

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
PROJECT: WELL 16 PUMP STATION
PROJECT NO. 2020-01

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this 27th day of January, 2020, by and between Rio Linda/Elverta Community Water District, a California county water district (“District”) and Anvil Builders, Inc., a California corporation, (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. The District’s Board of Directors (the “Board”) caused plans and specifications (“Plans”) for the construction work herein described (“Project”) and did approve and adopt said Plans on November 18, 2019.

B. The District did publish a notice and invitation to submit sealed bids for the performance of the Project (“Notice to Contractors”), which is attached hereto as **Exhibit A**, on November 20, 2019, at the time and in the manner required by law and District policy.

C. The District also provided instructions for submitting bids on the Project (“Bid Requirements and Conditions”) which are attached hereto as **Exhibit A**.

D. The Contractor, in response to such Notice to Contractors, submitted to the District within the time specified in the Notice to Contractors and in the manner provided therein, a sealed bid to perform the Project as specified in said Plans, which the District publicly opened and canvassed in the manner provided by law with other bids submitted for the Project.

E. Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit A**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit A**, at the same time the Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit A**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certification of qualifications for Contractor and its Designation of Subcontractors on the Project, which are collectively attached hereto as **Exhibit A**.

I. Contractor was the lowest responsible bidder for the performance of the Project, and the Board, as a result of the canvass of said bids, determined and declared the Contractor as the lowest responsible bidder for the Project and awarded a contract therefore.

J. Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

K. In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's bid, Contractor will complete the Project in accordance with the District's plans, all bid addendums, conformed set of plans and specifications, and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit A** ("Time Allowed for Completion and Liquidated Damages").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bond" or "Bonds").

O. District desires to retain Contractor to perform the Project in accordance with the District's general conditions ("General Conditions"), attached hereto as **Exhibit A**.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in **Exhibit A**.

Q. Collectively, the Agreement along with the Project plans and specifications including all bid addendums, and **Exhibit A** comprise the contract documents ("Contract Documents").

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after District files a Notice of Completion with the County Recorder acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the services until it has been given notice by District (“Notice to Proceed”).

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the District’s General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work, and thereafter, Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services on the date specified in the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in **Exhibit A**, damage will be sustained by the District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is,

therefore, agreed that Contractor shall pay to District as damages, the amount stated in **Exhibit A** for each and every day the Project is delayed prior to Substantial Completion. It is agreed that Contractor shall pay to District as damages, the amount stated in **Exhibit A** for each and every day the Project is delayed following Substantial Completion prior to final payment. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the District's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the District shall have the right to charge Contractor and to deduct from the amount due or to become due to Contract, the actual cost to the District for legal, engineering, inspection, superintendence, loss of revenue due to water delivery interruptions, and other expenses, which are directly chargeable to this Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 6. Payment. District shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in **Exhibit A**, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$2,691,400.00 total.

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the performance standards provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the Services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement,

Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed promptly following notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Sacramento County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure the applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include, but not be limited to, the following: employment; promotion; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

Section 8. Assurance of Performance. If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 9. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots; wars; sabotage; civil disturbances; insurrections; explosions; natural disasters such as floods, earthquakes, landslides, and fires; strikes; lockouts and other labor disturbances, or other catastrophic events which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 10. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District and agrees to require its subcontractors to offer and agree to assign the District, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C., § 15) or under the Cartwright Act (Bus. and Prof. Code, § 16700 et seq.), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor (“Work Product”) in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the Term of this Agreement and for a period of one hundred eighty (180) days following expiration of the Term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all Work Product, however produced, that it received from District, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. District’s Termination without Cause. At any time, District may terminate the Agreement with or without cause by providing Contractor with seven (7) business days’ written notice of such termination.

Section 14. District’s Termination in the Event of Contractor’s Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the District may give notice to the Contractor and allow Contractor seven (7) business days to commence correcting such deficiency and cures the default within thirty (30) days. The District, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the District may

immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

Section 15. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 16. Workers' Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 17. Performance and Payment Bonds. Contractor shall, before commencing Services under this Agreement, file Bonds (pursuant to Civil Code, Division 3, Part 4, Title 15, Chapter 7) with the District, each payable to the District. These Bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire Term of this Agreement at the sole and absolute expense of Contractor. Each Bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any Bond required herein and surety hereby consents such alterations in any surety on said Bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 18. Insurance Coverage. During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

“The Rio Linda/Elverta Community Water District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.”

“The insurance provided herein is primary coverage to the Rio Linda/Elverta Community Water District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Rio Linda/Elverta Community Water District, Attention: General Manager.”

(b) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Employer's Liability coverage shall be in the amount of at least One Million Dollars (\$1,000,000.00). Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Rio Linda/Elverta Community Water District, Attention: General Manager.”

(c) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above (“Certificates”). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the District and shall contain standard separation of insured provisions.

(d) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(e) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 19. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

District may withhold from its payments to Contractor such amount as, in the District's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. District's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the District and District's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 20. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given

when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, CA 95673
Attention: Timothy R. Shaw, General Manager
Tel: (916) 991-1000

With courtesy copy to: Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: Anvil Builders, Inc.
1475 Donner Avenue
San Francisco, CA 94124
Attention: Alan Guy, President
Tel: (415) 285-5000

Section 21. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

Exhibit Designation

Exhibit Items

Exhibit A:

Notice to Contractors
Bid Requirements and Conditions
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Certification of Qualifications
Time Allowed for Completion and Liquidated Damages
General Conditions
Abbreviations and Definitions

Section 22. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the District pursuant to section 4(b).

Section 23. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court for the State of California, in and for the County of Sacramento.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts.* This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney’s Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

DISTRICT

Rio Linda/Elverta Community Water District,
a California county water district

By: _____
Timothy R. Shaw, General Manager

Date: _____

CONTRACTOR

Anvil Builders, Inc., a
California corporation

By: _____
Alan Guy, President

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, General Counsel

EXHIBIT A

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1. Notice to Contractors

**RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
WELL 16 PUMP STATION PROJECT**

NOTICE TO CONTACTORS

Notice is hereby given that the Board of Directors of the Rio Linda / Elverta Community Water District (District), Sacramento County, California will receive sealed bids as follows:

BID DATE & TIME: Friday, January 3, 2020, 2 PM Local Time

SUBMIT SEALED BIDS TO: Rio Linda / Elverta Community Water District
Mike Vasquez, PE, PLS, District Engineer
730 L Street
Rio Linda, CA 95673

FOR: **WELL 16 PUMP STATION PROJECT**

ESTIMATED CONSTRUCTION COST: \$2,800,000

CONTRACTOR LICENSE REQUIRED: Class A - General Engineering Contractor

PROJECT DESCRIPTION

The work to be performed under this contract includes the furnishing of all labor, materials, tools, and equipment necessary for the completion of the Well 16 Pump Station Project. The work generally consists of the performance, construction, and installation of the following:

- General Requirements
- Site Work
- Fences and Gates
- Onsite Piping and Valves
- CMU Control Building and Appurtenances
- Well Pump, Motor, and Pump Base
- Painting and Coatings
- Offsite Piping
- Chlorine Feed System
- Electrical
- Flushing, Pressure Testing, and Disinfection
- Performance Testing and Facility Startup

QUESTIONS REGARDING WORK

Any questions regarding the type of work to be done may be addressed to Mike Vasquez, PE, PLS, District Engineer, at (650) 292-9112 or mvasquez@ekiconsult.com. **Responses will be provided to questions submitted up until December 13, 2019 at 12:00 PM.**

A **mandatory pre-bid conference** will be held for the purpose of reviewing and answering questions regarding this Project at the District Office on December 10, 2019 at 10:00 am. It is suggested that each prospective bidder review the bid documents and Project location prior to the pre-bid conference. Bids from any bidder not attending this conference will be rejected as nonresponsive.

Pursuant to Public Contract Code section 2204, bids that equal or exceed \$1,000,000 must be accompanied by an Iran Contracting Act certification.

Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

Pursuant to Public Contract Code section 9204, all contracts entered into after January 1, 2017 must abide by the contract claims process described in this section and resolved in accordance to this section as summarized below:

- **District Review of Claim.** Within 45 days after receiving a complete Contract Claim, District shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. District will pay any undisputed portion of the claim within 60 days from the date of the written statement. If District fails to timely issue a written statement, the claim shall be deemed rejected in its entirety.
- **Meet and Confer Conference.** If the Contractor disputes the District's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, District shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by District within 60 days after this written statement.
- **Non-Binding Mediation.** Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with section 9204, subsection (d)(2).
- **Interest.** Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.

- The foregoing is a summary of section 9204. In the event of any conflict between the summary and section 9204, the statute will govern.

CALIFORNIA CONTRACTORS LICENSE

Award of this contract requires a valid California Contractor's Class A – General Engineering license.

CONTRACTOR'S EXPERIENCE

The Contractor must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:

- A. The Contractor, foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
- B. The Contractor, foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of pipelines between 8-inch diameter and 12-inch diameter in public paved roadways within the last five years.

CONTRACT DOCUMENTS

Contract Documents for the Well 16 Pump Station Project may be viewed at the District Office. Alternatively, plans and specifications can be obtained from the following building exchanges and/or plan rooms:

- Century Graphics, repro@csdsinc.com, (916) 344-0232
- McGraw Hill Construction Dodge, diana.boyles@mhfi.com, (530) 674-2805
- Sacramento Regional Builders Exchange, yelenam@sacregionbx.com, (916) 442-8991
- Shasta Builders Exchange, planroom@shastabe.com, (530) 221-5556
- Placer County Contractors Assoc., planroom@placerbx.com, (530) 889-3953
- Nevada County Contractors Assoc., ncrecep@pacbell.net, (530) 274-1919
- El Dorado Builder's Exchange, director@goodbuilders.org, (530) 672-2955
- Contra Costa Builders Exchange, aprilh@ccbx.com, (925) 685-8630

The latest County of Sacramento Standard Construction Specifications, which are incorporated by reference in the Contract Documents, are available in electronic

format at www.saccountyspecs.net. Exceptions to the County of Sacramento Standard Construction Specifications are as follows:

- Standard Contract Agreement. The District's Agreement for Construction Services will be used and can be obtained at the above listed building exchanges and/or plan rooms.

Bids submitted must use the project specifications and contract drawings dated November 2019 unless otherwise updated by addenda.

BONDS

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Rio Linda / Elverta Community Water District , or cash for an amount no less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the Rio Linda / Elverta Community Water District , each for not less than one hundred percent (100%) of the contract price.

Pursuant to the California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the Rio Linda / Elverta Community Water District to ensure performance under this contract.

LABOR COMPLIANCE PROGRAM

To be qualified to bid on this Project, bidders must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the California Labor Code. All subcontractors listed in a qualified bidder's bid as performing any portion of the work also must be registered and qualified with the Department of Industrial Relations. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

The District has an active Labor Compliance Program (LCP) approved by Department of Industrial Relations (LCP ID: 2011.00995) that is administered by Kurey & Associates Labor Compliance Management. The contractor and all subcontractors will be required to comply with this program. The LCP can be accessed by contacting Kate Kurey at (209) 946-9601.

The District affirmatively identifies this Project as a "public works project" as that term is defined by Labor Code Section 1720. Therefore, the Project is subject to prevailing wage requirements under Labor Code Section 1771. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements,

maintenance of payroll records, posting of wages at the job site, and prohibitions against discrimination. The prevailing wage rates may be obtained on the internet at: <https://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>. The prevailing wage rates obtained from the internet link are hereby incorporated in this Contract and made a part hereof.

The contractor and all subcontractors will be required to submit certified payrolls and labor compliance documentation at the discretion of, and in the manner specified, by the District. Certified payroll records may entail data entry of weekly payroll information including: employee identification labor classification, total hours worked on this Project, wage and benefit rates paid, etc. This requirement will also be required of every lower-tier subcontractor and vendor obligated to provide labor compliance documentation.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

RESERVATION OF RIGHTS: The Board reserves the right to reject any or all bids, to waive any formality in any bid, and to determine which bid, in the judgment of the Board, is the lowest responsive bid of a responsible bidder.

By order of the Board of Directors of the Rio Linda / Elverta Community Water District, Sacramento County, California dated November 19, 2019.

Timothy R. Shaw
General Manager
Rio Linda / Elverta Community Water District

2. Bid Requirements and Conditions

**SECTION 2 – BID REQUIREMENTS AND CONDITIONS
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SECTION 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID PROPOSAL

The Agency will furnish to each prospective Bidder a bid proposal, which, when properly completed and executed, is the Bidder's Bid for the Work. Bids must be submitted on the Agency-furnished bid proposal to be valid and accepted. Bids that are not submitted on the Agency-furnished bid proposal can be rejected. The completed bid proposal must be in English and legible and properly signed in longhand by the Bidder if the Bidder is an individual, or 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 must include the name of the state under the laws of which the corporation is chartered or organized.

The Bid must be made on the bid proposal 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 must bid a unit price as total compensation for completion of one unit of the work described under that item. Multiply the bid unit price by the Estimated Quantity included in the bid proposal form to derive a total bid price for each bid item. The total amount bid for a unit price contract must be entered on the space provided on the Bid proposal as a grand total of all individual items.

The Estimated Quantities included on the Bid proposal are approximate and are only included in the Bid proposal as a basis for comparison of Bids. The Agency does not represent or agree, expressly or by implication, that the actual amount of work will equal the 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. If the final quantity of an item of work required under the Contract varies from the Estimated Quantities by 25 percent or more, compensation can be adjusted in accordance with the State Specifications, except that markups are to be applied per Section 9-9, "Markups for Changed Work," 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, the Bidder must enter a single lump-sum price in the appropriate place on the Bid proposal. Items bid on a lump-sum basis must 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 reasonably and fairly implied.

2-1.03 Allowances

Where allowance items have been included on the Bid proposal by the Agency, the total amount entered on the Bid proposal must be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance is 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 that the Bidder has examined the job site and Bid documents and that the Bidder understands and accepts the nature and location of the Work, the general and local conditions to be encountered, conditions of the site, the character, quality and scope of the Work, the availability of labor, electric power, water, the character, quality, and quantity of surface and subsurface (as identified in the Bid documents or as are readily predictable by an observant person) materials or obstacles on the site, the quantity and

type of materials and equipment to be furnished, and all requirements of the Contract or other matters which can affect the Work or the cost. Failure of a Bidder to become acquainted with all of the available information concerning conditions does not relieve the Bidder of the responsibility for properly estimating the difficulties or cost of the Work.

Bid prices must 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 provided otherwise in the Contract. Bid prices must also include labor and material escalation and 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.

Each Bidder must include with the Bid a completed, signed, Non-Collusion Agreement in accordance with Section 7106 of the Public Contract Code. A sample of the required form is included in Appendix A of these Specifications.

If the estimated Contract amount is \$1,000,000.00 or more, the Bidder must include with the Bid a completed, signed Iran Contracting Act Disclosure Form in accordance with Sections 2202-2208 of the Public Contract Code. A sample of the required form is included in Appendix A of these Specifications.

The Bid and required documents must be submitted in a single envelope sealed with glue, tape, or in a similar manner so as to be closed against indiscriminate inspection of the contents. The envelope must be clearly and plainly marked, in English, with the project name, Contract number, and bid date, as indicated in the Notice to Bidders or addenda to the Notice to Bidders.

Bids submitted in envelopes that are not properly sealed or marked maybe rejected.

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

The Bidder must carefully examine the site of the proposed Work and the Plans, Specifications and Bid Documents and must be satisfied as to the character, quality, and quantity of the Work, including surface and subsurface materials or obstacles to be encountered. The submission of a Bid is 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 errors are found in the Plans and Specifications prior to the opening of Bids, an Addendum may be issued (see Section 2-9, "Addenda," in these Specifications). Otherwise, discrepancies or conflict between Plans and Specifications are governed by Section 4-1, "Intent of Contract Documents."

2-4 SUBSURFACE CONDITIONS

Investigations of subsurface conditions by the Agency are made for the purpose of design only. 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 unusual site conditions might not occur. Unusual site conditions are defined in Section 7104 of the Public Contract Code and Section 7-6, "Unusual Site Conditions," of these Specifications.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder must hold a valid Contractor License under the provisions of Chapter 9, Division 3, of the Business and Professions Code and be registered pursuant to Labor Code section 1725.5 as noted in the Notice to Bidders, "Contractor License Required." Unless specified otherwise in the Special Provisions, the Bidder must indicate the license number and class in the space provided on the Bid proposal.

Subcontractors engaged to perform portions of the Work must be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code and be registered pursuant to Labor Code section 1725.5 to do the type of work for which they are subcontracted. Subcontractor license numbers must be provided to the Agency as required by Section 2-8, "Subcontractors," of these Specifications.

Failure of the Bidder to obtain proper and adequate licensing prior to Bid opening may constitute a non-responsive bid. Pursuant to Public Contract Code Section 20103.5, projects that receive Federal funding may not be subject to this requirement..

2-6 COMPETENCY OF BIDDERS

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

If required by the Special Provisions, a statement of experience and business standing, together with that of all Subcontractors designated in the Bid, must be submitted on an Agency-provided form by the 3 apparent low Bidders within 3 Working Days of Bid opening.

To determine the experience of a Bidder, relevant evidence that the Bidder, or personnel, has satisfactorily performed on other contracts of similar nature and magnitude or difficulty will be considered.

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 Contractors State License Board. If a copy of the joint venture license is not filed with the Bid, award of the Contract might be delayed or the Bid may be rejected.

2-8 SUBCONTRACTORS

Unless noted otherwise in the Special Provisions, the Contractor agrees to perform with its own organization Contract work amounting to at least thirty percent (30%) of the total bid price excluding specialty items designated by the Agency on the Bid proposal. The total price bid includes the cost of material and manufactured products that are to be purchased or produced by the Contractor under the Contract provisions. Specialty items may be performed by subcontract, and the amount of any such specialty items performed may be deducted from the total bid price before computing the amount of work required to be performed by the contractor's own organization

"Its own organization" means only workers employed and paid directly by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Employees or equipment of a subcontractor, assignee, or agent of the prime contractor are not part of the Contractor's organization.

"Specialty Items" are limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and are limited to minor components of the overall contract.

Where an entire item is subcontracted, the value of work subcontracted is the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted is 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 must list in his or her Bid each Subcontractor that will perform work in an amount in excess of 1/2

of 1 percent of the total bid or, in the case of a Bid for the construction of streets or highways, including bridges, \$10,000, whichever is greater, and the name, address, contractor's state license board number and work portions to be performed by each Subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted.

If a Bidder fails to specify a Subcontractor for a portion of the Work or specifies more than one Subcontractor for the same work, the Bidder agrees that the Bidder is fully qualified to perform and will perform that portion of the Work. If, after the award of the Contract, the Contractor subcontracts a portion of the Work, except as provided in Section 4107 and Section 4109 of the Act, the Contractor may be subject to the penalties specified in Section 4110 of the Act, and the Agency may refer the violation to the Contractors State Licensing Board.

A listed Subcontractor must perform, with the Subcontractor's own organization and with workers under the Subcontractor's immediate supervision, work of a value of not less than 75 percent of the value of each item of work for which the Subcontractor is listed.

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

The apparent low Bidder must submit the license numbers of all Subcontractors to the Agency within 3 Working Days of Bid opening. If the low Bidder is not the apparent low Bidder, the low Bidder must submit the license numbers of all listed subcontractors to the Agency within 3 Working Days of the date notified.

The Contractor must 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 are to be provided to the Agency within 2 Working Days of a written request. Subcontracts do not release the Contractor from the Contract or relieve the Contractor of responsibility for the Subcontractor's work.

2-9 ADDENDA

The correction of material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract document, or an 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. Addenda become part of the Contract upon issuance. Interpretations or explanations not included in an addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder must comply with Public Contract Code Section 7103.5(b):

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment must be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

2-11 BID GUARANTEE

The Bid must be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidder's bond. The Bid Guarantee must be executed by an admitted surety insurer in favor of the Agency, the amount of which must be not less than 10 percent of the Base Bid amount, or other security acceptable to the Agency. Bids not accompanied by a Bid Guarantee will be rejected.

The Agency is authorized to forfeit sums of the Bid Guarantee as specified in Section 3-8 of these Specifications.

