this contract. The Contractor shall comply with the terms and conditions and is responsible for implementing all requirements and obligations included in the opinion. A copy of the Biological Opinion is included in the references.

**SP-25  CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION**

The California Regional Water Quality Control Board’s Clean Water Act Section 401 Water Quality Certification is part of this Contract. The Contractor shall comply with the requirements of this certification. A copy of the permit will be provided prior to start of construction.

**SP-26  DEPARTMENT OF THE ARMY PERMIT**

The Department of the Army authorization pursuant to Section 404 of the Clean Water Act is part of the Contract. The Contractor shall comply with the terms and conditions and is responsible for implementing all requirements and obligations included in this permit. A copy of the permit will be provided prior to start of construction.

**SP-27  STOP WORK AUTHORITY**

The Agency Biologist shall have the authority to immediately stop any activity that is not in compliance with the permits, and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species (e.g., giant garter snake, Swainson’s hawk, valley elderberry longhorn beetle, Federally- and State-listed fish).

**SP-28  IMPLEMENT FUGITIVE DUST CONTROL PLAN**

The Contractor shall comply with the provisions of Section 10-1 of the General Provisions. The Contractor shall prepare and submit a dust control plan to the Feather River Air Quality Management District (FRAQMD) and to for the YRSL work and shall receive approval of the plan before groundbreaking.

The dust control plan shall be implemented if unmitigated emissions exceed PM10 or PM2.5 thresholds. Dust control measures to be included in the fugitive dust control plan are listed below.

- Water active unpaved areas at all construction sites at least twice daily in dry conditions or more frequently as required, with the frequency of watering based on the type of operation, soil, and wind exposure.
- Prohibit all grading activities and water all areas of disturbed soil under windy conditions (more than 20 miles per hour).
- Limit onsite vehicles to a speed that prevents visible dust emissions to extend beyond unpaved roads.
- Cover all trucks hauling dirt, sand, or loose materials.
- Cover active and inactive storage piles where appropriate.
- Cover or hydroseed unpaved areas that will remain inactive for extended periods.
- Apply soil stabilizers to active and inactive areas where appropriate.
- Install wheel washers at the entrance to construction sites for all exiting trucks.
• Sweep streets if visible soil material is carried out from the construction site. Sweeping will be done at least once per day unless conditions warrant a more frequent application.

• The contractor will post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the FRAQMD also will be visible.

During the performance of the work, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to prevent the construction operations from producing dust in amounts harmful to persons, damaging to property, or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work, or as directed by the Agency. Dust control will be strictly enforced with particular emphasis on work areas adjacent to residential and agricultural properties. The curtailment of the construction activities as a result of inadequate dust control measures will not be considered an unavoidable delay. The Contractor shall suspend all grading operations when fugitive dust levels exceed levels specified by FRAQMD or OSHA Permissible Exposure Limits (PEL’s) for airborne particles not otherwise specified (NOS) (5 milligrams per cubic meter), whichever is most stringent.

SP-29 AIR POLLUTION CONTROL

The Contractor shall comply with the protocols in Section 10-2 of the General Provisions. The Contractor shall also implement the following measures to reduce emissions and air pollution:

• No open burning of removed vegetation. Vegetative material will be chipped or delivered to waste or energy facilities.

• Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.

• Reduce use, trips, and unnecessary idling of heavy equipment. Shut down idling equipment that is not used for more than 5 consecutive minutes as required by California law.

• Construction equipment exhaust emissions will not exceed 40% opacity or Ringelmann 2.0. Operators of vehicles and equipment found to exceed opacity limits will take action to repair the equipment within 72 hours or remove the equipment from service.

• Maintain all construction equipment in proper tune according to manufacturer’s specifications.

• Locate stationary diesel-powered equipment and haul truck staging areas as far as practical from sensitive receptors.

• Use existing power sources (e.g., power lines) or clean fuel generators rather than conventional diesel generators, when feasible. If existing power sources are unavailable, clean fuel, low-emission on-site stationary generator equipment shall be used.

• Substitute gasoline-powered for diesel-powered equipment when feasible.

• Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the state or a local district permit. The owner/operator will be responsible for
In addition to the measures above, the construction contractor will assemble a comprehensive inventory list (make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that will be used an aggregate of 40 or more hours for the construction project, prior to mobilizing to the job site. The construction contractor then will apply the following mitigation measure to those pieces of equipment.

The construction contractor will provide a plan, for approval by FRAQMD for work in Yuba County demonstrating that the heavy-duty off-road equipment to be used at the project sites, including owned, leased, and subcontractor equipment, will achieve a project-wide fleet-average reduction of 20% for NOX and 45% for DPM, compared to the most recent ARB fleet average at time of construction. TRLIA will use the construction mitigation calculator downloaded from the Sacramento Metropolitan Air Quality Management District web site (or similar tool approved by FRAQMD) to perform the fleet average evaluation. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology (Carl Moyer Guidelines), or installation of after-treatment emission control devices. FRAQMD will be contacted to review and approve the alternative measures.

The Contractor submit for Agency review all submittals to FRAQMD and shall provide the Agency copies of monthly updates to FRAQMD.

**SP-30 GENERAL MEASURES TO REDUCE EMISSIONS**

The contractor shall implement the following mitigation measures:

- No open burning of removed vegetation. Vegetative material will be chipped or delivered to waste or energy facilities.

- Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.

- Reduce use, trips, and unnecessary idling of heavy equipment. Shut down idling equipment that is not used for more than 5 consecutive minutes as required by California law.

- Construction equipment exhaust emissions will not exceed 40% opacity or Ringelmann 2.0. Operators of vehicles and equipment found to exceed opacity limits will take action to repair the equipment within 72 hours or remove the equipment from service.

- Maintain all construction equipment in proper tune according to manufacturer’s specifications.

- Locate stationary diesel-powered equipment and haul truck staging areas as far as practical from sensitive receptors.

- Use existing power sources (e.g., power lines) or clean fuel generators rather than conventional diesel generators, when feasible.
• Substitute gasoline-powered for diesel-powered equipment when feasible.

• Portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, may require ARB Portable Equipment Registration with the State or a local district permit. The owner/operator will be responsible for arranging appropriate consultations with ARB or the air districts to determine registration and permitting requirements prior to equipment operation at the site.