2-12 WITHDRAWAL OF BID

A Bid can be withdrawn prior to the hour for the submission of Bids in the Notice to Bidders by a written request of the Bidder filed with the Agency at the location where the Bid was submitted. The withdrawal of a Bid does not prejudice the right of a Bidder to file a new Bid in accordance with the Notice to Bidders.

2-13 PUBLIC OPENING OF BIDS

Bids will be publicly opened and read at the time and place indicated in the Notice to Bidders or 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. Bids containing omissions, erasures, alterations, conditions, or additions not called for can be rejected. The Agency reserves the right to waive irregularities in a Bid and to make an award in the best interest of the Agency

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 in Section 5103 that, if the Bidder claims a material mistake was made in its Bid, the Bidder must give the Agency written notice within 5 Working Days after the opening of the bids of the mistake, specifying in detail how the mistake occurred.

3. Bid Schedule

**SECTION 00 41 43
BID SCHEDULE**

TO: Rio Linda/Elverta Community Water District
730 L Street
Rio Linda, CA 95673

The undersigned states and declares as follows:

That the Bidder has carefully examined the location of the proposed work; that the Bidder has examined the Contract Documents entitled: Well 16 Pumping Plant; that the Bidder has read the accompanying Instructions to Bidders; that the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; that the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and that the Bidder will take in full payment for such work the prices set forth in the accompanying Bid Form.

The Bidder acknowledges that the following quantities are approximate only, being given as a basis for the comparison of Bids, that the District does not expressly or by implication agree that the actual amount of work will correspond therewith, and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by the Engineer.

Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work. When items of work in the Bid Form are preceded by the letter (S), such items shall be deemed designated "Specialty Items" as outlined in Section 00 43 36 Designation of Subcontractors, Subsection 1.02.

The following surety or sureties have agreed to furnish payment and performance bonds to the Bidder if it is awarded the contract:

Performance Bond: CNA/Woodruff Sawyer & Co

Payment Bond: CNA/Woodruff Sawyer & Co

The undersigned hereby acknowledges the receipt and review of Addenda Nos.:

1, 2, 3

Contractor's License No.: 952883

Expiration Date: 9/30/2020

Type of License: A, B, C61 / D63, ASB, HAZ


Name under which license is held: Anvil Builders Inc

Status of License: California

Executed on [DATE] January 10, 2020

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

Anvil Builders Inc (Company/Firm Name)
S Corporation (Company Type, e.g. corporation {include state of incorporation}, sole proprietor, partnership)
 (Authorized Signature)
Alan Guy (Printed Name)
President (Title)

Address: 1475 Donner Ave
San Francisco CA 94124

Phone No.: 415.285.5000

E-mail: Estimating@anvilbuilders.com

Bid Form

ITEM NO.	ITEM	Qty.	Unit	Unit Cost	Item Cost
1	General Requirements	1	LS	200,000. ⁰⁰	200,000. ⁰⁰
2	Site Work	1	LS	500,000. ⁰⁰	500,000. ⁰⁰
3	Fences & Gates	1	LS	150,000. ⁰⁰	150,000. ⁰⁰
4	Onsite Piping and Valves	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
5	CMU Control building and Appurtenances	1	LS	220,000. 199,100. ⁰⁰	220,000. 199,100. ⁰⁰
6	Well pump, motor, and pump base	1	LS	150,000. ⁰⁰	150,000. ⁰⁰
7	Painting and Coatings	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
8	Piping	1	LS	498,300. ⁰⁰	498,300. ⁰⁰
9	Chlorine feed system	1	LS	55,000. ⁰⁰	55,000. ⁰⁰

ITEM NO.	ITEM	Qty.	Unit	Unit Cost	Item Cost
10	Electrical	1	LS	875,000. ⁰⁰	875,000. ⁰⁰
11	Flush, Pressure Test and Disinfection	1	LS	12,000. ⁰⁰	12,000. ⁰⁰
12	Performance Testing and Facility Startup	1	LS	2,000. ⁰⁰	2,000. ⁰⁰

TOTAL BID PRICE = 2,691,400.⁰⁰
 (NUMBERS)

TOTAL BID PRICE = two million six hundred ninety-one thousand four hundred
 (WORDS)

Notes:

1. Detailed descriptions for each bid item are included in Section 01 22 00 Measurement and Payment.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. The maximum allowed for Mobilization and Demobilization is 10 percent of the total project cost.

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable

**** END OF SECTION ****

4. Bid Guarantee

**SECTION 00 43 13
BID GUARANTEE**

BID GUARANTEE

All Bids shall be accompanied by a Bid Guarantee made payable to the District. The bid guarantee shall be made in the form of a Bid Bond or a cashier's check that must be enclosed in the same envelope with the Bid. The amount of the Bid Bond or cashier's check shall be not less than 10 percent of the total amount of the Bid.

If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form included in this Section or on a form which substantially conforms to it.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED _____
Anvil Builders Inc., Contractor as Principal; and

Western Surety Company, as Surety, are hereby held and bound unto Rio Linda/Elverta Community Water District, hereinafter called the District, in the sum of \$ Ten Percent (10%) of Total Amount Bid, which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Well 16 Pump Station Project

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternate,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which

the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 2nd day of January ²⁰²⁰~~2019~~, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Anvil Builders Inc.

(Contractor as Principal)

By: 

Alan Guy


[Name]

President

[Title]

Western Surety Company

(Surety)

By: 

Mark M. Munekawa

[Name]

Attorney-in-Fact

[Title]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

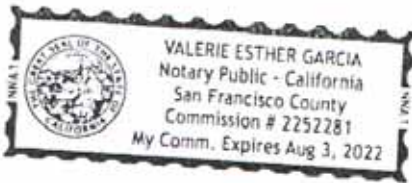
On 01/02/2020 before me, Valerie Garcia, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mark M. Munekawa
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark M. Munekawa

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

~~Signer's Name: _____~~

~~Corporate Officer — Title(s): _____~~

~~Partner — Limited General~~

~~Individual Attorney in Fact~~

~~Trustee Guardian or Conservator~~

~~Other: _____~~

~~Signer Is Representing: _____~~

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Charles R Shoemaker, Nancy L Hamilton, Stanley D Loar, Roger C Dickinson, Mark M Munekawa, Joan DeLuca, Kelly Holtemann, Nerissa S Bartolome, Alicia Dass, Patrick R Diebel, Yvonne Roncagliolo, Thomas E Hughes, Valerie Garcia, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2018.

WESTERN SURETY COMPANY

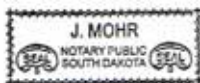


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 28th day of August, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of January, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



5. Designation of Subcontractors

**SECTION 00 43 36
DESIGNATION OF SUBCONTRACTORS**

PART 1 - GENERAL

1.01 SUBCONTRACTOR LIST

- A. Each Bidder shall set forth in its Bid a list of Subcontractors and additional information required on the form in Paragraph 3 of this Section in accordance with the provisions of California Public Contract Code section 4100, et seq.: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to the Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of ½ of 1 percent of the Contractor's total Bid; and (b) The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the Bid.
- B. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.
- C. Subletting or subcontracting of any portion of the work in excess of ½ of 1 percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the District setting forth the facts constituting the emergency or necessity.

1.02 SUBCONTRACTING LIMITS

- A. The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "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 with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." 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 Engineer.

Continued on next page...

1.03 SUBCONTRACTOR LIST

Subcontractor (Name & Location)	Description of Subcontractor Work	Portion of Work (\$)
NCK, Concord, CA Lic# 765116	AC grind & paving	114,700.00
John Jackson Masonry Sacramento CA Lic# 255203	CMU	117,900.00
Golden Bay Fence, Stockton, CA Lic# 1214905	Fencing	44,000.00
James Long Sacramento, CA Lic# 921977	HVAC	27,400.00
Jeff CO. Valley, CA Lic# 364702	Painting & Coating	24,520.00
Premium Roofing, Oakland CA Lic# 10193798	Slopy	23,850.00
Kirby pump and Mechanical Rancho Cordova Lic# 538234	Well pump install	22,800.00
Fox Electrical, El Dorado Hills, CA Lic# 621364	Electrical	701,000.00

* Attach additional pages if necessary

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

6. Certification of Qualifications

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
 - 1. Possess current licenses and insurance as required in the specifications
 - 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 - 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 - 5. Any other qualifications requirements included in contract documents
- D. Experience
 - 1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
 - a. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
 - b. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.
 - 2. The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:
 - a. Project name
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

Anvil Builders Inc [Company/firm name]



Alan Guy, President [Authorized signature]

Alan Guy, President [Name]

January 10, 2020 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: WW-589 Oceanside WWTP Solids and Waste Upgrades

Contract Cost: \$1,558,812

Construction time: 13 Months

Owner: SFPUC

Owner Representative: Abbas Naghavi

Owner Representative's Telephone Number : 415.632.9955

Date of Substantial Completion: Feb 16, 2016

Scope of work: Install/Replace: pumps, valves, mechanical piping, motors, flow meters (test and startup), SCADA control, cathodic protection, corrosion (epoxy coating), Structural concrete pump foundations

Project Name: HH-983 Cherry Dam Outlet Works Rehabilitation

Contract Cost: \$6,591,277

Construction time: 3 Months

Owner: SFPUC

Owner Representative: Michael Nessler

Owner Representative's Telephone Number : 209.989.2553

Date of Substantial Completion: March 16, 2018

Scope of work: Replacement of 2 - 66" Cone Valves in a remote location, underwater welding, lake drainage, system integration

Project Name: WW-657R Drumm & Jackson Street Sewer Improvements

Contract Cost: \$5,240,900

Construction time: 6 Months

Owner: SFPUC

Owner Representative: Jeff Young

Owner Representative's Telephone Number : 415.632.9955

Date of Substantial Completion: October 2018

Scope of work: The project involves the rehabilitation of the 7'6" wide x 6'0" tall Drumm Street Box Sewer and the 9'6" tall x 8'0" wide Jackson Street Box Sewer. The rehabilitation work under this Contract is located on Jackson Street between The Embarcadero and Drumm Street; and on Drumm Street between Jackson Street and Sacramento Street.



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: WD-2822R2 Lower Crystal Springs Dam Stilling Basing Connecting Channel

Contract Cost: \$4,784,700

Construction time: 6 Months

Owner: SFPUC

Owner Representative: David Quinones

Owner Representative's Telephone Number : 415.551.4549

Date of Substantial Completion: October 12, 2020

Scope of work: Installation of bypass and cofferdam dewatering system, dewatering stilling basin and pool 2 and support SFPUC in fish relocation, construct a fish passage channel in San Mateo creek, excavation and replacement of rip rap, installation of 8" pipe from valve H-94 to the stilling basin, installation of new 24" pipe valves and appurtenances from the existing 72", excavate, shore, and line stop valve H-53, removal of H-53 valve and blind flange existing pipe, install flow control valves and automation and monitoring system, replace plug valves H-91 and H-92 inside emergency release valve structure, and install conduit and utilities for seismic motion sensors.

Project Name: WW-579 North Point Treatment Facility

Contract Cost: \$950,295

Construction time: 14 Months

Owner: SFPUC

Owner Representative: Abbas Naghavi

Owner Representative's Telephone Number : 415.632.9955

Date of Substantial Completion: Oct 2016

Scope of work: The objective of this project is to repair and rehabilitate the existing deficient and deteriorated wastewater treatment dewatering mechanical pumping and electrical systems including; selective hazardous material abatement, selective structural-mechanical-electrical demolition, furnish and installing new concrete equipment pad/pedestals, associated seal water and drain piping plumbing system, pump-motor assemblies, pipe, fittings, valves and appurtenances, painting of mechanical and electrical equipment, general electrical work at the North Point Treatment Facility (NPF)



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: Mid Penninsula Station 103 Site Improvements

Contract Cost: \$1,669,158.94

Construction time: 9 Months

Owner: Cal Water Service

Owner Representative: John Puccinelli

Owner Representative's Telephone Number : 408.316.0798

Date of Substantial Completion: September 9, 2017

Scope of work: Demolition of an existing water tank import fill to abandon tank, concrete driveway to structure, grading and paving inside portion of traffic circle, installation of water piping, booster pumps, construction of a new block building to house the pumps, Installation of surge tanks, electrical equipment, generator foundation and landscaping.

Project Name: 16" DI Covington Road Pipeline Project

Contract Cost: \$1,771,050

Construction time: 3 Months

Owner: Cal Water Service

Owner Representative: Julie Huynh

Owner Representative's Telephone Number : 408.367.8394

Date of Substantial Completion: August 15, 2019

Scope of work: Saw cut, grind and dispose existing pavement, compact backfill and replace pavement along the 16-inch and 6-inch ductile iron pipeline and offsets per the County of Santa Clara and City of Los Altos paving requirement. Restore any striping, bike lane markings, crosswalks, and centerlines along S. El Monte Ave and on Covington Road including all cross streets the new pipeline will cross. Install approximately 4,200 feet of 16-inch Ductile Iron TR Flex pipeline in Covington Road with two (2) tie-in connections located at the following: 8" AC main on Parma Way 12" AC El Monte and Foothill Expressway. Install approximately 150 feet of 12-inch ductile iron pipe at El Monte and Foothill Expressway and 40 feet of 8-inch PVC DR-14 (C-900) pipe for the two tie-ins mentioned above. Install new 12" control valve (owner furnished). Install 6' x 7' concrete vault and lid (owner furnished). Remove and dispose of old control valve and abandon existing vault and piping. Traffic and pedestrian control throughout construction in conformance with the plans (provided by owner) as required by applicable local governing agencies and as directed by the Engineer.



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: Navy Drive North Relocation of Facilities

Contract Cost: \$1,236,400

Construction time: 4 Months

Owner: Cal Water Services

Owner Representative: Eric Jacobsen

Owner Representative's Telephone Number : 408.367.8329

Date of Substantial Completion: November 17, 2017

Scope of work:

Install of : 2805 linear feet of 18 inch Tr-Flex Ductile Iron Pipe

60 linear feet of 12 inch Ductile Iron Pipe

60 linear feet of 8 inch PVC Pipe

18 inch Pipe

12 inch Pipe

8 inch Pipe

Project Name: Grand Avenue Pipeline Replacement

Contract Cost: \$2,889,088

Construction time: 21 Months

Owner: EBMUD

Owner Representative: Ben Townley

Owner Representative's Telephone Number : 510.287.2147

Date of Substantial Completion: April 11, 2019

Scope of work: Furnish and install approximately 1,840 linear feet of 24-inch mortar lined and coated steel (ML&CS) pipe and 2,310 linear feet of 6-inch and 8-inch high density polyethylene (HDPE) pipe, 60 feet of 20-inch mortar lined and plastic coated steel (ML&PCS) including all connection and appurtenance piping and valves, one buried magnetic flow meter including associated electrical, instrumentation and control work at the Piedmont Pumping Plant (PP), tap one new 24-inch turnout on existing 48-inch reinforced concrete cylinder pipe (RCCP), abandonment of pipelines removed from service, demolition of two existing vaults, existing anode well destruction, pavement restoration over trenches and excavations, and perform related required work as shown on the drawings and as specified. 2-inch Mill and AC Resurfacing After final pipeline connections, service transfers, and pipeline abandonments are completed by the District, complete 2-inch mill and AC resurfacing as shown on the Drawings. Surface restoration shall be in accordance with Section 32 12 16.81 Asphalt Pavement Replacement. The quantity for payment will be the total square feet of 2-inch mill and AC resurfacing.



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: SSF Underpass 18” Water Main Relocation

Contract Cost: \$2,717,379

Construction time: 9 Months

Owner: Cal Water Services

Owner Representative: Salvador Gonzalez

Owner Representative’s Telephone Number : 408.367.8533

Date of Substantial Completion: April 1, 2019

Scope of work: Install at the intersection of E. Grand Ave. with the HWY 101

Off-Ramp and under/along HWY 101 Overpass in South San Francisco approximately 300 feet of 18-inch Ductile Iron TR Flex restrained joint pipe in JPB and SSF ROWs, 125 feet of 8-inch Ductile Iron pipe on E. Grand Ave, 25 feet of 8-inch ductile iron pipe, additional depth that is more than 12 inches below that shown on the drawings, 225 feet of 28 inch outer diameter steel pipe casing by boring, 135 Linear feet of 28 inch outer diameter steel pipe, 225 feet of 20” nominal (22” O.D) CL&C pipe (Piece Marked “C” & “D”), 145 feet of 20” nominal (22” O.D) CL&C pipe (Piece Marked “C” & “D”), 12 inches below that shown on the drawings, per linear foot of pipe, 125 feet of 8-inch pipe, 300 feet of 18-inch pipe, 125 feet of 8-inch pipe, 220 feet of 18-inch pipe, 85 feet of 18-inch pipe, Restoration for 8-inch pipe, Restoration for 18-inch pipe, specified depth for 8-inch pipe and 18-inch pipe, 225 feet of 20 inch CL&C straight pipe sections, 45 feet of 20 inch CL&C straight pipe sections, 145 feet of pipe and 20-inch diameter Steel CL&C pipe below specified depth.

Project Name: 48” Diameter Water Main Replacement Putnam Street from Peralta Avenue to Cortland Ave WD-2713

Contract Cost: \$4,822,675

Construction time:

Owner: SFPUC

Owner Representative: Curtis Hartdegen

Owner Representative’s Telephone Number : 415.337.8024

Date of Substantial Completion:

Scope of work: Furnish & Install 1,500 linear feet 48" ID x 1/2" Thick Steel Pipe With Cement Mortar Lining and Di-Electric Coating, Furnish and Install 8" Offset AVV assemblies for Steel Pipe, 1,800 linear feet of 8 inch ductile iron pipe, 1,800 linear feet of 8-Inch Ductile Iron Pipe with Polyethylene Encasement, 610 linear feet of 1-Inch Plastic Service Pipe - Trenchless Installation, and 90 linear feet of 0-2 inch serve pipe.



LBE Certified Contractor – License #952883

Contractor Experience Statement

Project Name: UN Plaza Water Storage and Distribution (Rebid 2)

Contract Cost: \$3,923,600

Construction time: 12 Months

Owner: SFPW

Owner Representative: Raymond Lui

Owner Representative's Telephone Number : 415.558.4585

Date of Substantial Completion: April 20, 2020

Scope of work: The work to be done under this contract consists of installation of a filtration and chlorination system, pumps, piping, electrical and controls, including modifications to an existing fountain mechanical equipment vault, trenching and pipeline installation, and electrical power provision in UN Plaza between Market Street and McAllister Street in San Francisco, California, all as shown on the drawings and as specified in these Specifications.

Project Name: Pier 70 Ph I Improvements

Contract Cost: \$17,587,079

Construction time: 12 Months

Owner: Brookfield Properties

Owner Representative: Cliff Ritz – VP of infrastructure

Owner Representative's Telephone Number : 310.345.6941

Date of Substantial Completion: Feb 2020

Scope of work:

12" and 8" NPW – 3,944'

12" and 8" LPW – 4,215'

20" AWSS High pressure Water – 2,265'

Project Name: Polhemus SM26 P-Line and R-Line

Contract Cost: \$869,244

Construction time: 4 Months

Owner: Cal Water

Owner Representative: Enrique Bruqueer

Owner Representative's Telephone Number : 408.367.8200

Date of Substantial Completion: Aug 19

Scope of work:

16" DIP water – 1,300'

12" Fuse PVC water line – 664'

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

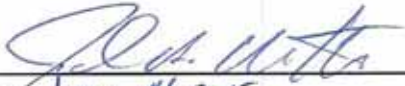
1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
1. Possess current licenses and insurance as required in the specifications
 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 5. Any other qualifications requirements included in contract documents
- D. Experience
1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
 - a. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
 - b. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.
 2. The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:
 - a. Project name
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

MCK Services Inc.

[Company/firm name]



[Authorized signature]

John Mosses

[Name]

1/10/2020

[Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

MCK Services, Inc.
P.O. Box 5697
Concord, CA 94524
925/957-9200 phone 925/957-9292 fax

Technical Ability and Experience Statement
(MCK Services Inc has performed similar work for the past 20 years)

Town of Danville
2018/19 Pavement Rehabilitation
Contact: Guillermo Santolaya, 925/314-3352
Contract Price: \$2,505,896
Completed: August 2019

Town of Danville
2017/18 Pavement Rehabilitation
Contact: Guillermo Santolaya, 925/314-3352
Contract Price: \$2,833,474
Completed: May 2019

City of Pittsburg
2018-09 SB-1 West Leland Rd. Pavement Management Project
Contact: Mahta Khalatbari, 925/252-4930
Contract Price: \$1,167,363
Completed: May 2019

City of Martinez
Various Street and Road
Contact: Don Salts, 925/372-3500
Contract Price: \$1,932,161
Completed: February 2019

Town of Los Gatos
Annual Street Repair and Resurfacing
Contact: Suyesh Shrestha, 408/395-1437
Contract Price: \$1,898,155
Completed: January 2019

Town of Danville
Various Streets and Roads Preservation
Contact: Guillermo Santolaya, 925/314-3352
Contract Price: \$2,159,079
Completed: December 2018

City of San Jose
2018 Arterial Resurfacing
Contact: Emil Collado, 408/794-1961
Contract Price: \$12,119,887
Completed: December 2018

City of Alameda
Repair & Resurfacing, Phase 37
Contact: Trung Nguyen, 510/747-7943
Contract Price: \$4,659,123
Completed: December 2018

City of San Jose
#8382 - 2017 Arterial Resurfacing
Contact: Frank Farshidi, 408/794-1945
Contract Price: \$14,307,375
Completed: December 2018

City of Pleasanton
Annual Street Resurfacing
Contact: Huy Ho, 925/931-5663
Contract Price: \$3,951,518
Completed: November 2018

County of Alameda Public Works
Spec 2356, Resurfacing in Hayward and San Leandro
Contact: Paul Crawford, 510/670-5450
Contract Price: \$2,130,025
Completed: September 2018

City of Alameda
Repair & Resurfacing, Phase 36
Contact: Trung Nguyen, 510/747-7943
Contract Price: \$4,949,807
Completed: December 2017

Town of Danville
2016/2017 Pavement Rehabilitation
Contact: Guillermo Santolaya, 925/314-3352
Contract Price: \$6,389,230
Completed: November 2017

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
 - 1. Possess current licenses and insurance as required in the specifications
 - 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 - 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 - 5. Any other qualifications requirements included in contract documents
- D. Experience
 - 1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
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 - a. Project name
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

John Jackson masonry [Company/firm name]

Rolando Robles [Authorized signature]
Rolando Robles [Name]
1/10/20 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

1)

a. Alviso Storm Pump Station

b. JMB Construction: Adrian Power #650-267-5300

c. 12 months

d. \$152K

2)

a. Twelve Bridges Metering Station

b. T & S Construction: Matt Stephen #916-381-3052

c. 3 months

d. \$205K

3)

a. Cherry Creek Pump Station

b. Trinet Construction: James Leyden #650-315-5392

c. 1 months

d. \$53k

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
 - 1. Possess current licenses and insurance as required in the specifications
 - 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 - 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 - 5. Any other qualifications requirements included in contract documents
- D. Experience
 - 1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
 - a. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
 - b. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.
 - 2. The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:
 - a. Project name
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

Golden Bay Fence Plus Iron Works

[Company/firm name]



[Authorized signature]

Mike Young

[Name]

1/10/20

[Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

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 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
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 - a. Project name
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 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

James Long Construction Services _____ [Company/firm name]

Brad Tucker _____ [Authorized signature]

Brad Tucker _____ [Name]

1/10/20 _____ [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****



James Long Construction Services, Inc
8560 Younger Creek Drive
Sacramento, Ca 95828
916-379-9524

BIDDER'S SUBCONTRACTOR QUALIFICATIONS

January 10, 2020

James Long Construction Services was established November 1, 2001 as a sole proprietorship based in Sacramento, California. Contractors State License Board issued License number 276798 in the following classifications B, C-4, C-7, C-20, C-36, and C-43.

On November, 1, 2002 James Long Construction Services, Inc. formed a C Corporation and was issued a new contractor's License Number of 821827. On November, 1, 2006, the corporation was converted to an S corporation with all of the trade classifications and license number intact.

In May of 2007, a State of Nevada Contractors License number 0068578 was secured with a C21 classification to allow the corporation to do work in the air conditioning industry in the state of Nevada.

James Long Construction Services is based in Sacramento, California and is located at 8560 Younger Creek Drive. The warehouse office building is owned by James (former President) and Karen Long (Secretary/Treasurer), under the umbrella of an LLC.

The company's primary market focus is the water and wastewater treatment industry. We furnish and install work in various segments of a project including, conventional air conditioning installations, process ventilation and exhaust systems (including FRP foul air ductwork and fans), wall louvers, fume exhaust systems, architectural sheet metal, metal roof installations and sound attenuation.

The geographic work area is generally the central and northern valleys of California with additional work in the bay area. Almost all of our bids are hard number bids. Because this work is so specialized, our competition varies by area but we are able to maintain a high success rate on our bidding. The majority of the projects we work on are in the public sector, requiring prevailing rate provisions for onsite labor.

Because the work we perform on these projects generally have a low labor to material/equipment ratio, we are able to install a large volume of work with minimum overhead personal and field installation crews. It is not unusual for us to have twelve to fifteen projects under various phases of construction at the same time.

There is a trend in the industry to start doing more design build and select list work and we have established a working relationship with several general contractors and



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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

engineers to be part of their team. We feel this trend will continue to grow depending on the state of the economy relating to residential development by large developers. Many smaller or new cities are requiring developers to provide the infrastructure to be in place before they can develop the properties. In addition, there is tremendous potential in the movement and storage of water throughout the central valley as water becomes more valuable. Because we have a large contractor client base, we feel we are in a unique position in this special segment of the construction industry.

James Long, age 82, is the former President of the corporation and has over fifty years of experience in the sheet metal air conditioning industry. He served a four year apprenticeship and turned out as a journeyman sheet metal worker in April 1952. He worked in the sheet metal trade as a journeyman, foreman and superintendent for various contractors in the Sacramento area for twenty years before becoming a contractor in 1972. During the next nineteen years he maintained a sheet metal contracting business performing commercial and school installations as a union contractor. During that time he was a member of the local SMACNA chapter and served on many committees including president of the local chapter for two terms and on the apprenticeship committee for over fifteen years. He also served on the board of the SMACNA National Industry Fund.

In 1991 the business was closed during the recession and James Long Construction Services was formed as a contractor specializing in the water treatment industry. Starting as a small company, he worked in the field doing the actual installations. As the work load has increased, he transitioned out of the field into the office to work solely on estimates and project management.

As of November 1, 2015 James has retired from the company, selling his 49% of the corporation shares to Matthew and Bradley Tucker (VP's and RMO's for the corporation). He still comes into the office on most days and is staying on with the company as a consultant.

Karen Long, age 60 is the secretary / treasurer of the corporation and has over thirty years' experience with the company. Her duties have consisted of all of the items that need to be done in a contracting firm. They include purchasing, contract administration, submittal preparation, billing, job costing, accounts payable, accounts receivable, certified payroll, in house statements and any general office duties as required. Our accounting system is The Contractor by Maxwell. Job cost reports are generated weekly for review by the management. Financial Reports and taxes are prepared by Gallina LLC. Karen has actual field experience installing material and equipment that has allowed her to have a good understanding of what actually happens on a jobsite so she can answer

many of the day to day questions regarding jobsite conditions which we feel is an advantage over much of our competition.



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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

Matthew Tucker, age 39 is a grandson of James Long and has been employed as an estimator/ project engineer for 11 years. Matt is a graduate of Cal State Chico with a degree in mathematics and a teaching credential. He taught high school math in a small high school for three years before joining the company. Because of his math background, Matt has become our major IT person. He has developed several forms and procedures that have increased our in house capability to better monitor our performance. Matt is responsible for approximately fifty percent of our estimating and project management workload. In our operation, the successful estimator of a project becomes the project manager of the project and is responsible for all phases of construction from issuing purchase orders and subcontracts to completion of punch lists. In our opinion, this allows people in decision making positions to actually see how a project progresses from their original estimate to the final completion of the project and to compare the progress of the job to the estimate as the project progresses and to have an understanding of money management throughout the life of the project.

Bradley Tucker, age 37 is also a grandson of James Long and has been employed as an estimator/project manager for 11 years. Brad has several years of field experience working with his grandfather on numerous construction jobsites beginning when he was fifteen years old. He really has learned construction through the school of hard knocks and has a lot field experience for someone of his age. Brad has a more hands on approach to both estimating and project management but follows the same estimating and project management procedures as Matt. This allows both of them to see and track all projects in the same format and to track each other's work if required. Brad is responsible for approximately fifty percent of the estimates and project management.

As of November 1, 2015 both Matt and Brad are Vice Presidents of the corporation with ownership in corporate shares of 24.5% each.

Mike Springer, age 43 is our lead field foreman and has been employed by us for 14 years. Mike has worked in the sheet metal industry since he was a teenager and has experience in all facets of the industry. Because the majority of our installations are designed to have the ductwork and other components exposed and visible from inside the structure it requires more attention to detail than concealed installations. Mike has learned how important this is and knows what we and the contractors/owners expect when the project is completed. We receive many complements from general contractors regarding his performance on projects.

Charles Heidt, age 37 has been employed by us for 14 years as a lead installer/foreman. During this time he has grown to handle all phases of a project including measurement



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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

and fabrication drawings. He is also attending a local community college to get an associate degree in Air Conditioning Theory. Charles has become a major part of our operation.

At present James Long Construction has several other key personal that we employ on a full time basis. Any additional labor requirements are filled from the local work force as required and in some cases, union apprentices have been dispatched to our projects to meet DIR requirements.

Listed below are the firms and contact people for accounting, legal and banking.

Accounting; Clifton Larson Allen, LLC
Contact; John Donovan
916-784-7800

Legal-Business; Gary Perry Attorney at Law
Contact; Gary Perry
916-649-0742

Legal-Construction/Labor; Murphy Austin Adams Schoenfeld LL
Contact; Kenneth Schumaker
916-446-2300

Insurance; John O. Bronson Insurance Agency
Contact; Rob McVicar
916-974-7800

Banking; 5 Star Bank
Contact; Jason Hartman & Christopher Parkes
916-640-1511

We presently have no cases under litigation nor have we ever had any case under litigation.

REFERENCES



James Long Construction Services, Inc
8560 Younger Creek Drive
Sacramento, Ca 95828
916-379-9524

BIDDER'S SUBCONTRACTOR QUALIFICATIONS

Ewing Construction Services
Contact: David Ewing
530-304-0972

Gateway Pacific Contractors, Inc.
Contact: Gary Bechtel
916-665-4100

Kiewit Company
Contact: Ken Hudson
707-439-7403

Flatiron West, Inc.
Contact: Bill Gillick
707-980-5878

Balfour Beatty
Contact: Chris Rutherford
707-427-8900

Dragados USA
Contact: Terry Crow
916-385-0822

Anderson Pacific Engineering
Contact: Steve Haslem
408-970-9900

C. W. Roen
Contact: Steve Munn
925-837-5501

K.G. Walters
Contact: Brad Sanders
707-527-9968

Auburn Constructors
Contact: Andy Granner
916-924-0344

Western Water Constructors
Contact: John Mc Garva
707-540-9640

GSE Construction
Contact: Orlando Guterrez
925-447-0292

C. Overaa & Co.
Contact: Jeff Naff
510-234-0926

W.M. Lyles Co.
Contact: Joe Lawrence
916-375-1833

2324 FOLSOM DAM SPILLWAY
HVAC systems

GRANITE CONSTRUCTION
PO BOX 50085



James Long Construction Services, Inc
8560 Younger Creek Drive
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916-379-9524

BIDDER'S SUBCONTRACTOR QUALIFICATIONS

9/20/10-5/13/15 US Army Corp of Engineers 1325 J St. Sacramento, CA 95814 916-557-5100	WATSONVILLE, CA 95077 916-855-8840 FAX 916-362-7515 \$315,120.00
2379 SACRAMENTO WTP HVAC systems 1/30/13-5/1/16 Sacramento County 1 Water St. Sacramento, CA 95811 916-808-5432	OVERAA CO. 200 PARR BLVD RICHMOND, CA 94801 510-234-0926 FAX 510-237-2435 \$1,223,302.00
2392 LOS OSOS WTP HVAC systems & FRP/FAE systems 11/25/13-12/1/16 Los Osos Community Services District 2122 9 th St Los Osos, Ca 93402 805-528-9370	AUBURN CONSTRUCTORS, INC. 730 WEST STADIUM LANE SACRAMENTO, CA 95834 916-924-0344 FAX 916-924-1800 \$588,350.00
2430 ECHO DISINFECTION STORAGE HVAC systems 7/9/15-11/1/17 Sacramento Regional County Sanitation District 8521 Laguna station road Elk Grove, CA 95758 916-875-9000	G.S.E CONSTRUCTION CO., INC 6950 PRESTON RD. LIVERMORE, CA 94551 928-447-0292 FAX 925-447-0962 \$175,250.00
2425 RINCONADA WTP	BALFOUR BEATTY INFRASTRUCTURE



James Long Construction Services, Inc
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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

HVAC systems 5/6/15- ongoing Santa Clara Valley Water District 5750 Almaden Expy San Jose, Ca 95118 408-265-2600	1050 LAKES DR., SUITE 200 WEST COVINA, CA 91790 909-770-7020 FAX 626-410-6670 \$746,350.00
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2432 MONTEVINA WTP IMPROVEMENTS HVAC systems 1/8/16- 12/31/17 San Jose Water 2131, 110 W Taylor St San Jose, Ca 95110 408-279-7900	FILANC/GSE JOINT VENTURE 740 NORTH ANDREASEN DR. ESCONDIDO, CA 92029 760-941-7130 FAX 760-941-3969 \$420,500.00
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2436 DAVIS WWTP HVAC systems 8/21/15-4/27/18 City of Davis 45400 Co. Rd. 28H Davis, CA 95616 530-757-5686	W.M. LYLES, INC. P.O. BOX 4377 FRESNO, CA 93744 559-441-1900 FAX 559-487-7949 \$1,245,606.00
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2438 NST HVAC systems & sheet metal 11/13/15-ongoing Sacramento Regional County Sanitation District 8521 Laguna station road Elk Grove, CA 95758 916-875-9000	FLATIRON WEST, INC. 2100 GOODYEAR ROAD BENICIA, CA 94510 707-742-6000 FAX 707-746-0849 \$322,700.00
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2445 BNR FOUL AIR FRP/FAE systems	DRAGADOS CONSTRUCTION 701 FIFTH AVENUE, SUITE
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James Long Construction Services, Inc
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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

2/11/16-ongoing Sacramento Regional County Sanitation District 8521 Laguna station road Elk Grove, CA 95758 916-875-9000	6550 SEATTLE, WA 98104 916-385-0819 \$2,925,000.00
2446 BNR HVAC HVAC systems 2/11/16-ongoing Sacramento Regional County Sanitation District 8521 Laguna station road Elk Grove, CA 95758 916-875-9000	DRAGADOS CONSTRUCTION 701 FIFTH AVENUE, SUITE 6550 SEATTLE, WA 98104 916-385-0819 \$3,730,000.00
2470 PALO ALTO HVAC systems 2/23/17-ongoing City of Palo Alto 250 Hamilton Ave. Palo Alto, CA 94301 650-329-2100	C. OVERAA & CO 200 PARR BLVD. RICHMOND, CA 94801 510-234-0926 FAX 510-237-2435 \$1,450,000.00
2475 MONTEREY ADVANCED WATER PURIFICATION HVAC systems 6/29/17-ongoing Monterey Regional Water Pollution Control Agency 5 Harris Court, Bldg D Monterey, CA 93940 831-372-3367	ANDERSON PACIFIC ENGINEERING 1390 NORMAN AVENUE SANTA CLARA, CA 95054 408-970-9900 FAX 408-970-9975 \$421,400.00
2479 SUNNYVALE HVAC systems & FRP/FAE systems	OVERAA CO. 200 PARR BLVD



James Long Construction Services, Inc
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BIDDER'S SUBCONTRACTOR QUALIFICATIONS

3/1/17- ongoing City of Sunnyvale 1444 Borregas Ave Sunnyvale, Ca 94089 408-730-7260	RICHMOND, CA 94801 510-234-0926 FAX 510-237-2435 \$2,129,300.00
2485 SAN JOSE CO-GEN HVAC systems 9/1/17-ongoing City of San Jose 700 Los Esteros Rd San Jose, Ca 95134 408-635-6600	OVERAA CO. 200 PARR BLVD. RICHMOND, CA 94801 510-234-0926 FAX 408-237-2435 \$1,883,500.00
2486 SAC COUNTY PAINT BLDG Ductwork addition to fume fan Completed 1/12/18 Sacramento Regional County Sanitation District 8521 Laguna station road Elk Grove, CA 95758 916-875-9000	SCRSD 8521 LAGUNA STATION ROAD 916-385-0819 \$6,900.00
2488 MILL VALLEY SASM HVAC systems 6/7/17- ongoing Sewer Agency of Southern Marin 450 Sycamore Ave Mill Valley, Ca 94941 415-388-2402	OVERAA CO. 200 PARR BLVD. RICHMOND, CA 94801 510-234-0926 FAX 408-237-2435 \$1,142,500.00


**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

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 - c. Construction time in months
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Contractor/subcontractor declares the foregoing is true and correct.

Jeffco Painting & Coatings Inc [Company/firm name]

 [Authorized signature]
JEFF DOHERTY [Name]
1-10-2020 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

** END OF SECTION **



*Jeffco Painting and Coating, Inc., P.O. Box 1888, Vallejo, CA 94590, 1260 Railroad Ave. Vallejo, CA 94592 | (707) 562-1900 / FAX (707) 562-1907
CA DVBE #1592120 / DIR #1000001665 / California License No. 364702 / Nevada License No. 28097*

Date: January 13, 2020

To: Elizabeth Cardona

Company: Anvil Builders

Email: ecardona@anvilbuilders.com

RE: Rio Linda / Elverta Community Water District - Well 16 PS

Elizabeth, Jeffco is pleased to submit Certification of Qualifications (00 45 13) and Experience statements (attached) as part of our "3 Day Documents". for the Linda / Elverta Community Water District Well 16 Pump Station Project.