**SP-31 NOISE CONTROL**

The Contractor shall comply with the provisions of Section 10-6 of the General Provisions to avoid and minimize noise impacts from the construction activities. To the extent feasible, construction contractors shall control noise from construction activity such that noise does not exceed applicable noise standards specified by the appropriate jurisdiction. Where there is not a specific noise standard, noise shall be limited to 60 dBA-Leq at noise-sensitive uses between the hours of TBD a.m. and TBD p.m. or 45 dBA-Leq between the hours of TBD p.m. and TBD a.m.

Before construction or haul activities begins within 600 feet of one or more noise-sensitive receptors (residences and other noise-sensitive uses if identified on the plans) the Contractor shall provide written notification to the Agency identifying the potentially affected residents and the type, duration, and frequency of construction activities.

The Contractor shall develop a construction noise control plan which identifies specific feasible noise control measures that shall be employed and the extent to which the measure will be able to control noise to specific noise ordinance limits. The plan will identify areas where it is not considered feasible to comply with applicable noise limits. The noise control plan shall be submitted to the Agency for review before any noise-generating activity begins.

Measures that shall be implemented to control noise may include the following:

• Locate noise-generating equipment as far away as practical from residences and other noise-sensitive uses.

• Equip all construction equipment with standard noise attenuation devices such as mufflers to reduce noise and equip all internal combustion engines with intake and exhaust silencers in accordance with manufacturer’s standard specifications.

• Establish equipment and material haul routes that avoid residential uses to the extent practical, limit hauling to the hours between TBD a.m. and TBD p.m., and specify maximum acceptable speeds for each route.

• Employ electrically powered equipment in place of equipment with internal combustion engines where practical, where electric equipment is readily available, and where this equipment accomplishes project work as effectively and efficiently as equipment powered with internal combustion engines.

• Restrict the use of audible warning devices such as bells, whistles, and horns to those situations that are required by law for safety purposes.

• Provide a noise-reducing enclosure around stationary noise-generating equipment.

• Provide temporary construction noise barriers between active construction sites that are in close proximity to residential and other noise-sensitive uses. Temporary barriers can be constructed or created with parked truck trailers, soil piles, or material stock piles.
SP-32  ARCHAEOLOGICAL, PALEONTOLOGICAL, AND CULTURAL RESOURCES

Refer to Section 10-11 of the General Provisions for requirements related to archaeological, paleontological, and cultural resources.

In the event of the inadvertent discovery of archaeological, paleontological, or cultural resources the contractor shall cease work within 100-ft of the vicinity of the find and shall immediately notify the Agency for further direction. The Contractor shall allow access to the Agency and its representatives and shall cooperate with all pertinent mitigation procedures.

SP-33  GIANT GARTER SNAKE PROTOCOL

The Contractor shall comply with the provisions of the Construction Contractor Protocols for Avoiding and Minimizing Impacts to the giant garter snake, which is included in General Provisions, Section 10-14. In addition, the Contractor shall implement the following measures:

- Install exclusion fencing as noted on the project documents. Exclusion fencing shall be installed and maintained for the duration of active construction.
- Inspect fencing to ensure it is in good working order. If any snakes are observed within the construction area during this inspection or at any other time during construction the Agency shall be immediately notified. If a snake (believed to be a giant garter snake) is encountered during construction, activities shall cease until appropriate corrective measures have been completed or it has been determined that the snake would not be harmed. Inspections shall continue until project construction is complete or until the fences are removed, as directed by the Agency.
- Vegetation clearing within 200 feet of the banks of potential giant garter snake aquatic habitat would be limited to the minimum area necessary. Avoided giant garter snake habitat within or adjacent to the project area would be flagged and designated as an environmentally sensitive area, to be avoided by all construction personnel.
- The movement of heavy equipment within 200 feet of the banks of potential giant garter snake aquatic habitat would be confined to designated haul routes to minimize habitat disturbance.
- Before ground disturbance, all construction personnel would participate in a CDFW and USFWS-approved worker environmental awareness program. A qualified biologist approved by the CDFW and USFWS would inform all construction personnel about the life history of giant garter snakes and the importance of both aquatic and upland habitat areas. Proof of this instruction would be submitted to the CDFW and USFWS.

Work within 200 feet of giant garter snake habitat areas shall not commence until May 1, unless directed by Agency, and initial ground-disturbance shall be completed by October 1. By July 15 of each year, the Contractor shall submit to the Agency a plan identifying all areas where ground disturbing activities are planned between October 1 and May 1 to allow the Agency to schedule a survey of the habitat areas by a qualified biologist. Contractor shall coordinate with the Agency to implement conservation measures prior to September 15 such as placement of exclusionary fencing, disturbance, dewatering, or other measures required to proceed with out of season work. Giant garter snakes encountered during construction activities shall be allowed to move away from the area on their own volition.

SP-34  RAPTORS AND MIGRATORY BIRDS

The Contractor shall comply with the provisions of the Construction Contractor Protocols for Avoiding and Minimizing Impacts to Raptors, Special Status, and Other Nesting Birds, which are included in Section 10-13 of the General Provisions. The Contractor shall provide advance notice to the Agency prior to commencement of ground disturbing activities to allow the Agency to schedule a pre-construction survey of the habitat areas by a qualified biologist. If a nesting bird is found injured on the Project site, the Agency Biologist shall be notified immediately. No trees with active raptor or migratory bird nests may be removed.
If active nests are found in the survey area, no-disturbance buffers will be established around the nest sites, by the Agency biologist, to avoid disturbance or destruction of the nest site until the end of the breeding season (approximately September 1) or as determined by a qualified wildlife biologist.

**SP-35 STORM WATER POLLUTION PREVENTION PLAN**

Coverage under the State Water Resources Control Board (SWRCB) General Permit to Discharge Water Associated with Construction Activity will be obtained by the Agency, and is applicable to this Project. The Notice of Intent (NOI) to comply with the Terms of the General Permit to Discharge Storm Water Associated with Construction Activity (WQ Order No. TBD) has been filed by the Agency for the Project. In addition, a Storm Water Pollution Prevention Plan (SWPPP) has been prepared by the Agency. A copy of the NOI and SWPPP will be provided to the Contractor. The project has been identified as Risk Level 2. The Contractor shall implement the SWPPP prior to the start of soil-disturbing activity, and be responsible for all monitoring and maintenance for the duration of the project. The Contractor shall furnish a qualified SWPPP practitioner and make them responsible for the day to day implementation of the SWPPP. The Contractor shall also be responsible to keep the SWPPP updated by a qualified SWPPP Developer.

**SP-36 SPEED LIMIT**

The speed limit in all Project work areas and along levees shall be 10 miles per hour, except on county roads, City roads and on highways. The Contractor may request Agency approval to increase speed limits on haul roads above the project speed limit. If higher haul road speeds are proposed, the Contractor shall be required to develop and implement a plan that includes measures to address dust control, protect wildlife and provide for public and project safety. This plan shall contain suitable avoidance measures for wildlife which may include but are not limited to installing exclusionary fencing (silt fencing) within areas that are adjacent to habitat features. Critical habitat includes aquatic areas and adjacent uplands areas 200 feet on each side of aquatic habitat limits. Exclusionary fencing shall extend a minimum of 500 feet beyond the limits of habitat as flagged in the field by Agency. The Contractor’s plan shall be subject to review of the resource agencies, and the Contractor shall add a minimum of 60 days to normal submittal schedule for review and approval of the plan.

**SP-37 BROPHY WATER DISTRICT IRRIGATION CANAL**

The Brophy Water District Board operate and maintain the Irrigation Canal that crosses the levee embankment. The Contractor shall coordinate their work with the construction manager and the Agency. The construction manager will coordinate with Brophy Water District Board. The Contractor shall allow for access to all existing irrigation facilities and at all times.

**SP-38 PRIVATE IRRIGATION FACILITIES**

Irrigation facilities owned and operated by private landowners cross throughout the project areas. Except for outages of limited duration, irrigation system continuity shall be maintained during the irrigation season between the middle of March and the end of November. The Contractor’s grading operations may require construction of temporary berms and/or roads along the field side edge of work limits to isolate work area from adjacent agricultural fields. Irrigation supply inlets and field tailwater drainage outlets pass through the construction areas. Until replacement with permanent facilities, as shown on the Plans, irrigation supply and drainage shall be maintained through the construction area. This will typically require small temporary ditches with culverts. Irrigation control facilities, such as sluice gates, stop log weirs, etc, shall be maintained until replacement facilities are constructed or temporary control facilities shall be provided. All outages, including limited duration outages and outages after the irrigation season, as well as sizing and configuration of temporary facilities, shall be coordinated through the Agency with individual property owners, their operators and the Agency.
SP-39 CONTRACT GEOTECHNICAL REFERENCE DOCUMENTS

The following Contract geotechnical reference documents are included in electronic format in the reference sections of the specifications:

<table>
<thead>
<tr>
<th>Document Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Final Geotechnical Data Report</td>
<td>February 2019</td>
</tr>
<tr>
<td>200-year Goldfields Levee Project</td>
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</tbody>
</table>

SP-40 PROVISION REGARDING MAINTAINING MINIMUM FLOOD PROTECTION DURING CONSTRUCTION

The Contractor shall not begin activities that reduce the level of flood protection, as determined by the Agency, prior to April 15 of any year. Contractor shall have all levee and pipeline improvements for the 2020 construction season completed by October 31, 2020, unless otherwise approved by the Agency. Contractor shall not disturb the existing levee system after October 31, 2020. Disturbance includes but is not limited to the crown access roads, ramps, pipes and/or utilities crossings, seepage berms, or excavations within the limits of construction. Stockpiling suitable construction materials is acceptable provided no materials are stored on the levee, on the waterside or within 100 feet of the existing landside levee toe.

SP-41 AIRPORT COORDINATION

GF200YR is located near Beale Airforce Base. The work may involve the placement of construction equipment within the flight paths, and special lighting or other equipment may be required to alert aircraft to the presence of the construction equipment. The Engineer is coordinating with the FAA to determine if the construction will impact the flight paths of the airports. The Contractor may be required to complete FAA Form 7460-2, Supplemental Notice, and submit them to the regional FAA office at least 30 days prior to start of construction activities to allow for FAA’s response/findings. All ground elevations for working surfaces shall be based on field surveys or projected elevations (such as the cutoff wall working platform) of the project site. Do not use approximate elevations. The Contractor shall follow all applicable FAA directives, such as requirements relative to nighttime illumination of work areas and aircraft warning lighting on equipment.

SP-42 SLURRY SPILL PREVENTION CONTINGENCY PLAN

Contractor shall monitor at the beginning and end of each shift for the presence of slurry materials on the Yuba River bank or in the Yuba River water. Slurry entering the Yuba River due to piping from an unknown void in the foundation soils will not likely be discovered unless the slurry in the water is visually detected. A rapid lowering of the slurry level in the trench would also be an indication of such leakage. If a man-made pipe is encountered during the cutoff wall trench excavation, the river bank will be monitored for evidence of slurry entering the river. All slurry pipes will be restricted to the land side of the levee at a location at or below the top of the working platform to ensure that any pipe break will not result in slurry entering the river or bank. If any of the aforementioned conditions are observed, the Contractor shall halt trenching operations until the cause of the slurry loss is determined. If the level of slurry continues to drop, the Contractor shall immediately backfill the trench with mixed and unmixed trench spoils. In order to mitigate a potential instability in the trench side wall, the slurry level shall be maintained until the trench is completely backfilled. The level of the slurry in the trench shall be monitored to mitigate any overtopping from the slurry displaced by the backfill. In addition, the Contractor will be required to remove and dispose of, at an offsite location, any slurry observed in the Yuba River, landside aquatic areas, or adjacent to the levee using whatever means necessary to isolate the affected aquatic area and complete cleanup procedures. In the unlikely event that slurry is observed in the Yuba River, the Contractor shall immediately notify the Agency.
Thirty days prior to commencement of construction work involving slurry, a Slurry Spill Prevention and Contingency Plan shall be prepared by the Contractor and shall be submitted to the Agency for review, coordination and approval by the appropriate resource agencies prior to commencement of slurry activity.

Refer to Conservation Measure 10 of the USFWS Biological Opinion for additional specific requirements regarding this plan.

**SP-43 PREPARE AND IMPLEMENT A SPILL PREVENTION, CONTROL, AND COUNTER-MEASURE PLAN**

A Spill Prevention, Control, and Counter-measure Plan (SPCCP) is intended to prevent any discharge of oil into navigable water or adjoining shorelines. The Contractor would develop and implement an SPCCP to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and operation activities. The SPCCP would be completed before any construction activities begin. Implementation of this measure would comply with State and Federal water quality regulations. The SPCCP would describe spill sources and spill pathways in addition to the actions that would be taken in the event of a spill (e.g., an oil spill from engine refueling would be immediately cleaned up with oil absorbents). The SPCCP would outline descriptions of containments facilities and practices such as doubled-walled tanks, containment berms, emergency shut-offs, drip pans, fueling procedures and spill response kits. It would also describe how and when employees are trained in proper handling procedure and spill prevention and response procedures. The SPCCP shall be prepared by the contractor and submitted to the Agency for review.

The Federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that results in one or more of the following.

- Violates applicable water quality standards.
- Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
- Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.

If a spill is reportable, the Contractor shall notify Agency immediately. A written description of reportable releases must be submitted to the Agency and must contain a description of the release, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred and a description of the steps taken to prevent and control future releases.

**SP-44 WATER QUALITY WORK FOR DISCHARGE INTO A WATERS OF THE U.S. OR STATE**

The discharge of water from construction activities into canals, ditches, marsh areas or wetlands within the construction area will require separate permitting. Any effluent from temporary dewatering or un-watering activities is regulated. The Contractor shall obtain all necessary permits prior to discharging into waters of the U.S. or State.

**SP-45 FLOOD CONTINGENCY PLAN**

In the event the water surface elevation of the Yuba River is forecasted by the State-Federal Flood Forecast Center to increase significantly for any reason, the Agency reserves the right to require the Contractor to stop work in accordance with Section 5-21, 6-12 and 6-13 of General Provisions and to begin continuous operations to complete all partially completed section(s) of the levee embankment and the slurry cutoff wall including capping layers. The Agency shall also have the right to take over the Project to conduct flood protection activities. At least 15 days prior to any levee excavation, the Contractor shall submit a Flood Contingency Plan outlining the contingency operations in the event that river elevations above the flood stage (as defined by the USACE and/or RD) are forecasted. The Flood Contingency Plan shall include the proposed measures to protect the landside areas which have a reduced level of protection due to construction.
activities. The plan shall include river stage monitoring, river stage at which the plan will be activated, material and equipment to be used in performance of the contingency plan, estimated time to reconstruct the levee, and location, type and quantity of the stockpiled emergency material. The plan shall also include where stockpiled material will be stored and the method for monitoring river elevations. The Contractor shall keep any levee degrade material on the project site for the duration of the construction period, protected from inclement weather, for use as emergency backfill as necessary. The Flood Contingency Plan shall be submitted to the Agency for review and approval.

**SP-46 FLOODWAY CONSTRUCTION SCHEDULE**

Contractor shall not perform any work within the existing floodway (i.e., waterside of the levee) of the Yuba River between November 1 and April 15, except as noted in these Special Provisions, and shall not begin any construction until evaluation of upstream conditions indicate that inundation of these areas is unlikely to occur.

**SP-47 TEMPORARY CONSTRUCTION LIMIT**

The Contractor shall only occupy the area within the temporary construction limit for activities associated with the installation of private irrigation features as shown on the Plans. Once construction is complete within the temporary construction limits, the Contractor shall remove all equipment and materials and restore the site to preconstruction conditions. The Contractor shall limit the amount of time that the area is disturbed to the extent possible.

**SP-48 UTILITY RELOCATIONS**

Locations of both underground and overhead utilities are shown on the drawings to the extent known. The actual location and elevation of the utilities may vary from the locations shown. Unless the drawings or specifications identify that the Contractor is responsible for relocating utilities, utilities requiring relocation will be by others. The Engineer will coordinate relocations, as shown on the plans, between the owner of the utility and the Contractor. The Contractor shall coordinate relocations requested for the Contractor's convenience with the Engineer and the owner of the utility. The Contractor will cooperate with the relocation and/or protection of existing utilities.

Pacific Gas & Electric (PG&E), American Telephone and Telegraph (AT&T) will be relocating utility poles and supporting guy wires in the project area, as shown on the plans. The Contractor shall anticipate the impact of such relocations to the construction activities, coordinate with these utility companies, and adjust the construction activities accordingly. No separate payment will be made for such anticipation, coordination and adjustment, and all costs in connection therewith shall be included in the contract prices to which the work is appurtenant.

At locations where power poles are in the work area and are to be relocated, but minimum vertical and horizontal clearances will not be violated, the Contractor may work around the poles until they are relocated by the utility.

**SP-49 WORKING AROUND EXISTING AND TEMPORARY UTILITY POLES**

It is anticipated that all PG&E and AT&T utility pole relocations will be completed as indicated in SP-TBD. Regardless of the dates indicated in SP-TBD, during construction, the Contractor shall work around and protect in place any existing or temporary utility poles. As necessary, the Contractor shall grade or work around utility poles and proceed with the surrounding construction with no delay. Contractor will not be paid any additional costs and will not be allowed any time of completion extensions resulting from this effort.

**SP-50 UTILITY PROVIDER RESPONSE PLAN**

The Contractor shall prepare and submit a Utility Response Plan. The Plan shall detail how utility locations are verified, provide protocol for coordination with Utility Providers, detail process on conducting required worker training for all on-site employees with respect to accidental utility damage, and provide utility
provider emergency contact information. The Contractor is responsible for coordinating any temporary utility service needs during construction.

**SP-51 RELOCATION OF OVERHEAD UTILITIES DURING CUTOFF WALL CONSTRUCTION**

Contractor shall be responsible for coordinating with electrical and communication utility agencies and companies as necessary to relocate existing and new overhead services that conflict with cutoff wall construction activity. Contractor shall coordinate its operations such that no delay will occur in progression of the construction that may result from conflicts with overhead electrical and communication lines. All contractor costs for this activity shall be incidental and included in the cutoff wall measurement and payment. Contractor will not be paid any additional costs or allowed a time of completion extension for this coordination activity. The contractor shall measure the height of all overhead utilities within 10 days of the Notice to proceed and report all utilities that conflict with the work to the Engineer. In addition, the contractor shall initiate coordination with the applicable agencies no later than 30 days prior to construction reaching a utility.

**SP-52 COORDINATION WITH THE AGENCY, AT&T AND PG&E ON OVERHEAD LINE RELOCATION**

Contractor shall coordinate and cooperate with the Agency, AT&T and PG&E on relocation of existing overhead and underground electrical utilities by the agencies within the limits of construction that may hinder the performance of Contractor’s construction activities. Contractor shall coordinate such that the utilities are relocated in time to allow for completion of levee improvements in accordance with the Time of Completion schedule. As necessary, Contractor shall work around utilities that have not been relocated. The Agency will pay utility companies to relocate an individual utility once to assist the contractor in completion of construction activities. Any subsequent relocation of the same line will be at the contractor’s expense.