Sincerely,

Martin Salinas

Martin Salinas

Project Manager

www.jeffcoptg.com

Job Resume

Project Name	West Side Pump Station
Job Address	West Side
Job Address City	San Francisco
Customer	Cal State Constructors, Inc.
Customer Rep	Matt Malte
Phone Number	415-762-0689
Owner	San Francisco Public Utilities Commission
Owner Rep	
Phone Number1	415-554-3155
Final Contract Amount	\$689,119.14
Type of Facility	Pump Station
Start Date	1/21/2015
End Date	10/20/2017
Brief Summary of Work	Blast & Coat interior of surge tank w/EF 1988, blast & coat Interior/exterior piping and catwalks

Project Name	Redwood City Pump Stations
Job Address	Various
Job Address City	Redwood City
Customer	Casey Construction
Customer Rep	Brenden
Phone Number	650-369-1876
Owner	City of Redwood City
Owner Rep	
Phone Number1	650-780-7380
Final Contract Amount	\$121,956.00
Type of Facility	Pump Station
Start Date	1/6/2016
End Date	6/15/2016
Brief Summary of Work	Sandblast interior concrete and coat with EF 1988

Project Name	Redwood City Sanitary Sewer PS
Job Address	Redwood Shores
Job Address City	Redwood City
Customer	Casey Construction
Customer Rep	Brenden Casey
Phone Number	650-369-1876
Owner	City of Redwood City
Owner Rep	
Phone Number1	650-780-7380
Final Contract Amount	\$88,332.00
Type of Facility	Pump Station
Start Date	9/5/2017
End Date	12/30/2017
Brief Summary of Work	Prep and coat two pump stations wet well and misc piping

Project Name	Nicolaus Rd. Pump Station
Job Address	Nicolaus Rd.
Job Address City	Lincoln
Customer	Clyde G. Steagall, Inc.
Customer Rep	Michele Charles
Phone Number	916-652-1700
Owner	City of Lincoln
Owner Rep	Rudi Golnik
Phone Number1	916-434-2493
Final Contract Amount	\$66,641.71
Type of Facility	Pump Station
Start Date	12/20/2017
End Date	1/11/2018
Brief Summary of Work	Blast & Coat steel wet well, prepa nd paint piping in valve vault

Project Name	San Bruno Pump Station # 4
Job Address	Pump Station # 4
Job Address City	San Bruno
Customer	JMB Construction, Inc.
Customer Rep	Stephen Cooper
Phone Number	650-267-5300
Owner	City of San Bruno
Owner Rep	
Phone Number1	650-616-7043
Final Contract Amount	\$92,383.34
Type of Facility	Pump Station
Start Date	2/24/2015
End Date	7/22/2015
Brief Summary of Work	Paint pipe & Equipment, interior and exterior

Project Name	San Mateo Flow Meters
Job Address	Veteran Blvd
Job Address City	Redwood City
Customer	JMB Construction, Inc.
Customer Rep	Rory Marlow
Phone Number	650-267-5300
Owner	County of San Mateo
Owner Rep	
Phone Number1	650-363-4100
Final Contract Amount	\$27,844.00
Type of Facility	Pump Station
Start Date	4/13/2015
End Date	7/28/2015
Brief Summary of Work	Surface prep and coating of interior concrete walls with enduraflex 1988

Project Name	Truckee Canyon Water System Expansion
Job Address	11975 Truckee Canyon Court
Job Address City	Sparks
Customer	K.G. Walters Construction Company, Inc.
Customer Rep	Walt Johnson
Phone Number	707-527-9968
Owner	Truckee Meadow Water Authority
Owner Rep	
Phone Number1	775-834-8080
Final Contract Amount	\$31,542.00
Type of Facility	Pump Station
Start Date	2/21/2017
End Date	5/9/2017
Brief Summary of Work	Prep new and existing piping and apply one primer coat and one finish coat. Waterproof new CMU Areas

Project Name	Olympic Pump Station & Force Main
Job Address	2540 Olympic Drive
Job Address City	San Bruno
Customer	McGuire & Hester
Customer Rep	Robert Doud
Phone Number	510-632-7676
Owner	City of San Bruno
Owner Rep	
Phone Number1	650-616-7043
Final Contract Amount	\$44,994.78
Type of Facility	Pump Station
Start Date	12/14/2015
End Date	3/16/2016
Brief Summary of Work	Coating of new pipe, valves and other misc items

Project Name	Howe Road Pump Station
Job Address	1100 Ethan Way
Job Address City	Sacramento
Customer	Myers & Sons
Customer Rep	Dion Carr
Phone Number	916-283-9950
Owner	County of Sacramento
Owner Rep	
Phone Number1	
Final Contract Amount	\$26,774.92
Type of Facility	Pump Station
Start Date	10/25/2016
End Date	12/8/2016
Brief Summary of Work	Paint rewind pumps, exposed conduites and support beam

Project Name	Highway Booster Pump Station
Job Address	15 Shoreline Hwy
Job Address City	Mill Valley
Customer	Pacific Infrastructure
Customer Rep	Mark Jorgenson
Phone Number	925-249-0011
Owner	Sausalito-Marin City Sanitary District
Owner Rep	
Phone Number1	415-332-0244
Final Contract Amount	\$39,439.98
Type of Facility	Pump Station
Start Date	3/17/2017
End Date	7/14/2017
Brief Summary of Work	Blast int concrete and apply 1200 P then EF 1988 @ X250 mils. Paint piping and control room.

Project Name	Pump Station # 3 Santa Rosa
Job Address	5803 thomas Lake Harris Drive
Job Address City	Santa Rosa
Customer	Team Ghilotti
Customer Rep	Joe Moreira
Phone Number	707-763-8700
Owner	City of Santa Rosa
Owner Rep	
Phone Number1	707-543-3944
Final Contract Amount	\$30,373.41
Type of Facility	Pump Station
Start Date	8/6/2015
End Date	2/11/2016
Brief Summary of Work	Prep piping and equipment and apply prime coat then apply polyurethane topcoat. Int & Ext architecturual coatings

Project Name	Fresno Well 171
Job Address	5203 West Dakota Ave.
Job Address City	Fresno
Customer	Todd Companies
Customer Rep	tom Lockwood
Phone Number	559-651-5820
Owner	City of Fresno
Owner Rep	
Phone Number1	559-621-8600
Final Contract Amount	\$49,770.91
Type of Facility	Pump Station
Start Date	8/22/2016
End Date	9/29/2016
Brief Summary of Work	Spot rpr interior coating of three GAC filters. Prepare and coat exterior exposed piping, skid and GAC Filters



Jeffco Painting & Coating, Inc. *of*

Vallejo, CA

*has met or exceeded the requirements set forth in the
SSPC Painting Contractor Certification Program for*

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES SSPC - QP1



Gary D. Manous
.....
President, SSPC
March 31, 2019 – March 31, 2020
.....
Validation Period



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
 - 1. Possess current licenses and insurance as required in the specifications
 - 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 - 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 - 5. Any other qualifications requirements included in contract documents
- D. Experience
 - 1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
 - a. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
 - b. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.
 - 2. The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:
 - a. Project name
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative
 - e. Owner's representative's telephone number
 - f. Date of substantial completion

Contractor/subcontractor declares the foregoing is true and correct.

Premium Roofing and Waterproofing [Company/firm name]

Samuel Espinoza [Authorized signature]

Samuel Espinoza [Name]

1/10/2020 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

919 52ND AVENUE
OAKLAND, CALIFORNIA 94601
CALIFORNIA LICENSE # 1019378
PHONE: 510-774-7083
FAX: 510-225-2624
E-MAIL: alkreager@yahoo.com

CITY OF OAKLAND SLBE# 6360
ALAMEDA COUNTY SLEB
ROOFERS & WATERPROOFERS LOCAL #81
DIR# 1000044468

January 14, 2020

RE: Rio Linda Pump Station #16

Certification of Qualifications

1. Has current license and insurance.
2. Contractor's license has never been revoked.
3. No surety has ever been used to complete one of our projects.
4. No convictions.

Experience:

Contractor has experience in installation of specified roof system. Concrete roof tile.

Project Name: Seminary Point

Contract Cost: \$55,000.00

Construction Time: 1 month

Owner's Representative: Branagh Construction

Phone Number: 510-638-6455

Date of Completion: September 2018



**SECTION 00 45 13
CERTIFICATION OF QUALIFICATIONS**

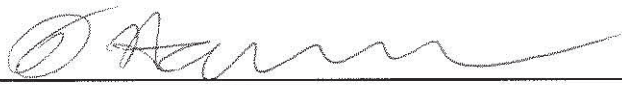
1.01 GENERAL

- A. To be eligible for an award of Contract and for a bid to be considered responsive, the bidder and each of their subcontractor(s) listed in Section 00 43 36 Designation of Subcontractors must submit to Owner in the sealed bid, this signed Certification of the Qualifications (Certification). If the Contractor does not list a subcontractor, then the Contractor must submit to Owner in the sealed bid this signed Certification to self-perform the work.
- B. Failure to provide the Certification in the sealed bid as required herein will cause the bid to be disqualified and rejected unless otherwise specified by the Owner.
- C. Requirements: Contractor/subcontractor(s) shall meet the following requirements:
 - 1. Possess current licenses and insurance as required in the specifications
 - 2. Contractor's license shall not have been revoked at any time in the last ten (10) years
 - 3. No surety has been used to complete a contract on the Contractor or subcontractor(s)' behalf, or paid for completion due to termination by the project owner within the last ten (10) years
 - 4. Contractor or subcontractor(s) (including its owners, officers, or subcontractors) have not been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract
 - 5. Any other qualifications requirements included in contract documents
- D. Experience
 - 1. The Contractor/subcontractor(s) must demonstrate previous successful experience in the installation of groundwater well equipping, site, and pipeline improvements. The required experience includes the following:
 - a. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully completed a minimum of two potable groundwater well equipping projects including site work for a municipal potable groundwater well pumping more than 1,000 gallons per minute within the last five years.
 - b. The Contractor/subcontractor(s), foreman, or installer(s) must have successfully installed a minimum of 25,000 lineal feet of water pipelines larger than 8 inches in diameter in public paved roadways within the last five years.
 - 2. The Contractors/subcontractor(s) shall provide the following information as an attachment to this qualification form for reference projects meeting the experience requirements above:
 - a. Project name *RLECWD well #16*
 - b. Contract/subcontract cost
 - c. Construction time in months
 - d. Owner's representative *J Paul Hannum / George Collier*
 - e. Owner's representative's telephone number *(916) 812-7123 / (916) 417-1801*
 - f. Date of substantial completion

*projects RLECWD well #7 sound enclosure
RLECWD well #3 Discharge mods.
RLECWD well #19 Discharge mods
RLECWD well 15 pull & Reinstall well pump for well Repair.*

Contractor/subcontractor declares the foregoing is true and correct.

Kirby's Pump & Mech inc. [Company/firm name]

 [Authorized signature]

J Hannum [Name]

1/10/2020 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

Elizabeth Cardona

From: George Collier <gcollier.kpm@sbcglobal.net>
Sent: Tuesday, January 14, 2020 12:16 PM
To: Elizabeth Cardona
Subject: Re: Rio Linda Well 16 Pump Station

Elizabeth,

Listing of completed projects for the Rio Linda/Elverta Community Water District:

1) 7/26/2011	Sample/Pump to waste Well #3	\$ 4,780.00
2) 8/15/2012	Start up Well #3	\$ 2,970.00
3) 6/26/2013	Install PRVs at seven Wells	\$ 4,900.00
4) 3/31/2015	Install Sound Enclosure	\$ 6,850.00
5) 2/09/2016	Well #15 - Inspect Pump	\$ 6,800.00
6) 9/28/2017	Well #15 - Piping Modifications	\$ 5,100.00

Owner's Representative - Pat Goyet 916-991-1000

Best Regards -

George Collier

Kirby's Pump and Mechanical, Inc.

On Monday, January 13, 2020, 4:39:56 PM PST, Elizabeth Cardona <ecardona@anvilbuilders.com> wrote:

Hello,

Anvil Builders Inc was the apparent low bidder in bid Rio Linda Well 16 Pump Station and listed you for:

Well Pump Install \$22,800

Rio Linda / Elverta Community Water District is asking us to obtain an Experience statement with contact details as part of our "3 Day Documents".

Please provide:

- A. Project Name
- B. Subcontract Cost
- C. Construction time in months
- D. Owner's representative
- E. Owner's representative's telephone number
- F. Date of Substantial Completion

For all referenced projects.

The following attachment is due, 2:00 PM **Wednesday, January 15th, 2020.**

Please return the requested document to Anvil by **Tuesday evening at the latest** so that we can compile and turn them in before the deadline.

Please let me know if you have any questions.

Thank you,

Elizabeth Cardona | Estimating Administrator

ANVILBUILDERS

[1475 Donner Ave. | San Francisco, California 94124](#)

d.415.947.7263 | o. 415.285.5000

ecardona@anvilbuilders.com | www.anvilbuilders.com

Fox Electrical, Inc.

334 Green Valley Rd. El Dorado Hills, CA 95762
CA Contractors License #624364 Class C10
Phone 916-933-0459 Fax 916-933-0463
timjfox@sbcglobal.net
DIR #1000007491

For the last 30+ years, I have worked exclusively in the electrical installation and connection of water transmission methods, waste water treatment facilities, potable water treatment facilities, well pumping, booster pumping, motor control equipment, instrumentation, radio transmission systems, control buildings, area lighting, security wiring, water measuring sensors, components and analyzers. We have contracted with most of the water agencies, cities, and counties in the area, performing maintenance as well as new construction. Our electricians are state certified and have a minimum of 15 years with our company. Our shop is located at 334 Green Valley Road in El Dorado Hills. We have over 2,000 square feet of office and warehouse, and another 2,000 square feet of yard space. We have all tools, material, trucks, and equipment readily available to complete any electrical work necessary. Our CSLB # is 624364, and is valid through 12/31/2020.

References: Tesco Controls, Shain Thomas (916) 395-8800
Syblon Reid, Jim Hunt (916) 351-0457
Golden State Water Company, Tim Young (916) 825-7478
City of Folsom Sewer Dept., Greg (916) 496-6379
A-Team Engineering, Sharon (916) 457-8144
JJM Engineering, Jim Maneatis (916) 992-2840
EID, Patrick Wilson (530) 622-4513
Frisch Engineering, Tom Frisch (916) 353-1025

CERTIFICATION OF ELECTRICAL SUBCONTRACTOR'S EXPERIENCE

The Electrical Subcontractor shall have performed at least two (2) wastewater or water projects with electrical systems of similar or greater complexity in the last five (5) years of similar size that demonstrates the electrical subcontractor's experience and qualification to construct this project. The Electrical Subcontractor must also demonstrate the successful completion of at least two (2) projects with a dollar value of at least 65% of the value bid for this project or two (2) projects 65% of the equivalent escalated construction cost of this project within the last five years. These may be the same two projects listed as Project #1 and Project #2 provided that they satisfy this requirement, or the Electrical Subcontractor may list two additional projects that satisfy this requirement.

Failure to provide this information or failure of the Electrical Subcontractor to have the required experience shall render the Bid non-responsive and shall be basis for rejection of the bid.

Bidders are to complete this bid form and not attach their own form with similar information.

Project # 1 Name: RD - 1000
Owner: Reclamation District Sacramento
Electrical Subcontract Cost: \$ 180,000.00
Construction Time: 200 Calendar Days
Owner's Representative: Don
Owner's Representative Telephone No.: 916 997-1246
Date of Substantial Completion: 10/10/19
Project meets minimum dollar value requirement? (Yes/No) _____
(If "No", provide an additional project that meets the minimum dollar value requirement)

Project # 2 Name: Folsom WTP
Owner: City of Folsom
Electrical Subcontract Cost: \$ 100,000.00
Construction Time: 120 Calendar Days
Owner's Representative: Varjhn Fleishman
Owner's Representative Telephone No.: 916 355-7200
Date of Substantial Completion: 2/18
Project meets minimum dollar value requirement? (Yes/No) _____
(If "No", provide an additional project that meets the minimum dollar value requirement)

List up to two additional projects as required to meet all requirements stated above:

Project # 3 Name: Cannery Well

Owner: City of Davis

Electrical Subcontract Cost: \$ 267,000.00

Construction Time: 160 Calendar Days

Owner's Representative: Matt

Owner's Representative Telephone No.: 530-681-7912

Date of Substantial Completion: 6/16

Project # 4 Name: Walberga Pump Station

Owner: Cal American Water

Electrical Subcontract Cost: \$ 450,000.00

Construction Time: 240 Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: 888-237-1333

Date of Substantial Completion: 2015

END OF SECTION

Contractor/subcontractor declares the foregoing is true and correct.

Fox Electrical [Company/firm name]

Tim Fox [Authorized signature]

Tim Fox [Name]

1/9/20 [Date]

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

** END OF SECTION **

RIO LINDA/ELVERTA COMMUNITY WATER DISTRICT
WELL 16 PUMP STATION PROJECT

12/27/2019
CERTIFICATION OF QUALIFICATIONS
00 45 13-2

7. Time Allowed for Completion and Liquidated Damages

SECTION 01 00 00

TIME ALLOWED FOR COMPLETION AND LIQUIDATED DAMAGES

PART 1 – GENERAL

1.01 TIME ALLOWED FOR COMPLETION

Substantial completion and final completion shall be completed by the dates specified herein.

Contractual Completion Event	Date of Completion (Calendar Days)
Substantial Completion – Pipelines are completed pressure tested, disinfected and online.	October 1, 2020 (234 days from NTP)
Final Acceptance	November 1, 2020 (265 days from NTP)

The Notice to Proceed (NTP) shall be issued by the District once the contract is fully executed. The completion dates above are based on a Notice to Proceed date of **February 10th, 2020**.

The time allowed for Substantial Completion or Final Acceptance shall not be extended for delays that do not impact a critical path item of work.

Substantial Completion shall include all construction with the exception of final clean up and submittal of record drawings.

The time allowed for Substantial Completion and Final Acceptance shall include 30 weather delay days. Weather delay days in excess of 30 days may be added to the Contractor's date of completion for Substantial Completion and Final Acceptance.

1.02 LIQUIDATED DAMAGES

Contractor shall pay to the District liquidated damages in the amount of two thousand five hundred (\$2,500.00) per day for each calendar day after the date of Substantial Completion for which the contract is not substantially complete.

In addition to Paragraph A above, Contractor shall pay to the District liquidated damages in the amount of two thousand five hundred (\$2,500.00) per day for each calendar day after the date of Final Acceptance for which the contractor has not received Final Acceptance.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

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8. General Conditions

**Standard Construction Specifications
General Provisions**

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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 are as noted. 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
AB	Aggregate Base
AC	Asphalt Concrete
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards 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
BMP	Best Management Practice
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code
CFR	Code of Federal Regulations
CICP	Cost Incentive Change Proposal
CIH	Certified Industrial Hygienist
CIP	Cast-In-Place
CL	Centerline
CMU	Concrete Masonry Units
CPM	Critical Path Method
CRM	Crumb Rubber Modifier
CSI	Construction Specifications Institute
CY	Cubic Yard(s)
DBE	Disadvantaged Business Enterprise
DI	Drop Inlet
EA	Each
ESCP	Erosion and Sediment Control Program
EP	Edge of Pavement
F	Fahrenheit
FHWA	Federal Highway Administration

FS	Federal Specifications
ICC	International Code Council
Inv	Invert
ISA	International Society of Arboriculture
ITE	Institute of Transportation Engineers
LB	Pound
LF	Linear Feet
LS	Lump Sum
MUTCD	Manual on Uniform Traffic Control Devices – latest California version
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollution Discharge Elimination System
NPT	National Pipe Thread Taper
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCC	Portland Cement Concrete
PSI	Pounds Per Square Inch
PSIG	Pounds per square inch, gauge
QA	Quality Assurance
QC	Quality Control
RSP	Rock Slope Protection
RWQCB	Regional Water Quality Control Board
SD	Storm Drain
SDS	Safety Data Sheets
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
TIA	Time Impact Analysis
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 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ.	Typical
UL	Underwriters' Laboratories, Inc.
USBR	United States Bureau of Reclamation
WCLA	West Coast Lumbermen's Association
WIC	Woodwork Institute of California
WPCP	Water Pollution Control Program

1-3 DEFINITIONS

Agency -- Means the County of Sacramento, or another agency or district that may adopt these Specifications, acting through its authorized representatives.

Allowance -- An amount of money set aside under the Contract for a special purpose identified in the Contract. See Section 8-2.05, "Allowances."

Architect and/or Consulting 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 Consulting Engineer will only issue directions to the Contractor through the Agency. When the Specifications require that approval be obtained from the Architect or Consulting Engineer, the approval must be requested from and be given by the Agency.

Asphalt Concrete, or AC – Is the same as "Hot Mix Asphalt" or "HMA."

Asphalt Rubber Hot Mix or ARHM - Is the same as "Rubberized Hot Mix Asphalt" or "RHMA"

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

Bid -- When submitted on the prescribed bid proposal 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 proposal 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 sealed Bids, submitted by Bidders to perform the Work, are publicly opened and read.

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

Board of Directors -- The Board of Directors of the special district or agency named in the Notice to Contractors. Also referred to as "Board."

Calendar Day -- Every day shown on the calendar including weekends and legal holidays. When the s stated in Calendar Days, every day will be charged toward the Contract Time. See Section 7-17, "Inclement Weather and Contract Time," for the sole exception.

Contract -- The written Agreement signed by the Agency and the Contractor covering the Work. The Contract includes the Notice to Contractors, Bid Proposal, Plans, Specifications, Special Provisions, contract bonds, project-specific specifications or documents; and all Contract Change Orders or other written orders or directives of the Agency, and all other project-specific documents.

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. A single Contract Change Order may address one or more contract changes.

Contract Completion Date - Contract Time as adjusted by additional days granted for unavoidable delays.