**SP-53 ORCHARD SPRAYING**

The Contractor shall be aware of the possibility for orchard spraying for pest control purposes by the orchard owners near the Project work. It’s unknown at the time of Bid if such treatment will be necessary, or, if treatment is required, how many treatments will be necessary. Access into the orchard area along the access roads is typically not allowed for 48 hours following a treatment, but work on the levee could continue as long as there is no active spraying in progress and conditions are safe as determined by the Contractor. In planning and scheduling its construction activities, the Contractor shall allow for two days of lost production annually due to spraying, and no time extension or additional compensation will be granted for the lost days (whether single or multiple shift days). The impact of work delays beyond two days will be negotiated between the Agency and the Contractor. The Contractor shall defend and hold harmless the orchard owners and the Agency from any claims by its employees, or those of its subcontractors, related to active orchard spraying or residual effects.

**SP-54 DAMAGE TO ORCHARD TREES**

The Contractor shall not enter onto any orchard, except on existing roads or approved access roads, without prior approval of the Agency or orchard owner as applicable. The Contractor shall be responsible for any and all damage to orchard trees, including repair costs, replacement costs, and loss of crop costs for the damaged tree(s). The Agency and the orchard owner shall be the sole judge of the costs to repair or replace damaged trees, and any crop loss costs. The Agency shall have the right to deduct the total cost of damage, including crop loss, from monies due the Contractor.

**SP-55 ADDITIONAL INSURED**

The Yuba County, Brophy Water District, their officers, officials, employees, agents, and volunteers shall be covered as Additional Insured as respects liability arising out of the activities performed by or on behalf
of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the entities, their officers, officials, employees, agents, or volunteers. Refer to Section 3-9 of the General Provisions for additional information.

END OF SECTION
REFERENCES
CENTRAL VALLEY FLOOD PROTECTION BOARD – ENCROACHMENT PERMIT
CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD – SECTION 401 CERTIFICATION
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY – CALIFORNIA ENVIRONMENTAL QUALITY ACT MITIGATION MONITORING AND REPORTING PROGRAM
US ARMY CORPS OF ENGINEERS – SECTION 404 PERMIT
U.S. FISH AND WILDLIFE SERVICE –
INFORMAL ENDANGEROED SPECIES ACT
CONSULTATION
PROPOSAL
PROPOSAL TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

NAME OF BIDDER _____________________________________________________________
BUSINESS ADDRESS __________________________________________________________
TELEPHONE NO. ( ) _____________________________________________________________

The work to be done and referred to herein is in Yuba County, State of California:

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

The project shall be constructed in accordance with the aforementioned Contract Documents and the provisions stated herein (including the payment of not less than the minimum wage rates set forth herein). Labor Surcharge and Equipment Rental Rates to be used under this contract shall be listed in the State of California Department of Transportation Division of Construction publication entitled, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current applicable General Prevailing Wage Rates of the State of California Department of Industrial Relations.

Addendum No. 1 (Date Received):______________ Contractor’s Initials:_______
Addendum No. 2 (Date Received):______________ Contractor’s Initials:_______
Addendum No. 3 (Date Received):______________ Contractor’s Initials:_______
Addendum No. 4 (Date Received):______________ Contractor’s Initials:_______
Addendum No. 5 (Date Received):______________ Contractor’s Initials:_______
Addendum No. 6 (Date Received):______________ Contractor’s Initials:_______

The work to be done is specified in the attached Contract Documents.

90% Design
September 16, 2019
200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit item price shall prevail, except as provided in (a) or (b), as follows:

(a). If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(b). (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Agency’s Final Estimate of cost.

If this Proposal shall be accepted and the undersigned fails to enter into the Contract and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the TRLIA within 10 days, not including Sundays and legal holidays, after the bidder has received notice from the TRLIA that the Contract has been awarded, the TRLIA may, at its option, determine that the bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the TRLIA.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, or corporation, and in submitting this Proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit required by the Federal requirements set forth in these Special Provisions; that he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the TRLIA of Yuba in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:
**CONTRACT NO. #**

**Bid Schedule A - TRLIA 200-Year Goldfields Levee Project STA 50+00 to 189+03**

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>2</td>
<td>Traffic Control</td>
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<tr>
<td>3</td>
<td>Storm Water Pollution Control</td>
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<td>4</td>
<td>Project Fencing</td>
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<tr>
<td>5</td>
<td>Barbed Wire Fence</td>
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<td>6</td>
<td>Clearing and Grubbing</td>
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<td>LS</td>
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<td>7</td>
<td>Demolish and Waste (Existing Structures)</td>
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<td>Remove and Dispose Existing Asphalt Concrete</td>
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<td>Random Fill</td>
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<td>Seepage Berm Fill</td>
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<td>17</td>
<td>Levee Embankment Fill</td>
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*See notes following Bid Schedule Summary Table.

1. Unit prices for Bid Schedule A items are provided in the table above. The total price for Bid Schedule A shall be as shown for "Subtotal Schedule A".
<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Price ($)</th>
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<tbody>
<tr>
<td>18</td>
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<td>25</td>
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<td>Degrade Concrete Inlet Structure</td>
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<tr>
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<th>Total Price ($)</th>
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<td>37</td>
<td>Levee Erosion Control Seeding</td>
<td>57</td>
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<tr>
<td>38</td>
<td>Haul and Dispose of Unsuitable Material</td>
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<td>Brophy Road Detention Basin Erosion Control Seeding</td>
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<td>Detention Basin Causeway Stripping</td>
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<td>Road 1034 Detention Basin Excavation and Hauling</td>
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<td>Road 1034 Detention Basin Erosion Control Seeding</td>
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</tbody>
</table>

**SUBTOTAL SCHEDULE A:**

*See notes following Bid Schedule Summary Table.*

**TOTAL (SCHEDULE A):**

All quantities are in-place quantities.

Prices must be submitted on all individual items of this Bid Schedule. Failure to do so will result in rejection of bids.

The cost of mobilization and demobilization shall be limited to 5% of the total subtotal schedule cost for each bid schedule. See Specification Section 8-1 regarding payment for mobilization and demobilization.

Items designated with [S] are to be considered Specialty Items in accordance with General Specification.
BID PROPOSAL ITEMS

Notes:
1. All quantities are in place quantities.
2. Prices must be submitted on all individual items of this Pricing Schedule. Failure to do so may be cause for rejection of bids.
3. If a modification to a price based on unit price is submitted which provides for a lump sum adjustment to the total estimated price, the applications of the lump sum adjustment to each unit price in the Pricing Schedule must be stated. If it is not stated, the bidder/offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Pricing Schedule.
4. The bidder/offeror shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Owner will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered nonresponsive and cause the bidder to be ineligible for award.
5. The lump sum, "LS", line items above are not "estimated quantity" line items and therefore are not subject to the Variation in Quantity contract clause.
6. For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the Pricing Schedule as submitted by bidders/offerors:
   (1) Obviously misplaced decimal points will be corrected;
   (2) Discrepancy between unit price and extended price, the unit price will govern;
   (3) Apparent errors in extension of unit prices will be corrected;
   (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
7. For the purpose of bid/offer evaluation, the Owner will proceed on the assumption that the bidder/offeror intends the bid/offer to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids/offers.
8. These correction procedures shall not be used to resolve any ambiguity concerning which bid/offer is low.
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____________________________________________, proposed subcontractor______________________________, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.07(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontractors unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has________, has not ______ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

90% Design
September 16, 2019
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 1062, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes____________ No____________

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the Three Rivers Levee Improvement Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

90% Design
September 16, 2019
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by a federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exception will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution of administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.
NON-LOBBYING CERTIFICATION
FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the marking of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.
**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
</tr>
<tr>
<td>b. grant</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
</tr>
<tr>
<td>d. loan</td>
</tr>
<tr>
<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. bid/offer/application</td>
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<tr>
<td>b. initial award</td>
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<tr>
<td>c. post-award</td>
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</tbody>
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<tr>
<th>3. Report Type:</th>
</tr>
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<tbody>
<tr>
<td>a. initial</td>
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<tr>
<td>b. material change</td>
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<tr>
<th>For Material Change Only:</th>
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<tr>
<td>year ______ quarter ___________</td>
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<tr>
<td>date of last report ___________</td>
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<tr>
<th>4. Name and Address of Reporting Entity</th>
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<tbody>
<tr>
<td>Prime</td>
</tr>
<tr>
<td>Subawardee</td>
</tr>
<tr>
<td>Tier __________, if known</td>
</tr>
</tbody>
</table>

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<tr>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
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<tbody>
<tr>
<td>Congressional District, if known</td>
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<tr>
<th>6. Federal Department/Agency:</th>
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<tr>
<th>7. Federal Program Name/Description:</th>
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<tr>
<td>CFDA Number, if applicable</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
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<tr>
<th>9. Award Amount, if known:</th>
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<tr>
<th>10. a. Name and Address of Lobby Entity</th>
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<tbody>
<tr>
<td>(If individual, last name, first name, MI)</td>
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</tbody>
</table>

<table>
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<tr>
<th>11. Amount of Payment (check all that apply)</th>
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<tbody>
<tr>
<td>$<strong><strong><strong><strong>$</strong></strong></strong></strong></td>
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<tr>
<th>12. Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. cash</td>
</tr>
<tr>
<td>b. in-kind; specify: nature __________ value __________</td>
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</table>

<table>
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<tr>
<th>13. Type of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. retainer</td>
</tr>
<tr>
<td>b. one-time fee</td>
</tr>
<tr>
<td>c. commission</td>
</tr>
<tr>
<td>d. contingent fee</td>
</tr>
<tr>
<td>e. deferred</td>
</tr>
<tr>
<td>f. other, specify __________</td>
</tr>
</tbody>
</table>

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<tr>
<th>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</th>
</tr>
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</table>

<table>
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<tr>
<th>15. Continuation Sheet(s) attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
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</table>

| 16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

Signature: ________________________________
Print Name: ________________________________
Title: ________________________________
Telephone No.: ________________________________ Date: __________

Authorized for Local Reproduction

Federal Use Only:

Standard Form LLL Rev. 09-12-97

90% Design
September 16, 2019
INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a).
    (c) Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
Accompanying this proposal is ______________________________________________________


in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

________________________________________

(ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in Addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer’s Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: ______________________________________

Sign

[Handwritten Signature]

Here

Business Address ________________________________________________________________

Place of Business ______________________________________________________________

Place of Residence _____________________________________________________________

390% Design
September 16, 2019
BIDDER’S BOND
STATE OF CALIFORNIA

Know all persons by these presents,

That we _________________________________, as principal, and _________________________________

_________________________________________, as surety, are held and firmly bound unto TRLIA in the penal sum of ten percent (10%) of the total amount of the bid of principal above name, submitted by said principal to TRLIA for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, to TRLIA to which said bid was submitted, successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $______________________.

The condition of this obligation is such,

That whereas the principal has submitted the above mentioned bid to TRLIA, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at 1114 Yuba St., Suite 218, Marysville CA 95901 on TBD.

Now, therefore, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the TRLIA, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.
200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney’s fee to be fixed by the court.

In witness whereof, we have hereunto set our hands and seals on this _______ of ________________, 20__.

__________________________________________ (Seal)

__________________________________________ (Seal)

__________________________________________ (Seal)

Principal

__________________________________________ (Seal)

__________________________________________ (Seal)

__________________________________________ (Seal)

Surety

______________________________
Address

NOTE: Signatures of those executing for the surety must be properly acknowledged.

The Bidder shall list the name and address of each subcontractor, required to whom the Bidder proposes to subcontract portions of the work as required by the provisions in Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications and Section 2-1.01, “General,” of these special provisions.
ATTACHMENT ALIST OF SUBCONTRACTORS

The following are the portions (types), name and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in, or about, the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of the limits specified in Section 2 of the attached Technical Specifications. The bidder is directed to other requirements and effects of the designation of subcontractors contained in Section 2 of the attached Technical Specifications.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Place of Business</th>
<th>California Contractor’s License Number</th>
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ATTACHMENT B

BIDDER’S EXPERIENCE QUESTIONNAIRE

The Bidder shall submit to the Agency, with the proposal, a fully-completed copy of this questionnaire, wherein the Bidder submits his/her/its own qualifications and experience in performing work (refer to the Technical Specifications for qualifying experience). Failure to comply with this requirement shall render the Bid non-responsive and shall result in its rejection. Supplemental sheets may be included as required to provide information.

See attached pages for the following areas:

Section 1 Contractor's Qualifications

Section 2 Project Personnel's Qualifications

Section 3 Earthwork Contractor’s Qualifications

Section 4 Cutoff Wall Contractor’s Qualifications

Section 5 General References

Section 6 Subcontractor Qualifications
**Section 1 - Contractor's Qualifications.** List three (3) major projects of similar size and scope that the Contractor has managed in the last five (5) years. Briefly describe construction activities, emphasizing similar construction activities to this project specifically including, but not limited to, levee degrading and reconstruction, construction of soil bentonite slurry cutoff walls of similar depth and width, construction of soil bentonite slurry cutoff walls with the same permeability requirements specified for this project, and experience with wet-batching soil bentonite materials and mix control.