Contract Documents – The documents that describe the Work to be performed, including these Standard Construction Specifications, the Special Provisions, the Contract Plans, all addenda, the Notice to Contractors, the Bid Proposal, all required bonds, all Contract Change Orders or other written orders or directives of the Agency, including, but not limited to, Field Instructions or other written directives, and written responses to Requests for Information, and all other project-specific documents. See Section 4-1, "Intent of Contract Documents," of these

Specifications.

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. Also referred to as Prime Contractor.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, milestones, or a group of times specific to portions of the Work, or a combination thereof.

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

Engineer -- The County Engineer of Sacramento County, or Agency Engineer of the district, or agency for which work will be done under these Specifications, 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.

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

Legal Holidays -- The following days are recognized as legal holidays by the Agency:

New Year’s Day	January First
Martin Luther King, Jr. Day	Third Monday in January
Lincoln’s Birthday	February Twelfth
Washington’s Birthday	Third Monday in February
Cesar Chavez Day	March Thirty First
Memorial Day	Last Monday in May
Independence Day	July Fourth
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans’ Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas	December Twenty-fifth

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. Also, Notice to Bidders, Invitation to Bid.

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.

Plans -- Plans, drawings, profiles, cross sections, details, working drawings, and supplemental drawings, approved by the Agency, which show the locations, character, dimensions, and details of the Work.

Project -- Means the Work.

Proposal – Means “Bid.”

Record Drawings -- Drawings prepared by the Contractor that document changes and additions to, or deductions from, the Plans, and that represent the Work as constructed. Final Record Drawings are the permanent record and are archived by the Agency.

See Section 11-3, “Record Drawings,” of these Specifications.

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, the total of the Schedule of Values must equal the full cost of the Work, including all labor, materials, 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 unique or specific 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.

State -- The State of California.

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

State Plans -- The version of the State of California Standard Plans issued by the California Department of Transportation in effect at the time of Notice to Contractors, unless noted otherwise.

Subcontractor -- A properly licensed party under contract 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. Includes all lower tiered Subcontractors.

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.

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, reasonably inferred, or fairly 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 Day -- Any day except: (a) Saturdays, Sundays, and legal holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least 5 hours per day due to inclement weather or conditions resulting immediately from the inclement weather. See Section 7-8.06, "Lane and Road Closures during November/December Holiday Season," of these Specifications regarding Contract Time during the November-December holiday season.

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.

Written Directive -- Directives from the Agency includes emails, letters, Field Instructions and RFI responses.

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SECTION 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID PROPOSAL

The Agency will furnish to each prospective Bidder a bid proposal, which, when properly completed and executed, is the Bidder's Bid for the Work. Bids must be submitted on the Agency-furnished bid proposal to be valid and accepted. Bids that are not submitted on the Agency-furnished bid proposal can be rejected. The completed bid proposal must be in English and legible and properly signed in longhand by the Bidder if the Bidder is an individual, or 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 must include the name of the state under the laws of which the corporation is chartered or organized.

The Bid must be made on the bid proposal 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 must bid a unit price as total compensation for completion of one unit of the work described under that item. Multiply the bid unit price by the Estimated Quantity included in the bid proposal form to derive a total bid price for each bid item. The total amount bid for a unit price contract must be entered on the space provided on the Bid proposal as a grand total of all individual items.

The Estimated Quantities included on the Bid proposal are approximate and are only included in the Bid proposal as a basis for comparison of Bids. The Agency does not represent or agree, expressly or by implication, that the actual amount of work will equal the 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. If the final quantity of an item of work required under the Contract varies from the Estimated Quantities by 25 percent or more, compensation can be adjusted in accordance with the State Specifications, except that markups are to be applied per Section 9-9, "Markups for Changed Work," 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, the Bidder must enter a single lump-sum price in the appropriate place on the Bid proposal. Items bid on a lump-sum basis must 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 reasonably and fairly implied.

2-1.03 Allowances

Where allowance items have been included on the Bid proposal by the Agency, the total amount entered on the Bid proposal must be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance is 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 that the Bidder has examined the job site and Bid documents and that the Bidder understands and accepts the nature and location of the Work, the general and local conditions to be encountered, conditions of the site, the character, quality and scope of the Work, the availability of labor, electric power, water, the character, quality, and quantity of surface and subsurface (as identified in the Bid documents or as are readily predictable by an observant person) materials or obstacles on the site, the quantity and

type of materials and equipment to be furnished, and all requirements of the Contract or other matters which can affect the Work or the cost. Failure of a Bidder to become acquainted with all of the available information concerning conditions does not relieve the Bidder of the responsibility for properly estimating the difficulties or cost of the Work.

Bid prices must 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 provided otherwise in the Contract. Bid prices must also include labor and material escalation and 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.

Each Bidder must include with the Bid a completed, signed, Non-Collusion Agreement in accordance with Section 7106 of the Public Contract Code. A sample of the required form is included in Appendix A of these Specifications.

If the estimated Contract amount is \$1,000,000.00 or more, the Bidder must include with the Bid a completed, signed Iran Contracting Act Disclosure Form in accordance with Sections 2202-2208 of the Public Contract Code. A sample of the required form is included in Appendix A of these Specifications.

The Bid and required documents must be submitted in a single envelope sealed with glue, tape, or in a similar manner so as to be closed against indiscriminate inspection of the contents. The envelope must be clearly and plainly marked, in English, with the project name, Contract number, and bid date, as indicated in the Notice to Bidders or addenda to the Notice to Bidders.

Bids submitted in envelopes that are not properly sealed or marked maybe rejected.

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

The Bidder must carefully examine the site of the proposed Work and the Plans, Specifications and Bid Documents and must be satisfied as to the character, quality, and quantity of the Work, including surface and subsurface materials or obstacles to be encountered. The submission of a Bid is 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 errors are found in the Plans and Specifications prior to the opening of Bids, an Addendum may be issued (see Section 2-9, "Addenda," in these Specifications). Otherwise, discrepancies or conflict between Plans and Specifications are governed by Section 4-1, "Intent of Contract Documents."

2-4 SUBSURFACE CONDITIONS

Investigations of subsurface conditions by the Agency are made for the purpose of design only. 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 unusual site conditions might not occur. Unusual site conditions are defined in Section 7104 of the Public Contract Code and Section 7-6, "Unusual Site Conditions," of these Specifications.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder must hold a valid Contractor License under the provisions of Chapter 9, Division 3, of the Business and Professions Code and be registered pursuant to Labor Code section 1725.5 as noted in the Notice to Bidders, "Contractor License Required." Unless specified otherwise in the Special Provisions, the Bidder must indicate the license number and class in the space provided on the Bid proposal.

Subcontractors engaged to perform portions of the Work must be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code and be registered pursuant to Labor Code section 1725.5 to do the type of work for which they are subcontracted. Subcontractor license numbers must be provided to the Agency as required by Section 2-8, "Subcontractors," of these Specifications.

Failure of the Bidder to obtain proper and adequate licensing prior to Bid opening may constitute a non-responsive bid. Pursuant to Public Contract Code Section 20103.5, projects that receive Federal funding may not be subject to this requirement..

2-6 COMPETENCY OF BIDDERS

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

If required by the Special Provisions, a statement of experience and business standing, together with that of all Subcontractors designated in the Bid, must be submitted on an Agency-provided form by the 3 apparent low Bidders within 3 Working Days of Bid opening.

To determine the experience of a Bidder, relevant evidence that the Bidder, or personnel, has satisfactorily performed on other contracts of similar nature and magnitude or difficulty will be considered.

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 Contractors State License Board. If a copy of the joint venture license is not filed with the Bid, award of the Contract might be delayed or the Bid may be rejected.

2-8 SUBCONTRACTORS

Unless noted otherwise in the Special Provisions, the Contractor agrees to perform with its own organization Contract work amounting to at least thirty percent (30%) of the total bid price excluding specialty items designated by the Agency on the Bid proposal. The total price bid includes the cost of material and manufactured products that are to be purchased or produced by the Contractor under the Contract provisions. Specialty items may be performed by subcontract, and the amount of any such specialty items performed may be deducted from the total bid price before computing the amount of work required to be performed by the contractor's own organization

"Its own organization" means only workers employed and paid directly by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Employees or equipment of a subcontractor, assignee, or agent of the prime contractor are not part of the Contractor's organization.

"Specialty Items" are limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and are limited to minor components of the overall contract.

Where an entire item is subcontracted, the value of work subcontracted is the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted is 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 must list in his or her Bid each Subcontractor that will perform work in an amount in excess of 1/2

of 1 percent of the total bid or, in the case of a Bid for the construction of streets or highways, including bridges, \$10,000, whichever is greater, and the name, address, contractor's state license board number and work portions to be performed by each Subcontractor listed. Show work portions by bid item number, description, and percentage of each bid item subcontracted.

If a Bidder fails to specify a Subcontractor for a portion of the Work or specifies more than one Subcontractor for the same work, the Bidder agrees that the Bidder is fully qualified to perform and will perform that portion of the Work. If, after the award of the Contract, the Contractor subcontracts a portion of the Work, except as provided in Section 4107 and Section 4109 of the Act, the Contractor may be subject to the penalties specified in Section 4110 of the Act, and the Agency may refer the violation to the Contractors State Licensing Board.

A listed Subcontractor must perform, with the Subcontractor's own organization and with workers under the Subcontractor's immediate supervision, work of a value of not less than 75 percent of the value of each item of work for which the Subcontractor is listed.

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

The apparent low Bidder must submit the license numbers of all Subcontractors to the Agency within 3 Working Days of Bid opening. If the low Bidder is not the apparent low Bidder, the low Bidder must submit the license numbers of all listed subcontractors to the Agency within 3 Working Days of the date notified.

The Contractor must 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 are to be provided to the Agency within 2 Working Days of a written request. Subcontracts do not release the Contractor from the Contract or relieve the Contractor of responsibility for the Subcontractor's work.

2-9 ADDENDA

The correction of material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract document, or an 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. Addenda become part of the Contract upon issuance. Interpretations or explanations not included in an addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder must comply with Public Contract Code Section 7103.5(b):

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment must be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

2-11 BID GUARANTEE

The Bid must be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidder's bond. The Bid Guarantee must be executed by an admitted surety insurer in favor of the Agency, the amount of which must be not less than 10 percent of the Base Bid amount, or other security acceptable to the Agency. Bids not accompanied by a Bid Guarantee will be rejected.

The Agency is authorized to forfeit sums of the Bid Guarantee as specified in Section 3-8 of these Specifications.

2-12 WITHDRAWAL OF BID

A Bid can be withdrawn prior to the hour for the submission of Bids in the Notice to Bidders by a written request of the Bidder filed with the Agency at the location where the Bid was submitted. The withdrawal of a Bid does not prejudice the right of a Bidder to file a new Bid in accordance with the Notice to Bidders.

2-13 PUBLIC OPENING OF BIDS

Bids will be publicly opened and read at the time and place indicated in the Notice to Bidders or 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. Bids containing omissions, erasures, alterations, conditions, or additions not called for can be rejected. The Agency reserves the right to waive irregularities in a Bid and to make an award in the best interest of the Agency

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 in Section 5103 that, if the Bidder claims a material mistake was made in its Bid, the Bidder must give the Agency written notice within 5 Working Days after the opening of the bids of the mistake, specifying in detail how the mistake occurred.

**SECTION 3 - AWARD AND EXECUTION OF CONTRACT
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SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1 TIME OF AWARD

If the Contract is awarded, the award is expected to be made within 30 Calendar Days after Bid Opening. Bids shall remain open for 90 Calendar Days after the opening of bids. 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.

3-2 CONSIDERATION OF BIDS

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

If the product of a unit price and an estimated quantity does not equal the amount bid, the unit price will govern and the correct product of the unit price and the estimated quantity will 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 govern and the correct total is the amount bid. If the Bid is missing a unit price, then it may be rejected as incomplete.

After the Agency has made corrections in mathematical errors, all Bids will be compared based on the bid form.

3-3 AWARD OF CONTRACT

If the Contract is awarded, the award 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.

Award will be based on the lowest total price for the sum of the base bid price plus the bid prices of 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.

3-3.01 Notice Of Intent To Award

After the Agency has fully reviewed the bid documents and identified the lowest responsive, responsible Bidder, the Agency will issue a Notice of Intent to Award to all bidders.

Protests must be filed in writing to the County of Sacramento, Department of General Services, Contract and Purchasing Division, 9660 Ecology Lane, Sacramento CA 95827, within five (5) Working days after the Agency issues the "Notice of Intent to Award". Protests received after the five (5) Working day deadline will not be considered by the Agency. A copy of the protest should be submitted (electronic or hard copy) to the Agency Contact designated in the Notice to Contractors on the same day.

3-4 PERFORMANCE AND PAYMENT BONDS

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

As part of the execution of the Contract, the successful Bidder must furnish Performance and Payment corporate surety bonds to the benefit of the Agency. Bonds must 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.

3-4.01 Performance Bond

The Performance Bond to guarantee the performance of all covenants and stipulations of the Contract must be on a form approved by the Agency and must be in a sum not less than 100 percent of the original Total Contract Price.

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 must be on the form provided by the Agency and must be in a sum not less than 100 percent of the original Total Contract Price.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company must 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 notify the surety company of changes does not 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, except those submitted by the three lowest responsive, responsible Bidders, will be returned to the Bidders within 10 Calendar Days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned, except as noted otherwise in Section 3-8, "Failure to Execute Contract", of these Specifications, within 10 Calendar Days after the successful Bidder has filed the specified bonds and proof of insurance 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 10 Calendar Days of the decision of the Board not to award the Contract.

3-7 EXECUTION OF CONTRACT

Upon approval from the Agency's governing Board to award the Contract to the lowest responsive responsible bidder, the Contract must be signed by the successful Bidder and returned to the Agency, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 Calendar Days of the Bidder's receipt of the documents. Receipt by the Agency of the signed documents from the Contractor constitutes "execution" of the Contract. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by Section 3-9, "Insurance", of these Specifications. After signing by the

Agency, one copy of the signed 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 the required bonds and insurance certificates within 10 Calendar 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 up to the full amount. 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 lowest responsive, responsible Bidder's Bid Guarantee will be applied by the Agency to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder.

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 stated, the second lowest responsive, responsible Bidder's Bid Guarantee will 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.

Additionally, any forfeited Bid Guarantee amounts will be applied as reimbursement for costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee is not 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 the Bid Guarantee.

3-9 INSURANCE

The Contractor must procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, the following minimum required insurance policies and limits which are intended for the protection of the Agency and the public. Contractor's obligations for loss or damage arising out of Contractor's work are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, Agency does not assert that the required minimum insurance is adequate to protect the Contractor. Contractor is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Section.

The Agency reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the Work.

Where a specific ISO form is referenced in these Specifications or the Contractor utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, Contractor must use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

3-9.01 General Liability

Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage must be at least as broad as "Insurance Services Office

(ISO) Commercial General Liability Coverage Form CG 0001” (Occurrence Form) or a form as broad in scope and coverage. The limits of liability must be not less than:

Each Occurrence	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury	Two Million Dollars (\$2,000,000)
Products and Completed Operations Aggregate	Two Million Dollars (\$2,000,000)
General Aggregate	Two Million Dollars (\$2,000,000)

The Contractor’s Commercial General Liability policy must contain the following provisions:

The Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, “Additional Insureds”) must be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of the Contractor, or the acts or omissions of those acting on behalf of the Contractor; or premises owned, occupied or used by the Contractor in conjunction with the Work. The required additional insured status of Agency may be satisfied by the following:

A. Use of ISO Form CG 2010 11 85, if commercially available, – Additional Insured – Owners, Lessees, Or Contractors – Scheduled Person or Organization (or a form or policy language as broad in scope and coverage);

Or

B. Use of ISO Form CG 2038 04 13 – Additional Insured – Owners, Lessees, Or Contractors – Automatic Status for Other Parties When Required in Written Construction Agreement (or a form or policy language as broad in scope and coverage);

Or

C. Use of ISO Form CG 2033 04 13 – Additional Insured – Owners, Lessees, Or Contractors – Automatic Status When Required in Construction Agreement with You (or a form or policy language as broad in scope and coverage);

Or

D. Use of CG 20 10 (all editions other than 11 85) – Additional Insured – Owners, Lessees, Or Contractors – Scheduled Person or Organization

3-9.01.A Additional Insured – Completed Operations

Any issuance of an additional insured form other than ISO Form CG 2010 11 85 (which automatically includes Completed Operations for Additional Insureds) must also require issuance of an endorsement to add Completed Operations for the Agency as an additional insured. Contractor may utilize ISO Form CG 20 37 04 13 – Additional Insured – Owners, Lessees, Or Contractors – Completed Operations (or a form or policy language as broad in scope and coverage).

3-9.01.B Additional Insured – Protocols

Any issuance of CG 20 10 (any edition) or a comparable form must utilize the following protocol:

Scheduled Name must be: All entities or persons as required by contract

Scheduled Locations must be: All locations as required by contract

And

Any issuance of CG 20 37 04 13 or a comparable form must utilize the following protocol:

Scheduled Name must be: All entities or persons as required by contract

Scheduled Locations must be: All locations as required by contract.

3-9.01.C General Aggregate Limits

The Contractor's Commercial General Liability insurance policy must include an endorsement or policy language stating that any General Aggregate limits must apply separately to the Work using ISO CG 25 03 05 09 (or a form or policy language as broad in scope and coverage).

3-9.01.D Waiver of Subrogation

The Contractor's Commercial General Liability policy must include a waiver of subrogation in favor of the Additional Insureds. Such waiver of subrogation must be on ISO Form CG 24 04 10 93 – Waiver of Transfer of Rights of Recovery Against Others to Us (or a form or policy language as broad in scope and coverage).

3-9.01.E Primary Insurance

The Contractor's Commercial General Liability policy must contain an endorsement using ISO Form CG 20 01 04 14 (or a form or policy language as broad in scope and coverage) that for any claims related to this Contract, the Contractor's insurance coverage must be primary insurance as respects the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (Additional Insureds). Any insurance or self-insurance maintained by the Additional Insureds must be excess of the Contractor's insurance, whether the Contractor's insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and must not contribute with it.

3-9.01.F Separation of Insured

The Contractor's Commercial General Liability policy must 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.

3-9.01.G Insurance Proceeds

If the Contractor maintains higher limits than the minimums shown above, whether on a primary or excess basis, the Agency requires and must be entitled to coverage with the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to the Agency.

3-9.01.H Extension of Completed Operations

Contractor must maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after Final Acceptance of the Work. Contractor must furnish the Agency with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this contract; or a combination thereof, for the required two (2) years.

3-9.01.I Contractual Limitations

Contractor is expressly prohibited from using either ISO or manuscript endorsements that

are intended to remove or restrict contractual coverage for an Additional Insured, or an indemnitee in a hold harmless agreement, under the Contractor’s Commercial General Liability policy. Such endorsements include, but are not limited to, ISO CG 21 39 10 93 and CG 24 26 04 13; or later approved State editions or revisions.

3-9.01.J Additional Insured Requirements for Sub-Contractors

Contractor must require each of its subcontractors, at every tier, to include the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers as Additional Insureds. Where commercially available, Contractor must require its subcontractors to use ISO Form CG 20 38 04 13 – Additional Insured – Owners, Lessees, Or Contractors – Automatic Status for Other Parties When Required in Written Construction Agreement (or a form or policy language as broad in scope and coverage). If not commercially available, any other additional insured form or policy language may be used by subcontractors, subject to Contractor’s approval.

Contractor must also require each of its subcontractors, at every tier, to include the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers as Additional Insureds for Completed Operations utilizing an ISO form, if commercially available, or other form or policy language as broad in scope and coverage.

It is the express duty of the Contractor that it verify that its subcontractors, at every tier, have endorsed their respective Commercial General Liability policies to comply with this section to include the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers as Additional Insureds, including Completed Operations, and in compliance with the protocols as required herein.

Failure of the Contractor to obtain additional insured status for the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers by its subcontractors, at every tier, must be considered a material breach of the Contract.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage must be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and approved by the Agency in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos must apply.

The Contractor’s Commercial Automobile Liability policy must include the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers as indemnitees and additional (designated) insureds as required by contract.

The minimum limits of liability must not be less than:

Corporate/business owned:	
Vehicle Type and Weight	Minimum Limits
Private passenger	\$1,000,000 Combined Single Limit
Light or medium rated trucks	\$1,000,000 Combined Single Limit
Heavy, extra-heavy or tractor trailer	\$2,000,000 Combined Single Limit*

*Note: Commercial Auto Policies do not allow application of limits by vehicle. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles on the Work, then the minimum \$2,000,000 must be required regardless of the number or mix of vehicles. A Commercial

Auto Policy with \$1,000,000 Combined Single Limit and an Excess or Umbrella Policy with not less than \$1,000,000 Each Occurrence will satisfy the \$2,000,000 requirement.

If there are no corporate/business owned vehicles, then personal automobile insurance requirements apply to any individually owned personal vehicles used by the Contractor on the Project.

The limits of liability must not be less than:

Individually owned vehicles: \$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

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 minimum limits of Employers' Liability are:

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 must be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event the Contractor is self-insured, the Contractor must furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

3-9.04 Excess or Umbrella Liability

The contractor is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

The Agency, as an Additional Insured, requires and must be entitled to coverage for the higher limits maintained by the Contractor on any Excess or Umbrella policy. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages must be available to the Agency before the Agency's available self-insurance, primary insurance or excess insurance must be called upon to protect the Agency.

3-9.05 Contractor's Equipment

The Contractor, and each of its Subcontractors, must separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies, and including every Subcontractor at every tier, must include, or be endorsed to include, a waiver of subrogation for the benefit of the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers which might arise by reason of damage to the Contractor's or Subcontractor's property or equipment (owned, leased, hired or borrowed) in connection with work performed under this Contract by the Contractor or any Subcontractor at any tier.

3-9.06 Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor must 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, and other related coverages with limits of liability as set forth in the Special Provisions.

3-9.07 Builder's Risk Insurance

When stated as a requirement in the Special Provisions, Agency must 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 Agency's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Work, which must include the cost of materials and the cost of labor to install materials. The Contractor and sub-contractors must be included under the Agency's Builder's Risk insurance and listed on a certificate of insurance as additional insureds. The Agency's Builder's Risk insurance must contain a waiver of subrogation in favor of the Contractor and all subcontractors on the project.

1. The Agency's Builder's Risk insurance must cover the project for loss or damage due to all risks of physical damage or loss, land movement and flood.
2. The Contractor must be responsible for the first \$25,000, per occurrence, of any loss caused by all risks of physical damage or loss and flood. The Contractor shall not be responsible for the deductible if the loss is caused by land movement.

When stated as a requirement in the Special Provisions, the Contractor must 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 and other related coverages as set forth in the Special Provisions.

3-9.08 Contractor's Pollution Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor must procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Contractor's Pollution Liability (CPL) insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site. The CPL must provide coverage for:

1. Insuring all of the services the Contractor provides in the normal course of operations under the Contract. Partial operations coverage is unacceptable.
2. Bodily injury, sickness, disease, sustained by any person, including death.
3. Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages.
4. Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
5. Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or agreement.
6. The full scope of the Contractor's operations as described within the scope of the Work.
7. The policy must provide coverage for third-party claims arising from owned and non-owned disposal sites utilized in the performance of this contract.
8. This coverage can be provided on either claims made or occurrence based policy form.
9. The policy must insure contractual liability, be Primary and Non Contributory and name Agency as an Additional Insured.

Contractor or its subcontractors, if involved with the removal of asbestos or lead, the removal/replacement of underground tanks, or use of toxic chemicals and substances, must purchase and thereafter maintain CPL insurance in the amount of not less than five million dollars (\$5,000,000) per claim (or pollution incident) and five million (\$5,000,000) aggregate.

If CPL coverage is written on a claims-made form, the following provisions apply:

1. The "Retro Date" must be shown, and must be on or before the date of the Contract or the beginning of the Work.
2. Contractor must maintain the required CPL policy at not less than the required minimum limits, for not less than one (1) year after Final Acceptance of the Work.
3. 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 Final Acceptance of the Work.

3-9.09 Other Provisions

1. Contractor must maintain all insurance coverages and limits in place at all times and provide the Agency with evidence of each policy's renewal within ten (10) Calendar Days after its anniversary date. Contractor is required by this Agreement to immediately notify Agency if it receives a communication from its insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed. Contractor must provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. If commercially available, each insurance policy must state that coverage must not be cancelled by the Contractor or its insurer, reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice to the Agency prior to such change. Ten (10) Calendar Days prior written notice must be given to the Agency in the event of cancellation due to nonpayment of premium.
2. Failure to maintain required insurance in force must be considered a material breach of the Agreement.
3. All of the Contractor's insurance coverage, except as noted below, must be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer must be disclosed and must require Agency approval in writing, which approval must not be unreasonably withheld.

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.
4. The Contractor must 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 must constitute signing and filing of the said certification.

5. 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) Calendar Days written notice to the Contractor. Contractor must 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) Calendar Days of receipt of the Agency’s request. Agency’s requirements must be reasonable but must be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by Contractor that Agency’s insurance changes result in higher costs will be subject to review and approval by Agency, whose approval will not be unreasonably withheld.
6. All required insurance coverage herein must be subject to the approval of the Agency, but any acceptance of insurance certificates and endorsements by the Agency must in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.
7. 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 must be deducted and retained from any sums due the Contractor under the Contract. Failure of the Agency to obtain such insurance must 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 must be considered a material breach of the Contract.
8. The making of progress payments to the Contractor must not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the Agency.
9. 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.
10. Contractor is responsible for the acts and omissions of all its subcontractors, at every tier, and must require all its subcontractors to maintain adequate levels of insurance, including required endorsements and policy coverages, as stated herein.
11. The failure of the Agency to enforce in a timely manner any of the provisions of this Section must not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.10 Deductibles and Self-Insured Retention

Any deductible or self-insured retention that applies to Commercial General Liability or Automobile Liability must be declared to the Agency. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by Agency in writing. Contractor has the option to provide by separate letter the amount of its General Liability, Automobile Liability, and, if applicable, CPL deductible or self-insured retention to Agency’s Risk Management Office for Agency’s confidential review and acceptance prior to the execution of this Agreement. Agency reserves the right to require Contractor to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions must be borne solely by the Contractor, and the Agency must not be responsible to pay any deductible or self-insured retention, in whole or in part.

3-9.11 Verification of Coverage

Contractor must furnish the Agency with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by these Specifications; or a combination thereof. Agency reserves the right to require that Contractor also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required hereunder. Agency also reserves the right to require that Contractor, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required hereunder. All required verifications of coverage are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning must not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete copies of all required insurance policies, including endorsements, required by these Specifications, at any time. If the Contractor utilizes proprietary coverage forms or endorsements, the Contractor has the option of having its broker provide explanatory memoranda confirming coverage and limits as required hereunder.

The Agency may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Agency, the interest of the Agency and the public is adequately protected.

3-9.12 Notification of Claim or Lawsuit

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor that arises out of or is in any way connected to the Contractor's performance under the Contract, and in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the Agency, the Contractor must give prompt and timely (within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit) written notice thereof to Agency.

3-10 ESCROW BID DOCUMENTS

If noted in the Special Provisions, the three low bidders must submit one copy of all documentary information generated in preparation of bid prices for this project. This material is hereinafter referred to as Escrow Bid Documents (EBDs).

The successful Bidder agrees, as a condition of award of the Contract, that the EBDs constitute the only complete documentary information used in preparation of his bid. No other bid preparation information will be considered in resolving disputes.

Nothing in the EBDs changes or modifies the terms or conditions of the Contract.

3-10.01 Ownership

The EBDs are and will always remain the property of the Contractor subject only to joint review by the Agency and the Contractor, except as provided for herein.

The Agency stipulates and expressly acknowledges that the EBDs, as defined herein, constitute trade secrets. This acknowledgment is based on the Agency's express understanding that the information contained in the EBDs is not known outside the Contractor's business, is known only to a limited extent and only by a limited number of employees of the Contractor, is safeguarded while in the Contractor's possession, and is extremely valuable to competitors by virtue of it reflecting the Contractor's contemplated techniques of construction.

The Agency acknowledges that EBDs and the information contained therein are made available to the Agency only because the action is an express prerequisite to award of the Contract. The Agency acknowledges that the EBDs include a compilation of information used in the Contractor's business, intended to give the Contractor an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The

Agency agrees to safeguard the EBDs and all information contained therein to the fullest extent permitted by law.

3-10.02 Purpose

EBDs will be used to assist in the negotiation of price adjustments and variations and in the settlement of disputes, claims and other controversies. They will not be used for pre-award evaluation of the Contractor's anticipated methods of construction or to assess the Contractor's qualifications for performing the Work.

3-10.03 Format and Contents

EBDs may be submitted in the Bidder's usual cost estimating format. It is not intended that extra work be required in preparing the bid, but the EBDs must be adequate to enable complete and proper understanding and proper interpretation for their intended use. The EBDs must be in the English language only.

The EBDs must clearly itemize the estimated costs of performing the work of each item contained in the Bid Schedule. Items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The EBDs must include all quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotations from sub-Contractors and suppliers, and memoranda, narratives, consultants reports, add/deduct sheets and all other information used by the Contractor to arrive at the prices contained in the bid. Estimated costs must be broken down into the Contractor's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent material and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of plant and equipment, indirect costs, contingencies, mark-up and other items to each bid item must be clearly indicated.

The EBDs must clearly show in calculations, text, or both, the relationship between baseline indications presented in the Contract Documents and assumptions that form the basis for the Contractor's means, methods, equipment selection, rates of production, and costs.

All costs must be identified. For bid items with an extended amount less than \$10,000 estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included and indirect costs, contingencies, and mark-up, as applicable, are allocated.

Bid Documents provided by Agency should not be included in the EBDs unless needed to comply with the above requirements.

3-10.04 Submittal

The three lowest Bidders must submit the EBDs in a sealed container (e.g., sealed envelope, box or carton sealed with tape, locked strongbox, etc.), and the container must be clearly marked on the outside with the Bidder's name, date of submittal, project name, Contract No., and the words "Escrow Bid Documents". The EBDs must be submitted by 4:00PM on the first Monday following the Bid Opening to:

Sacramento County Department of General Services
Contract and Purchasing Services Division
9660 Ecology Lane
Sacramento, CA 95827

The EBDs must be accompanied by the "Bid Documentation Certification", signed by an individual authorized by the bidder to execute the bid, stating that the material in the Escrow Bid Documentation constitutes all the documentary information used in the preparation of the bid

and that he or she has personally examined the contents of the EBDs container and has found that the documents in the container are complete.

"Escrow Bid Document Certification"

The undersigned hereby certifies that the bid documentation contained herein constitutes all the information used in preparation of the bid and that I have personally examined these contents and have found that this bid documentation is complete.

Signature:

Print Name:

Title:

Firm:

Date:

Prior to award of the contract, the EBDs will be examined, organized and inventoried by representatives of the Agency, together with members of the Contractor's staff who are knowledgeable in how the bid was prepared. This examination is to ensure that the EBDs are authentic, legible, and complete. It will not include review of and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the contract documents. Examination will not alter any condition(s) or term(s) of the Contract.

If all documentation required in the "Format and Contents" has not been included in the original submittal, additional documentation must be submitted, at the Agency's discretion, prior to award of the Contract. The detailed breakdown of estimated costs must be reconciled and revised, if appropriate, by agreement between the Contractor and Agency before making the award.

Timely submission of the complete EBDs is an essential element of the low Bidder's responsibility and a prerequisite to Contract award. Failure to submit EBDs within the specified time frame may render the bid non-responsive.

If the Bidder's bid is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total contract price proposed by the bidder must provide separate EBDs to be included with those of the bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful bidder. Failure to submit EBDs within the specified time frame may render the bid non-responsive.

If the Contractor subcontracts any portion of the Work after award, the Agency retains the right to require the Contractor to submit EBDs from the Subcontractor before the subcontract is approved. This Section is not intended to and must not be interpreted as a waiver by the Agency of any of the requirements or provisions of Public Contract Code Section 4100 et seq. known as the Subletting and Subcontracting Fair Practices Act.

3-10.05 Storage

The EBDs will be stored by the Contract and Purchasing Services Division, Sacramento County Department of General Services, unless the Contractor requests, in writing, that the

EBDs be placed in escrow with a mutually agreeable third-party escrow agent. The cost of storage by a third-party escrow agent will be borne by Contractor.

3-10.06 Examination

The EBDs can be examined by both Agency and the Contractor, at any time deemed necessary by either Agency or the Contractor, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.

Examination of the EBDs is subject to the following conditions:

As trade secrets, the EBDs are proprietary and confidential as described above.

Agency and Contractor will each designate, in writing to the other party a minimum of ten Calendar Days prior to examination, representatives who are authorized to examine the EBDs. No other persons will have access to the EBDs.

Access to the EBDs will take place only in the presence of duly designated representatives of both Agency and the Contractor.

3-10.07 Final Disposition

The EBDs will be returned to the Contractor when the Contract has been completed and final settlement has been achieved.

The EBDs submitted by unsuccessful bidders will be returned unopened, unless opened as provided for above, following execution of the Contract.

This Specification is not intended to create confidential status to EBDs in the event of litigation between Contractor and Agency. If litigation occurs, all EBDs are subject to discovery and are not considered confidential. If litigation commences between Agency and Contractor, upon ten Calendar Days written notice to contractor, Agency may demand and Contractor must permit Agency to copy all materials submitted into escrow pursuant to this Specification.

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SECTION 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work must 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 are explanatory and complementary and require complete work ready for use and occupancy or operation in satisfactory working conditions with respect to the functional purposes of the installation.

The Contractor must do all of the work and furnish all labor, materials, tools, equipment, and appliances, necessary or proper, for performing and completing the Work, including Change Order and disputed work directed by the Agency in conformity with the true meaning and intent of the Contract, except as otherwise expressly stipulated.

Work shown on the Plans, the dimensions of which are not figured, must be accurately followed to the scale to which the drawings are made; however, figured dimensions must be followed, even if they differ from scaled measurements. Full-size drawings must 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 a choice, the Contractor must 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 by, and in strict conformity to, the Contract. When portions of the Work are described in general terms but not in complete detail, the Contractor must employ the best general practice and incorporate the best quality materials and workmanship in the Work.

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

If, during the course of the Work, the Contractor discovers discrepancies, errors, or omissions between the Contract drawings and conditions in the field, or errors or omissions in the Contract drawings, the Specifications, or in the layout given by stakes, points, or instructions, the Contractor must inform the Agency immediately, and the Agency will promptly verify the same. Work done after discovery, until authorized by the Agency, is 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 will be 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 must retain an approved set of Contract documents on the job during the progress of the Work. This set must be used by the Contractor as the Record Drawings described in Section 11-3, "Record Drawings," of these Specifications.

4-3 CONFORMANCE WITH CODES AND STANDARDS

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

- California Code of Regulations Title 8 Industrial Relations
- California Code of Regulations Title 24 California Building Standards Code
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work that does not comply with these requirements. When the work detailed in the Plans and Specifications differs from governing codes, the Contractor must 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 may be compensated for the Contractor's additional costs by Contract Change Order per Section 9, "Changes and Claims," of these Specifications.

4-4 SUPPLEMENTAL DRAWINGS

The Agency may issue Supplemental Drawings to clarify or define in greater detail the intent of the Contract, which may include minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings are 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 must comply with the Field Instruction or other written directive. A Field Instruction or other written directive can 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 will be in accordance with the Contract and 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 must be incorporated into the Record Drawings.

If the Contractor neglects to comply with, or make progress in, the execution of a Field Instruction or other written directive, the Agency may employ a person or persons to perform the work, and the Contractor must not interfere with the person or persons so employed.

Field Instructions and other written directives that alter the Contract will be grouped to form a Contract Change Order per Section 9, "Changes and Claims," of these Specifications.

4-6 DOCUMENT PRECEDENCE

The component Contract documents are intended to provide explanation for each other. 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. Field Instructions or other written directives
2. Special Provisions and Project-specific Specifications (Special Provisions)
3. Project Plans
4. County Standard Drawings
5. County Standard Specifications
6. State Standard Plans
7. State Standard Specifications

Work for which there are no provisions in these Specifications, the Special or Technical Provisions, or on the Contract drawings, must be performed in accordance with the State Standard Specifications and Standard Plans.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

The Contractor must 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 must be submitted to the Agency sufficiently in advance of the work to permit time for investigation and preparation of a response. Work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk. Contract time extensions will not be granted due to the Contractor's failure to submit an RFI sufficiently in advance of the work to permit a response by the Agency in accordance with Section 4-7.03, "Response," of these Specifications.

RFI's may not be used for submittals or for substitution of material or equipment or for waiving of requirements.

4-7.02 Procedure

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

The RFI must clearly describe and specifically state what is being requested. Relevant portions of the Contract must be cited, marked-up, and attached.

The Contractor must 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.

The Contractor should include a recommendation or proposed solution when appropriate or expedient.

4-7.03 Response

Unless noted otherwise in the Special Provisions, the Agency will provide a written response within 15 Working Days of receipt of an RFI. The Contractor must comply with the written response in accordance with Section 4-5, "Field Instruction or Other Written Directives," of these Specifications.

If more than 5 RFI's are pending at the same time, the Contractor must indicate a priority for responses to RFI's. 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 must be identified with the same RFI number and a letter designation. Resubmittals must clearly state the reason for the resubmittal. The Agency will respond to each resubmittal within 15 Working Days of receipt of the resubmitted RFI.

Responses to RFI's must 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 any item, or a portion of any item, of work from the Work. The Contractor will be paid for all work done toward the completion of the item prior to the deletion, per 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 will not receive compensation for profits, for loss of profit, for damages, or for extra payment because of deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract, but necessary for the proper completion of the Project, may be classed as extra work and must be performed by the Contractor when directed in writing by the Agency. Extra work must 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 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 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 or operation a completed or partially completed portion of the Work. Taking possession of a portion of the Work is not acceptance of other completed portions of the Work, or work not completed in accordance with the Contract.

4-11 LANDS AND RIGHTS-OF-WAY

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

The Contractor must provide, at the Contractor's own expense, additional land and access that is required for temporary construction facilities or storage of materials. The Contractor must obtain all required permissions for use of private property prior to taking possession or use. The permission must be obtained in writing and a copy forwarded to the Agency at least 14 Calendar Days prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless specified otherwise in the Special Provisions, the Performance Bond furnished by the Contractor must define the terms and time period of the Warranty of the Contractor's work. If no time period is specified in the Bond, the time period will be one year after field acceptance of Work (see Section 7-21.02, "Field Acceptance," of these Specifications).

If required by the Special Provisions, the Contractor must 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 is a result of 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 must promptly make the needed repairs at the Contractor's expense.

If the Contractor fails to undertake, with due diligence, the needed repairs within 10 Calendar Days after the Contractor is given written notice, and without notice to the surety, the Agency may make the repairs. 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 must pay the entire cost.

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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 agree to make good faith attempts to resolve disputes that arise during the performance of the Work.

An 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 written request. The request must 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 must comply with all written and verbal instructions delivered to the Contractor or the Contractor's authorized representative by the Agency. See Sections 4-5, "Field Instructions or Other Written Directives," and 5-1, "Authority of Agency."

5-3 SUGGESTIONS TO CONTRACTOR

A 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, is 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 must afford other contractors reasonable opportunity to deliver and store their materials and execute their work, and must properly connect and coordinate their work with the other contractors.

If any part of the Contractor's work depends upon the work of another contractor for proper execution or results, the Contractor must inspect and promptly report to the Agency defects in the work that render it unsuitable for proper execution and results. The Contractor's failure to inspect and promptly report defects constitutes 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 ENTITIES

The Agency, utilities, adjacent property owners, and/or other entities may perform work adjacent to or within the Work area concurrent with the Contractor's operations. The Contractor must coordinate with and conduct operations to minimize interference with the work of other forces or contractors.

Disputes or conflicts between the Contractor and other forces or contractors retained by the Agency that create delays or hindrance to each other must be referred to the Agency. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor,

the Contractor has 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 a person employed by the Contractor or any Subcontractor fails or refuses 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 must, if requested by the Agency, immediately remove them from the Work and must not employ them on the Work except with written consent of the Agency.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor must provide adequate and suitable equipment, labor, and means of construction to meet 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 parts of the Work.