<table>
<thead>
<tr>
<th>Project 1:</th>
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<tbody>
<tr>
<td>Location:</td>
<td></td>
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<tr>
<td>Completion Date:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Owner’s Representative:</td>
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</tr>
<tr>
<td>Owner Contact; Name:</td>
<td>Phone:</td>
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<tr>
<td>Construction Activity Description:</td>
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<th>Project 2:</th>
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<td>Location:</td>
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<td>Contract Amount:</td>
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<td>Owner’s Representative:</td>
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<td>Owner Contact; Name:</td>
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<td>Construction Activity Description:</td>
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<td>Owner’s Representative:</td>
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<tr>
<td>Owner Contact; Name:</td>
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<td>Phone:</td>
<td></td>
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<tr>
<td>Construction Activity Description:</td>
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</table>
Section 2 - Project Personnel's Qualifications. Identify the individuals, including the project manager and site superintendent, who will be in responsible charge of the project. For each individual, include a list of three (3) reference projects on which the individual held a similar position. Substitution for identified individuals will not be permitted without the prior written consent of the Agency. The project manager shall have a minimum of five (5) years experience in similar work, and superintendents shall have a minimum of three (3) years experience in similar work.

| Individual’s Name: |
| Present Position in the Organization: |
| Proposed Position for Project: |
| Years of Experience: |
| Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: |

Reference Projects:
1. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

2. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

3. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

| Individual’s Name: |
| Present Position in the Organization: |
| Proposed Position for Project: |
| Years of Experience: |
| Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: |

Reference Projects:
1. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

2. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

3. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________
Individual’s Name: ____________________________
Present Position in the Organization: ____________________________
Proposed Position for Project: ____________________________
Years of Experience: ____________________________
Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: ____________________________

Reference Projects:
1. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

2. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________

3. Project Name: ____________________________
   Owner’s Representative: ____________________________
   Owner’s Contact; Name: ____________________________ Phone: ____________________________
Section 3 – Earthwork Contractor (if different from Contractor identified in Section 1)

List three (3) major projects of similar size and scope that the Earthwork Contractor has completed in the last five (5) years which meet the qualifications of 31 00 00 Paragraph 1.3, QUALIFICATIONS.

Project 1:
Location: ________________________________
Completion Date: __________________________ Contract Amount: _______________________
Owner’s Representative: ____________________
Owner Contact; Name: ______________________ Phone: ________________________________
Construction Activity Description: ________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Project 2:
Location: ________________________________
Completion Date: __________________________ Contract Amount: _______________________
Owner’s Representative: ____________________
Owner Contact; Name: ______________________ Phone: ________________________________
Construction Activity Description: ________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
Project 3:
Location: ____________________________

Completion Date: ____________________  Contract Amount: _____________________

Owner’s Representative: __________________
Owner Contact; Name: __________________ Phone: __________________________

Construction Activity Description:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

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Section 4 – Cutoff Wall Contractor (if different from Contractor identified in Section 1)

List three (3) major projects of similar size and scope that the Cutoff Wall Contractor has completed in the last five (5) years which meet the qualifications of Specification Section 31 62 41, Paragraph 1.7, or similar provision of Specification Section 31 62 43.

Project 1:
Location: 
Completion Date: ________________ Contract Amount: ____________________________
Owner’s Representative: ____________________________
Owner Contact; Name: ____________________________ Phone: ____________________________
Construction Activity Description:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Project 2:
Location: 
Completion Date: ________________ Contract Amount: ____________________________
Owner’s Representative: ____________________________
Owner Contact; Name: ____________________________ Phone: ____________________________
Construction Activity Description:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
<table>
<thead>
<tr>
<th>Project 3:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td></td>
</tr>
<tr>
<td>Completion Date:</td>
<td></td>
</tr>
<tr>
<td>Owner’s Representative:</td>
<td></td>
</tr>
</tbody>
</table>

Construction Activity Description:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Section 5 - General References. Identify a minimum of three (3) general references including contact names and phone numbers of each reference. References should not be suppliers and should not be subcontractors identified in Attachment A or Attachment B.

A. Name: ________________________________  
Organization: ________________________________  
Specialty: ________________________________  
Address: ________________________________  
Phone Number: ________________________________

B. Name: ________________________________  
Organization: ________________________________  
Specialty: ________________________________  
Address: ________________________________  
Phone Number: ________________________________

C. Name: ________________________________  
Organization: ________________________________  
Specialty: ________________________________  
Address: ________________________________  
Phone Number: ________________________________
**Section 6 - Subcontractor Qualifications.** Define the proposed construction activities to be performed by each subcontractor identified in Attachment A that are performing more than 2% of the bid price. For each subcontractor, include a list of three (3) reference projects on which similar construction activities were performed. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Subcontractor A:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Portion of Work:</td>
<td></td>
</tr>
<tr>
<td>Proposed Superintendent’s Name:</td>
<td></td>
</tr>
<tr>
<td>Years of Experience:</td>
<td></td>
</tr>
<tr>
<td>Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:</td>
<td></td>
</tr>
</tbody>
</table>

Reference Projects:
1. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

2. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

3. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

<table>
<thead>
<tr>
<th>Subcontractor B:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Portion of Work:</td>
<td></td>
</tr>
<tr>
<td>Proposed Superintendent’s Name:</td>
<td></td>
</tr>
<tr>
<td>Years of Experience:</td>
<td></td>
</tr>
<tr>
<td>Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:</td>
<td></td>
</tr>
</tbody>
</table>

Reference Projects:
1. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

2. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

3. **Project Name:**
   - Owner’s Representative:  
   - Owner’s Contact; Name: Phone:  

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Section 6 Continued

Subcontractor C:

Portion of Work: ________________________________

Proposed Superintendent’s Name: ________________________________

Years of Experience: ________________________________

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: _________________

Reference Projects:

1. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

2. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

3. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

Subcontractor D:

Portion of Work: ________________________________

Proposed Superintendent’s Name: ________________________________

Years of Experience: ________________________________

Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work: _________________

Reference Projects:

1. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

2. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________

3. Project Name: ________________________________
   Owner’s Representative: ________________________________
   Owner’s Contact; Name: ________________________________ Phone: ________________________________
### Section 6 Continued

Subcontractor E:

**Portion of Work:**

**Proposed Superintendent’s Name:**

**Years of Experience:**

**Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:**

**Reference Projects:**

1. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**

2. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**

3. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**

Subcontractor F:

**Portion of Work:**

**Proposed Superintendent’s Name:**

**Years of Experience:**

**Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work:**

**Reference Projects:**

1. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**

2. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**

3. **Project Name:**
   - **Owner’s Representative:**
   - **Owner’s Contact; Name:**
   - **Phone:**
### Section 6 Continued

Subcontractor G:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Proposed Superintendent’s Name</th>
<th>Years of Experience</th>
<th>Percentage of On-Site Time Individual Would Spend Managing/Supervising the Work</th>
</tr>
</thead>
</table>

Reference Projects:

1. **Project Name:**
   - Owner’s Representative: 
   - Owner’s Contact; Name: __________________________ Phone: __________________________

2. **Project Name:**
   - Owner’s Representative: 
   - Owner’s Contact; Name: __________________________ Phone: __________________________

3. **Project Name:**
   - Owner’s Representative: 
   - Owner’s Contact; Name: __________________________ Phone: __________________________

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY
STATE OF CALIFORNIA

AGREEMENT

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

THIS AGREEMENT, made and concluded this __________ day of __________, 20__
between the THREE RIVERS LEVEE IMPROVEMENT AUTHORITY (TRLIA), Party of the first part
and______________ (the "Contractor"), party of the second part.

ARTICLE I.-- WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the bond, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of TRLIA, its construction management consultants, and the inspectors of the United States Army Corps of Engineers and the California Department of Water Resources, in accordance with the Contract Documents as listed in the “Notice to Contractors” and the provisions detailed in this document, "Labor Surcharge and Equipment Rental Rates," that are in effect when the work is accomplished and the current General Prevailing Wage Rates, of the State of California Department of Industrial Relations.

The work to be done is described in detail in the Contract Documents as listed in the “Notice to Contractors,” copies of which have been made available to the bidder.

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

Said project Special Provisions are hereby made a part of this CONTRACT NO. #

ARTICLE II.-- The said party of the first part hereby promises and agrees with said contractor to employ, and does hereby employ, the said Contractor to provide the all labor, materials, services, transportation, appliances and mechanical workmanship required for this contract and to do the work according to the terms and conditions herein contained and referred to the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and said parties for themselves, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.-- The State general prevailing wages are hereby specifically referred to and by this reference are made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or Proposal of said Contractor, then this instrument

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shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract.

ARTICLE V.-- The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE VI -- The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, Workers' Compensation and Builders' Risk Insurance as required by the specifications.

ARTICLE VII -- The Contractor shall defend, indemnify, and save harmless COUNTY OF YUBA and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section G6-03 of these Specifications.

ARTICLE VIII -- This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of COUNTY OF YUBA in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.

This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

ARTICLE IX -- In addition to its rights under Articles G5-17 and G5-18 of the General Specifications, TRLIA shall have the right to terminate this agreement without cause. In the event of such termination and in accordance with Articles G5-20 and G5-21 of the General Specifications, the Contractor shall be entitled to payment for all work done up to the time of termination.

ARTICLE X.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for the loss or damage, arising out of the nature of the work aforesaid, or for the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the county, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the engineer under them to wit:
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

BY______________________________
Chairman of the TRLIA Board of Directors

DATE______________________________

ATTEST:

______________________________
Clerk of the TRLIA Board of Directors

CONTRACTOR:

______________________________

______________________________

______________________________
License Number

______________________________ (Seal)
Date

I hereby certify that I have examined the within Contract and find the same to be in conformance with the provisions of the State Contract Act.

______________________________
Yuba County Counsel

DATE______________________________
PERFORMANCE BOND

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Three Rivers Levee Improvement Authority has awarded to ____________________________________________, as principal, hereinafter designated as the "Contractor," a contract for the following work within Yuba County:

200-YEAR GOLDFIELDS LEVEE PROJECT

AND WHEREAS, the Contractor is required to furnish a Bond in connection with said contact guarantying faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the Three Rivers Levee Improvement Authority in the sum of _____________________________ ($___ ____________) (which amount is not less than one hundred percent (100%) of the Contract prices) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of the obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract, including the provisions therein for liquidated damages, and any alteration thereof made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said Three Rivers Levee Improvement Authority, its officers and agents, as herein stipulated, then this obligation shall become and be null and void, otherwise, it shall be and remain in full force and virtue.

No prepayment, or delay in payment, and no change, extension, addition or alteration of any provisions of said contract or in the specifications agreed to between the Contractor and the said County of Yuba, and no forbearance on the part of the said Three Rivers Levee Improvement Authority, shall operate to relieve any surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the California Civil Code.

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IN WITNESS WHEREOF, we hereunto set our hands and seals on this ________________ day of __________________, 20__.  

SURETY  

________________________________________  

By____________________________  

Attorney in Fact  

CONTRACTOR  

________________________________________  

________________________________________  

by ________________________________  

Title__________________________________  

NOTE: Signature of those executing for the Surety must be properly acknowledged.
LABOR AND MATERIAL PAYMENT BOND

CONTRACT NO. #

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yuba has awarded to ________________________________ as principal, hereinafter designated as the "Contractor," a contract for performing the following work in Yuba County:

200-YEAR GOLDFIELDS LEVEE PROJECT

CONTRACT NO. #

AND WHEREAS, said Contractor is required by the provisions of Sections 3247 through 3252 of the California Civil Code to furnish a Bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, as the undersigned Contractor and Surety are held firmly bound unto the Three Rivers Levee Improvement Authority in the sum of __________________________ dollars ($___________________) (which amount is not less than one hundred percent (100%) of the Contract price) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITIONS this obligation is such,

That if the above-bounded Contractor, his or its heirs, executors, administrators, successors of assigns, or subcontractors shall fail to pay for any materials, provision, provender or other supplies or teams, implements or machinery, used in, upon, or about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor and required by the provisions of Section 3247-3252 of the California Civil Code, and provided that the claimant shall have complied with provisions of said Code; the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be void. In case suit is brought upon this Bond said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of California Civil Code, so as to give right of action to them or their assigns in any suit brought upon this Bond.

No prepayment, or delay in payment, and no change, extension, addition, or alteration of any provision of said Contract or in the Specifications agreed to between the Contractor and the said Three Rivers Levee Improvement Authority, and no forbearance on the part of the said County of Yuba, shall operate to relieve and Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the California Civil Code.
CONTRACTOR

__________________________________________

__________________________________________

BY _______________________________________

TITLE ____________________________________

SURETY

__________________________________________

BY _______________________________________

NOTE: Signatures of those executing for the Surety must be properly acknowledged.