The Agency may permit the use of new or improved equipment. If permission is granted, it is granted to test the quality and continuous attainment of work produced by the equipment, and the Agency has the right to withdraw permission if it determines that the equipment is not producing work that is equal to that specified or will not complete the Work in the time specified in the Contract.

If 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 a piece or pieces of equipment, the Contractor must promptly remove the 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 must furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions required by the Contract, and any other information necessary to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract.

Unless noted otherwise in the Special Provisions or elsewhere in these Specifications, submittals must be submitted in a timely manner that allows for adequate review time.

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

Unless otherwise noted in the Special Provisions or agreed to by the Agency, the Contractor must furnish 6 copies of all submittals, 2 of which will be returned after review. The Contractor may request, or the Agency may direct, that submittals be made electronically. Submittals must be accompanied by a submittal transmittal form containing, at a minimum, the following information:

1. Contract Number
2. Submittal Number
3. Specification Reference
4. Name of Submittal (e.g. "Landscaping")

5. List of all items included in the submittal and a description of each item

If noted in the Special Provisions or directed by the Agency, the Contractor must transmit all submittals, and any other documents specified, using an electronic system designated by the Agency. Such a system may employ web-based software and/or require the Contractor to use specific database applications.

If an item of work is required to be installed in accordance with the manufacturer's recommendations, the Contractor must furnish 6 complete sets of the manufacturer's installation recommendations to the Agency at least 14 Calendar Days prior to starting the installation. These submittals will be retained by the Agency, and must consist of hard copies, digital, or electronic versions, as directed by the Agency.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor must, by a statement in writing accompanying the information, advise the Agency of the deviation and state the reasons. If the Contractor fails to provide a statement clearly identifying deviations from the Contract, the Agency may void the entire submittal, and the cost of any action taken by the Agency as a result of the Contractor failing to clearly identify and justify deviations will be borne by the Contractor.

It is the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the Agency if the Contractor's submittal may concern work by another contractor or the Agency. The Contractor is solely responsible for coordination of submittals among all crafts and subcontractors performing the Work. The Contractor must verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Depending on the complexity of the submittal, the number of submittals in review, and the express needs of the Contractor, the submittal will be returned to the Contractor within 20 Working Days, excluding time awaiting clarification or further information.

Agency approval of the Contractor's submittals does not relieve the Contractor of responsibility for errors or obligation for accuracy of dimensions and details, agreement with and conformity to the Contract, or completing the Contract as prescribed, nor will approval be considered approval of a deviation or conflict unless the Agency has been expressly advised of, and has expressly approved, the deviation or conflict.

The Contractor must not make changes to a submittal after it has been approved, and the equipment or materials must not deviate except with written approval by the Agency. Fabrication or other work performed in advance of approval, unless directed by the Agency in writing, is 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 Special Provisions. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals must address all comments from the Agency. The Agency will return the reviewed resubmittal to the Contractor within 15 Working Days. 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 deducted from progress payments.

5-8.03 NOT USED

5-8.04 Submittals Containing Proprietary Information

All required information must be provided even though some or all of it may be considered proprietary. If any of the information is considered proprietary, a Proprietary Information Agreement must be executed between the Agency and the Contractor, stipulating that the information will be supplied by the Contractor and kept confidential by the Agency. Proprietary data must be identified as part of the Contractor's Bid, and the proprietary agreement must be

executed before award of the Contract. Proprietary information is defined as 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 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, is not proprietary.

All submitted proprietary information must describe the final record Work. No part of the Work covered by the proprietary agreement can be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the Agency. Updated proprietary information must fully document all modifications to be implemented. Proprietary data must be marked "PROPRIETARY" by the Contractor. No more than 70 percent of all electronic/electrical work will be paid for until all proprietary information has been submitted and approved.

5-8.05 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings must 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 must clearly show, locate, and identify all components and wiring. Each circuit board component must be identified by the component's original manufacturer name and part number. Industry standard part numbers must be used. Component values, voltage/current levels, setpoints, and timing values must be defined. Drawings must 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 must be provided for 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 must be provided.

5-8.06 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations, the Contractor must furnish, unless otherwise provided for in the Special Provisions, 1 original and 5 copies, bound and indexed, of maintenance and operation information, including 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 30 percent of the Total Contract Price until M&O submittals have been submitted and approved. Documentation must be provided in hard copy form and, where available, in electronic format such as Word, Excel, AutoCAD R14 (min.) or *.pdf. The submittal must include at a minimum:

1. Drawings
2. As-Builts
 - a. Electrical
 - b. Mechanical
 - c. Site
3. Detail drawings of structures on the site
4. Dimensions
5. Site Layout
6. Underground lines including:
 - a. Existing underground lines (plumbing, electrical, gas, etc.)
 - b. Incoming and outgoing underground lines (plumbing, electrical, gas, etc.)

- c. Pre-existing underground lines (plumbing, electrical, gas, etc.)
- d. Underground Conduit (Electrical Wiring, Rigid, PVC)
- 7. Wiring Diagrams for equipment located on-site (Generator, RTU, Hoist, etc.)
- 8. Wiring Diagrams for structures
- 9. Wiring Diagrams of systems
- 10. Parts List
- 11. Illustrations
- 12. Internal wiring diagrams and circuit board schematics and layout drawings
- 13. Manufacturer's recommended spare parts lists
- 14. Name, address, and phone number of nearest parts and service agency
- 15. Systems balance data
- 16. Maintenance and service instructions
- 17. Operations instructions
- 18. Software including annotated source lists and programs
- 19. Calibration Instructions
- 20. Calibration Reports
- 21. Diagnostic Manuals

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

The Agency must receive complete maintenance and operating instructions for all items included above prior to field acceptance of the Work.

5-9 SURVEYS

5-9.01 Agency-Furnished Surveys

Unless otherwise noted in the Project Specifications or Special Provisions, construction stakes or marks will be set by the Agency. The Resident Engineer in consultation with the Project Surveyor will determine necessary lines and grades required for the completion of the work specified in these specifications, on the plans, and in the Special Provisions. From Agency-furnished line and grade stakes, the Contractor must lay out the Work and set working stakes as required for completion of the Work. The Contractor is responsible for the accuracy of the Contractor's own layout work.

The Contractor must notify the Agency in writing at least 2 Working Days in advance of starting operations that require stakes or marks. Staking requests must take into consideration the level of effort required to provide the controlling stakes and priorities established as necessary. Advance notice must provide sufficient time to complete at least the first priority requested. Unless authorized by the Agency, work done without line and grade is at the Contractor's risk.

The Contractor is responsible for carefully preserving Agency-provided construction stakes and marks. If the stakes or marks are destroyed, damaged, or rendered unusable, whether or not the Contractor is directly responsible for the damage or destruction, they will be re-set at the Agency's earliest convenience. Additionally, the Contractor is responsible for the cost of replacement or restoration of stakes and marks that, in the judgment of the Agency, were carelessly or willfully destroyed, damaged, or rendered unusable by the Contractor's operations.

The Agency will typically provide the following stakes:

1. Clearing Stakes - The stakes will be spaced so the contractor can see from one stake to another stake but not less than 100 feet apart.

2. Rough Grade Stakes - One line of stakes spaced every 50 feet on each side of construction to control cut/fill slopes in areas of heavier grading, large channels, or embankments.
3. Final Grade Stakes -
 - a. One line of stakes spaced every 50 feet for each edge of pavement, offset from edge of pavement, back of sidewalk, or curb. Final grade stakes must be used to control all elements of the structural section (subgrade, base, and pavement).
 - b. Where leveling courses are required, one set of stakes per lane of traffic spaced every 50 feet or as determined necessary by the Resident Engineer and the Project Surveyor.
4. Traffic Signals/Lighting -
 - a. One offset to back of sidewalk (with either a line stake or radius point) with cut or fill to back of sidewalk where signal bases are located within the sidewalk.
 - b. Where no curb, gutter, and sidewalk (C. G. & S.W.) are to be constructed, two offset stakes (in line or at approximate right angles) to center of base with cut or fill to top of base
5. Sewer, Water, and Drainage Pipe Lines - One line of stakes spaced every 50 feet offset to the center line of the pipe line with cut to flow line of pipe.
6. Drainage channels – One line of slope stakes spaced every 50 feet on each side of construction, except on channels with a width of 12 feet or less at the top of bank slope stakes, will only be set on one side of construction.
7. Drainage/Miscellaneous structures -
 - a. One or two stakes as necessary to locate structure offset to center of structure with cut to flow line of pipe, grate, side opening, or other necessary feature (where not controlled by other improvements such as C. G. & S.W.).
 - b. Offset to lip or back of curb (with line stake as necessary) with cut or fill to lip or back of curb and flow line of pipe.
8. Bridges/Major Structures - Agency-furnished stakes will vary depending on the type and complexity of the structure. Generally, two stakes will be set for abutments, bents, wingwalls, etc., offset along the layout line with a cut or fill to finish grade. Stakes will not be set by the Agency for the location of individual piles, pile cutoff elevations, or falsework.
9. Wall Stakes - One line of stakes (line stakes may be set where necessary) spaced every 50 feet, at the beginning and end of curves, angle points, changes in wall height, and changes in footing, offset from the layout line, with a cut or fill to the top of the footing.

Note: At the discretion of the Agency, in consultation with the Project Surveyor, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

5-9.02 Survey Monuments-Agency Furnished Surveys

The Agency will show the location and character of survey monuments located within the construction area on the construction plans. The Contractor must provide the Agency a minimum of 5 Calendar Days' notice prior to commencing work that could damage or destroy survey monuments shown on the plans. The Agency will reference the monuments in advance of construction activity in accordance with the Land Surveyors Act (Business & Professions Code Section 8700 et seq.). The Agency will replace referenced existing monuments (see section 13-2.03).

Damaged, disturbed or destroyed survey monuments due to the Contractor's carelessness or failure to notify the Agency of the presence of an existing monument must be reset in the positions specified by the Agency and to the dimensions and character as shown in the State of California Standard Plans or substitute location approved by the County Surveyor at the

Contractor's expense by or under the direction of a California Licensee Surveyor or a Californian Registered Civil Engineer authorized to practice Land Surveying.

5-9.03 Contractor Surveys-Construction Staking and Survey Monuments

When set forth in the Contract Documents or Special Provisions, the Contractor is 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. Deviations must receive prior written approval of the Agency. Surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, must 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 is responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. The search must 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 damage, disturb or destroy a survey monument. All monuments found must 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 at the expense of the Contractor. On thin surface treatments such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material which must then be removed to expose the monument.

Damaged, disturbed or destroyed survey monuments must be reset and corner records filed in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.) at the expense of the Contractor.

5-9.04 Traffic Control

Traffic control to set Agency-provided construction staking must be provided by the Contractor at no additional cost to the Agency. To minimize inconvenience to the traveling public and enhance the safety of all workers to the extent feasible, the Contractor must request construction staking in areas requiring traffic controls during a period of time when the Contractor has work area traffic controls in place.

5-10 RESPONSIBILITY FOR ACCURACY

The Contractor is responsible for the accuracy of the Contractor's own layout work and is liable for the preservation of established lines and grades. The Contractor must obtain all necessary measurements for and from the Work, and must check dimensions, elevations, and grades for all layout and construction work, and must supervise the work; the accuracy for all of which the Contractor is 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. Work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work or materials must be made good, notwithstanding the fact that the 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 the part of the Work must be uncovered by the Contractor. The Contractor must pay the entire cost of uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

All work and materials furnished pursuant to the Contract are subject to inspection and approval by the Agency. The Contractor must provide the Agency and Inspectors with access to the Work during construction and must 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, work done in the absence of an Inspector, whether completed or in progress, is subject to inspection. The Contractor must furnish all tools, labor, materials, access facilities, and other facilities necessary to allow inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor must pay all costs incurred, whether or not defective work is discovered. The Contractor is solely responsible for costs associated with the removal of defective work discovered during the inspection and for the complete cost of reconstruction.

The Contractor must notify the Agency of the time and place of factory tests and submit test procedures for approval 30 Calendar Days in advance for tests that are required by the Contract. The Contractor must report the time and place of preparation, manufacture or construction of material for the Work, or any part of the Work, that the Agency wishes to inspect. The Contractor must give 5 Working Days' notice in advance of the beginning of work on the material or of the beginning of the 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 must be new and of a quality at least equal to that specified. When the Contractor is required to furnish materials or manufactured articles, or do work for which no detailed specifications are set forth, the materials or manufactured articles must be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles must conform to the usual standards for first-class materials or articles of the kind required. The work, as a whole or in part, must be performed with the best equipment to the best standard of construction.

At a minimum, all work and materials must be of the quality called for in Sections 11 through 50 of these Specifications, the Contract, and pertinent current industry standards or guidelines.

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

Trench, fill, or roadway settlement occurring during the life of the contract, including the warranty period, is considered a workmanship defect and must be reconstructed or replaced by the Contractor, regardless of previous acceptance or approval by the Agency.

5-14 SUBSTITUTIONS

The Contractor must submit requests for substitution in writing within 30 Calendar Days after the award of the Contract. 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, articles, or equipment of equal quality which have the 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 NOT USED

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 must also submit shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal is the Contractor's. The determination of equal quality suitability and performance will be at the sole discretion of the Agency. The Agency will examine submittals with reasonable promptness. If the Agency rejects the request for substitution, then one of the particular products designated by brand name in the Contract must be furnished. Acceptance of substitution by the Agency does not relieve the Contractor of responsibility for deviations from the Contract or from responsibility for errors in submittals.

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, the changes must not be made without the written consent of the Agency and must be made by the Contractor without additional cost to the Agency. The Contractor must pay the costs of design, drafting, architectural or engineering services, and building alterations of the construction required to accommodate Contractor substitutions or construction errors to maintain the original function and design.

5-15 PREPARATION FOR TESTING

The Contractor must 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, the work must not be tested or covered up without at least a 5 Working Day notice to the Agency of its readiness for inspection, unless the written approval of the Agency for 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 must furnish the Agency with a list of the Contractor's sources of materials and the locations where materials will be available for inspection. The list must be submitted on an Agency form and furnished to the Agency in time to permit the inspection and testing of materials in advance of their use.

The Agency will test materials to the standards specified in the Contract.

When requested by the Agency, samples or test specimens of the proposed materials must be prepared at the expense of the Contractor and furnished by the Contractor in 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 must be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the

Work. No material can be used in the Work unless or until it has been approved by the Agency. All material tests will be made by the Agency in accordance with recognized standard practice or to the standards specified in the Contract. The Contractor must pay the cost of the second retest and subsequent retest of any area or material. The Agency will secure and test samples whenever necessary.

Sampling and testing laboratories used by the Contractor must be accredited laboratories for ASTM D3740, C1077, and D3666. When California Test Methods are used, testers must be approved for method specified.

5-17 APPROVAL OF MATERIALS

5-17.01 Sources Of Supply

Agency approval of a supply source may be required prior to procurement. Approval does not prevent subsequent disapproval or rejection of materials by the Agency if the quality is less than specified in the Contract.

Sand, gravel, or other minerals incorporated into Agency work must comply with Public Contract Code Section 20676. The Agency may request written documentation of compliance.

5-17.02 Plant Inspection

The Agency is not obligated to inspect materials at the source. The Contractor is responsible for incorporating satisfactory materials into the Work, despite Agency 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 must cooperate with and assist the Agency while performing the inspection. The Agency must 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 an 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 labor, material, and equipment will be deducted from progress payments.

The performance of emergency work under the direction of the Agency does not relieve the Contractor of responsibility for damages resulting from the emergency.

5-19 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the Work or materials incorporated into the Work are 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 the work or materials is impracticable or will create dangerous or undesirable conditions, the Agency has 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, and a deductive Contract Change Order will be issued in accordance with Section 9, "Changes and Claims," of these Specifications.

5-20 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor must remove all rejected or condemned materials or structures brought to or incorporated in the Work within 2 Working Days of the Agency's written order. Rejected or

condemned materials may not again be offered for use in the Work. The Contractor must, at the Contractor's expense, bring into Contract compliance all rejected material or work in a manner acceptable to the Agency.

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

5-21 TEMPORARY SUSPENSION OR DELAY OF WORK

The Agency has the authority to temporarily suspend or delay the Work, wholly or in part, for any reasonable period the Agency deems necessary. The Contractor must immediately comply with the Agency's written order to suspend or delay the Work. The suspended or delayed work can only be resumed upon written direction of 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 will be classified by the Agency as Avoidable or Unavoidable Delays in accordance with Section 7-12, "Delays," of these Specifications.

Suspension does 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 Board 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 Board 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 Board 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 the 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 Board 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 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 must cease and terminate the Work if satisfactory arrangement for correction is not made within 10 Calendar Days from the notification.

5-22.01.D Termination of Contract for Convenience

The Board may at any time and for any reason terminate the Contractor's services and work for its own convenience. The duties and rights of the Contractor after termination are set forth specified in Specification 5-22.03A.

5-22.02 Notice of Termination

The Board may give written Notice of Termination of at least 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 has 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 30 Calendar Days from the date of mailing the Notice of Termination. The Contractor is liable for 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 must:

1. Stop work under the Contract on the date of, and as 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 orders and subcontracts to the extent that they relate to the 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 terminated orders and subcontracts. The Agency has the right, at its discretion, to settle or pay all claims arising out of the termination of the orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of termination of orders and subcontracts with the approval or ratification of the Agency. The Agency's approval or ratification is 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, property of the types referred to in Item 6 above. The Contractor is not required to extend credit to the purchaser, and may acquire the property under the conditions prescribed and at a price approved by the Agency. The proceeds of the transfer or disposition will be used to reduce payments made to the Contractor under the Contract, or credited to the cost of the work covered by the Contract, or paid as the Agency directs.
8. Complete performance of work not terminated by the Notice of Termination.
9. 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

5-22.03.A Payments to Contractor upon Termination for Convenience

- (a) Upon such termination, the Contractor is entitled to payment only as follows:
- (i) the reasonable direct cost of the work completed in conformity with this Agreement as determined by the Resident Engineer; plus,
 - (ii) such other costs actually incurred by the Contractor as are permitted by the prime contract and approved by the Owner; plus,
 - (iii) five percent (5%) of the cost of the work referred to in subparagraph (i) above for overhead; plus,
 - (iv) four percent (4%) of the cost of the work referred to in subparagraph (i and ii) above for profit, so long as the Contractor can demonstrate that the project would have experienced a profit upon its completion; plus,
 - (v) the reasonable costs, including expert and attorney's fees for the preparation of the settlement claim as detailed below.

(b) "Reasonable direct cost" set forth in subparagraph (a)(i) above includes only costs reasonably and necessarily incurred in the performance of the work and will be calculated by the Resident Engineer by comparing costs submitted within the escrow bid documents and any agreed upon change orders or force account work with the Contractor's direct cost report submitted within the claim as detailed below. "Reasonable direct cost" does not include any costs deemed by the Resident Engineer to be incurred as the result of the Contractor's poor performance of the work, the Contractor's ineffective project management, Contractor induced inefficiencies, Contractor caused project delays or any other Contractor deviation from its contractual or legal duties, and will be deducted from the sums to be paid under this section. It is the burden of the Contractor to establish the reasonableness of its costs, including those that have been disallowed by the Resident Engineer in accordance with sub-section (a) or (b) herein.

(c) The costs recoverable in subparagraph (v) must not include any expert and/or attorney's fees or other claim preparation fees incurred after the submission of the initial settlement claim and must not include any costs of litigation including attorney's fees and expert fees brought by the contractor for recovery and any costs allowed under sub sections (a) and (b) herein.

(d) There will be deducted from such sums as provided in this section, the amount of any payments made to the Contractor prior to the date of the termination of this Agreement. The Contractor is not entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination for convenience and payment hereunder.

(e) Upon termination of the project for convenience the Contractor, within 30 Calendar Days submit a claim in accordance with Section 9-18 of these specifications detailing the allowed costs pursuant to this section and justification of the reasonableness of said costs.

5-22.03.B Payments to Contractor upon Termination for Reason Other Than Convenience

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, the agreed amount must not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

If the Contractor and the Agency fail to agree on the amount to pay the Contractor under this Section, the Agency will determine the amount due the Contractor.

If the work is to be completed as provided in this Section, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until completion. 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 unpaid claims for labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims 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 will be paid to the Contractor. If the sum 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 the excess. If the surety completes the Work as provided above, the surety must be subrogated to money due under the Contract and to money which will become due in the course of completion by the surety.

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

5-22.04 Agency Completion

If the Contract is terminated, 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 the equipment in as good condition as when it was taken over, except for reasonable wear and tear. The items will be returned when the Work is completed or sooner, at the Agency's discretion. The Agency agrees to pay a reasonable amount for the use of the tools and equipment.

The Agency may direct that 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, will be deducted from the sum due the Contractor. If the cost of completing the Work exceeds sums due the Contractor, the Contractor and the Contractor's surety must, 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 the sum to the Contractor and/or the Contractor's surety.

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

No act by the Agency before the Work is finally accepted will operate as a waiver or stop the Agency from acting upon a 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 a portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor must immediately terminate the subcontract upon written notice from the Agency. The Subcontractor must not again be employed for the portion of the work on which the Subcontractor's performance was unsatisfactory.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES

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SECTION 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor must be familiar and comply with all Federal, State, and local laws, ordinances, codes, and regulations that affect the Work, those engaged or employed in the Work, the material or equipment used in or upon the Work, or the conduct of the Work. Pleas of misunderstanding of laws, ordinances, codes, or regulations, or of ignorance of the same on the part of the Contractor do not modify the provisions of the Contract. The Contractor and the Contractor's surety must indemnify and save harmless the Agency, its governing Board, officials, directors, agents, employees, volunteers members, affiliates, and their duly authorized representatives against claims for liability arising from, or based upon, the violation of any 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 hours of labor is a legal day's work, and the Contractor and any Subcontractor under the Contractor, in the execution of the Contract, cannot require more than 8 hours of labor in a Calendar Day, or 40 hours of labor in a calendar week, from a 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 through 1815. The Contractor must forfeit, as penalty to the Agency, the amount stipulated in section 1813 of the Labor Code for each worker employed by the Contractor, or a Subcontractor under the Contractor, in the execution of the Contract for each Calendar Day during which a worker is required or permitted to labor more than 8 hours and for each calendar week during which a worker is required or permitted to labor more than 40 hours, in violation of the provisions of the Labor Code.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1771, the Contractor and each lower-tier Subcontractor must pay at least 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 the prevailing wage determinations are available upon request at the Labor Compliance Section, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available from the California Department of Industrial Relation's internet website at <http://www.dir.ca.gov/DLSR/PWD>.

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 must 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. 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 forfeit, as penalty to the Agency, not more than \$200 per Calendar Day or portion thereof, for each worker paid less than the prevailing wage rates for work done under the Contract by the Contractor or by a Subcontractor. The Contractor and all Subcontractors must comply with the provisions of Labor Code Sections 1774 and 1775. In addition to the penalty, the Contractor or Subcontractor must 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 must comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of California Code of Regulations, Title 8. The Contractor is responsible for compliance by the Contractor's Subcontractors including any lower-tier Subcontractors.

The Contractor and the Contractor's Subcontractors, and any lower-tier Subcontractor, must keep accurate payroll records, showing the name, address, Social Security number, labor classification, 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. Records must 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 must file a certified copy of the records enumerated above with the Agency within 10 Calendar Days after receipt of a written request. The Contractor is responsible for all lower-tier Subcontractors' compliance with this requirement.

The non-compliance penalties specified in subdivision (h) 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 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, and provides for penalties.

6-1.05 Apprentices

The Contractor must comply with Labor Code Section 1777.5, concerning the employment of apprentices. The Contractor is responsible for compliance by all lower-tier 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 must comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractor's License

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

6-1.09 Use of Pesticides

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

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

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

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or 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 10 Calendar Days after the date of the preconstruction conference or within 10 Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Form SCLC-347 - Certified Payroll Reports

Form SCLC-347 is required from the Contractor and each lower-tier 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 10 Working Days of the ending date of the payroll period. The payroll must be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that all of the information in the payroll is true, correct and complete, and the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" must be on forms furnished by the Agency or on a form with identical wording. The Contractor is responsible for the submission of copies of payrolls of all subcontractors.

3. Form SCLC-0002 - Fringe Benefit Statement

Form SCLC-0002 is required from the Contractor and each lower-tier Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the 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

Upon request, the contractor must provide the inspector an accurate record of all activities and personnel performing work onsite. This report should provide as much detailed information as possible, including but not limited to the:

- a. Date the work was performed.
- b. Name of contractor and employees on site.
- c. Name of subcontractor and employees on site.

Detailed description of work performed by each employee, including hours worked and equipment used.

Other reporting documentation might 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 15 Calendar Days after notification, a deduction may be made. The deduction will be 10 percent of the estimated value of the work done during the month, except that the deduction will not exceed \$10,000, nor be less than \$1,000, and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and will 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.

6-1.11 Subcontracting

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

6-1.12 Occupational Safety and Health

The Agency is committed to providing a safe and healthy workplace for employees and the public and to eliminating conditions or hazards that could result in personal injury or ill health. The Contractor and all Subcontractors must comply with all directives given by the Agency to abate a hazard and/or stop a work activity. Failure to comply with a directive could result in the dismissal of the related Contractor/Subcontractor employee(s) as indicated in Section 5 of these Specifications or other sanctions as indicated in the project special provisions. Repeat safety violations of a similar nature and/or a single serious, willful safety violation by a Contractor could warrant review and termination of the contract.

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 California Code of Regulations, 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 Contractor's safety precautions or non-compliance with existing laws and regulations does not relieve the Contractor or a Subcontractor of this responsibility.

6-1.13 Sacramento County Residents

Pursuant to Article V, Section 15 (i), of the Charter of the County of Sacramento, preference must be given in the employment of labor to citizens who have resided in Sacramento County for at least 6 months.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Agency, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which Contractor is legally liable under law. Contractor understands and agrees that this indemnity obligation shall apply regardless of whether any loss, damage or cost arises from, whether in whole or in part, any alleged or actual acts or omissions, or any other negligence, concurrent or otherwise, on the part of Agency, or any other party indemnified hereunder, excepting only those Claims to the extent caused by the active negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

The right to defense and indemnity under this Section arises upon occurrence of an event giving rise to a Claim and upon tender in writing to Contractor. Contractor shall defend Indemnified Parties with counsel reasonably acceptable to Agency. Notwithstanding the foregoing, Agency shall be entitled, on its own behalf, and at the expense of Contractor, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should Agency elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently request that Contractor thereafter assume control of the defense and pay all attorneys' fees and costs incurred thereby.

6-2.02 No Limitation of Liability for Indemnification

This indemnity obligation must not be limited by the types and amounts of insurance or self-insurance maintained by Contractor or Contractor's subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation must survive the expiration or termination of the Agreement.

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 can be mailed or delivered. The delivery to either of these places is sufficient service to the Contractor and the date of service is the date of delivery. The address named in the Bid can be changed by written notice from the Contractor to the Agency. Nothing herein is 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 must be an independent contractor and not an employee, agent, or other representative of the Agency. Nothing in the Contract creates a relationship of joint venture, partnership or association of any nature whatsoever between the Agency and the Contractor other than that of owner and independent contractor. The Agency has the right to direct the Contractor as provided in the Contract. This right does not reduce or abrogate the Contractor's liability for damage or injury to persons, public property, or private property that arises directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor must 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 will only be given when:

1. 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 the Subcontractor's written bid and is presented to the Subcontractor by the Contractor; or
2. The listed Subcontractor becomes bankrupt or insolvent; or
3. The listed Subcontractor fails or refuses to perform the subcontract; or
4. 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. 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. The listed Subcontractor is not licensed pursuant to the Contractor License Law as set forth in the Business and Professions Code; or
7. 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. 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 substitution, the Agency will give at least 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 can 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 assignment or subcontracting is permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor can assign monies due the Contractor under the Contract, and the assignment will be recognized by the Agency, if given proper notice, to the extent permitted by law. Assignment of monies is subject to deductions provided for in the Contract. All monies withheld can 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 assumes all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work, and indemnifies and holds harmless the Agency and the Agency's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from actions for, or on account of, the use of 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 must furnish acceptable proof of a proper release from 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 is solely responsible for, and has exclusive 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 or in an emergency situation where specific direction regarding means, methods, techniques, sequences, procedures, and coordination is necessary to mitigate an imminent and serious health and safety hazard.

Contractors, in coordination with the Agency and its duly authorized representatives as appropriate, must implement measures that create safety awareness and promote safe work practices at the jobsites and must pursue the Contract in the safest manner possible.

The Contractor will take appropriate action, up to and including termination, against a Contractor employee who willfully or repeatedly violates workplace safety rules.

The Work is under the Contractor's responsible care, and the Contractor bears the entire

risk of injury, loss, or damage to any part by any cause until field acceptance of the project or portions thereof. The Contractor must 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 bear the entire expense.

In no case does the Contractor's use of Subcontractors 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 remains with the Contractor. A Subcontractor will not be recognized as having a direct contractual relationship with the Agency. Persons engaged in the Work under the Contract are considered employees of the Contractor and their work is subject to 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 must pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of a specific duty or responsibility imposed upon the Contractor is not to be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract.

6-10 PERMITS, AND LICENSES, AND CERTIFICATIONS

The Contractor, at the Contractor's sole expense, must obtain all necessary permits, registrations, certifications, notifications, and licenses for the normal conduct of the Contractor's business and construction of the Work, and comply with all laws, ordinances, rules and regulations relating to the Work, and to the preservation of the public health and safety.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the County's Building Inspection and Permits Division for County-owned projects are fee exempt and will be obtained by the Agency.

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

The Contractor must obtain and comply with all required permits, registrations, certifications, and notifications applicable to the Work in conformance with the requirements of Cal/OSHA regulations.

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

6-11 EXISTING UTILITIES

6-11.01 General

The Contractor must coordinate and fully cooperate with the Agency and utility operators for the location, relocation, and protection of utilities. The Contractor must become familiar with the existence of utilities, underground and overhead, necessary for buildings in the Work area, and must identify facilities serving these buildings in advance of the actual construction, and arrange for and schedule the relocation of the facilities, if necessary, by the utility operator or the Contractor.

Coordination activities must include communication with all utilities with facilities potentially in conflict with the Work, and working cooperatively with those utilities to schedule any required relocation work by the utilities or their contractors. The Contractor must provide schedule updates to all utilities every two weeks. Copies of all communications between the Contractor or Subcontractors and the utilities must be provided to the Agency.

Section 4216.4 of the Government Code requires that the excavator expose marked subsurface facilities by hand before using power equipment, unless documented notice is provided to the facility operator and the facility operator agrees to allow power-operated or power-driven equipment, as specified in Section 4216.4 of the Government Code. Within 14 Calendar Days of the Notice to Proceed, the Contractor must perform the following work:

- Mark the entire area to be excavated, as defined in Section 6-16.04, “Underground Service Alert (USA North),” of these Specifications.
- Contact USA North to mark existing utilities within the area marked to be excavated.
- Hand excavate (power-operated or power-driven excavating or boring equipment can be used for the removal of existing pavement if there are no subsurface installations contained in the pavement), expose, and protect all existing facilities, including existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities like buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work. If the exact location of the subsurface installation cannot be determined by hand, the excavator must request the operator to provide additional information to the excavator, to the extent that information is available to the operator, to enable the excavator to determine the exact location of the installation.
- Subsurface facilities that are aligned with the proposed location of underground Contract installations and that lie within 24 inches from the outside edge of the installation for a longitudinal distance of 50 feet or more must be potholed at 25-foot intervals, at each change of direction, and at every service line or lateral unless otherwise directed by the Agency.

Upon determination of the existence of a conflicting utility, the Contractor must promptly coordinate utility relocation work. Within 3 weeks of the Notice to Proceed, the Contractor must provide a written statement to the Agency about the existence of conflicting facilities, utility coordination, and schedules for utility relocations both above and below the surface of the ground. All costs and delays for the following are the Contractor’s responsibility: (a) The Contractor fails to pothole and locate utilities within 2 weeks of the Notice to Proceed; (b) The Contractor fails to notify the Agency of potential conflicts within 3 weeks of the Notice to Proceed; (c) The Work is delayed or impacted by existing facilities and the delay or impact could have been avoided had the Contractor complied with these requirements.

6-11.02 Maintenance and Protection

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

Unless otherwise specified in the Special Provisions, the Contractor must protect existing utilities on projects being constructed, whether inside or outside of rights-of-way. The utility owner in these cases can 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 joint utility poles, traffic signals, and light poles, must be relocated prior to paving. Paving must not be performed around existing utility facilities that are to be relocated.

6-11.03 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 might 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 can make adjustments to the Work. Compensation for 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 and 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 the work. In no event will the Agency be liable for any further or additional costs resulting directly or indirectly from the occurrence. Compensation will be in accordance with Section 9, “Changes and Claims,” of these Specifications.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor must immediately notify the Agency and the utility owner by the most expeditious means available and later confirm 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, the delay might be an unavoidable delay as defined and provided for in Section 7-12.02, “Unavoidable Delays,” of these Specifications. The Contractor will not be assessed liquidated damages for delay in completion of the Work for that portion of the 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.

6-11.04 Underground Service Alert (USA North)

The Agency is a member of the Underground Service Alert (USA North) One-Call program. The provisions of Government Code Sections 4216 through 4216.9, inclusive, must be followed.

Except in an emergency, the excavator (as defined by Government Code Section 4216) must notify USA North at least 2 Working Days, but not more than 14 Calendar Days, in advance of performing “Excavation” work as defined by Government Code Section 4216(b). USA North can be reached by calling 811 or (toll free) 1-800-227-2600.

Each phase of a project must be called into USA North, and continuing excavation must be reported every 28 Calendar Days. The excavator must not call in to USA North the entire project boundaries or, on road construction projects, the entire length of the project. The excavator must only request the marking of facilities within the area to be excavated within 28 Calendar Days of the call. USA North will provide an inquiry identification (“ticket”) number to the person contacting the center. The USA North ticket number must be available to the Inspector at the job site along with the date USA North was called. If the USA North notifications are not kept up-to-date, the excavation will be stopped, and a new 2 Working Day notice will be required before continuing the excavation. If the field markings are no longer reasonably visible during an excavation for which there is a valid ticket number, the excavator must contact USA North to have the area re-marked. The excavator must allow 2 Working Days for re-marking of facilities.

Prior to calling USA North, the excavator must clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas, or place flags, stakes, whiskers, or some other approved method in unpaved areas. The excavator must determine the approximate location (24 inches from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using power-operated or power-driven equipment. The excavator is responsible for preserving operators’ markings or markers until they are removed.

Prior to Field Acceptance, all USA North markings must be removed by the Contractor to the satisfaction of the Agency. During the progress of the Work, markings or markers must be removed within 2 months of the date the markings or markers are no longer needed or upon

completion of the work, whichever is sooner. The Agency will accept natural weathering of markings if the markings disappear within the two-month period or prior to Field Acceptance. If the markings are in brick pavers or concrete areas, and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Excavators and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods must be non-destructive, and residual shadowing must not remain.

Removal of markings must comply with requirements of the National Pollutant Discharge Elimination System (NPDES), the Regional Water Quality Control Board (RWQCB), and other applicable federal, state, and local laws, rules, or regulations.

USA North markings not removed by the required timelines can be removed and the sidewalk or street repaired/replaced by the Agency at its discretion. The Agency will charge the excavator a service fee equal to the actual costs of removal for removing the markings and making repairs and/or replacements. This fee will include the cost to comply with NPDES, the RWQCB, and other applicable federal, state, and local laws, rules, or regulations.

6-11.05 Damage to Existing Utilities

The excavator must notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. An operator or excavator who violates Government Code Sections 4216 through 4216.9, is subject to civil penalties.

Table 6-2 designates color codes and abbreviations that must be used by the Contractor and the utility owners to identify utilities.

TABLE 6-2
FIELD MARKINGS - COLOR CODES AND SYMBOLS

Color	Typical Abbreviation	Typical Utility
White	USA	Proposed Excavation
Pink	TSM	Temporary Survey
Red	SL	Street Lighting
	E	Electric
	TS	Traffic Signals
Yellow	G	Gas
	PP	Oil
	STM	Steam
	CH	Chemical
	Company Name	
Blue	W	Water
Purple	RW	Reclaimed Water
	IRR	Irrigation
Green		Slurry
	SS	Sewer
	SD	Storm Drain

COMMON ABBREVIATIONS

Facility Identifiers

CH	Chemical	SL	Street Lighting
E	Electric	STM	Steam
FO	Fiber Optic	SP	Slurry System
G	Gas	TEL	Telephone
LPG	Liquefied Petroleum Gas	TS	Traffic Signal
PP	Petroleum Products	TV	Television
RR	Railroad Signal	W	Water
S	Sewer	RW	Reclaimed, Recycled, Non-Potable Water
SD	Storm Drain		

Underground Construction Descriptions

C	Conduit	HH	Hand Hole
CDR	Corridor	MH	Manhole
D	Distribution Facility	PB	Pull Box
DB	Direct Buried	R	Radius
DE	Dead End	STR	Structure
JT	Joint Trench	T	Transmission Facility
HP	High Pressure		

6-12 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the Agency of working drawings or methods of work proposed by the Contractor does not relieve the Contractor of the Contractor's responsibility for errors and is not to be regarded as assumption of risk or liability by the Agency or an officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor has no claim under the Contract because of the failure or partial failure or inefficiency of a 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.

6-13 CONTRACTOR MUST NOT MORTGAGE EQUIPMENT

The Contractor must not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that are in use, or further required or useful, in the prosecution of the Work, without prior written consent of the Agency.

6-14 PROPERTY RIGHTS IN MATERIALS

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

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SECTION 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work can take place prior to receipt by the Agency of the executed Contract (as defined in Section 3-7, "Execution of Contract") and review and approval of the prescribed bonds and insurance. After the Agency signs the Contract and receives and approves the bonds and insurance, a Notice to Proceed (NTP) will be issued which constitutes authorization to begin the Work. The NTP will state the date on which the counting of Contract Time will commence and the Contract completion date. See Section 1-2, "Definitions," of these Specifications for the definition of the Notice to Proceed. The counting of Contract Time will begin no later than 30 Calendar Days from the time the Contractor receives the Contract forms for execution.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor must not have more work under construction than can be prosecuted properly with regard to the rights of the public. The Agency has the right to direct the Contractor's operations or schedule to ensure compliance with this requirement.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, a preconstruction conference will be held to review the Work. The Contractor must attend this preconstruction conference and must invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed will include 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 appropriate topics.

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 must attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, Requests for Information, Change Orders, Field Instructions, 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 must prosecute the Work under the Contract with the materials, tools, machinery, apparatus, and labor necessary to complete the Work described, shown, or reasonably implied under the Contract, or as directed by the Agency, within the Contract Time.

7-4.01 Superintendence

The Contractor must assign a competent superintendent to the Work who has complete authority to represent and act for the Contractor. The superintendent must be capable of reading and understanding the Contract and must receive and follow all instruction given by the Agency.

If the Contractor or the Contractor's superintendent is not present, orders given by the Agency must be received and obeyed by the foreman or other representative who has charge of

the particular work in reference to which the orders are given, or the Agency can 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 must 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 are permitted to operate on the Work. Except as specified in Section 5-7, "Contractor's Equipment," of these Specifications, equipment must 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, the Agency can order the Contractor to modify the Contractor's equipment, facilities, or methods. The Contractor must promptly comply with the orders at the Contractor's expense. The Contractor's compliance with the orders or failure of the Agency to issue the orders does not relieve the Contractor of the obligation to secure the degree of safety, quality of the Work, and 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 must submit a schedule, in accordance with this Section that illustrates the Contractor's plans for carrying out the Work.

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

Notwithstanding the submission of a baseline schedule, any monthly schedule update or proposed revised schedule, the Contractor is 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 another site location(s), with the intent of preventing delays.

If no separate item is provided in the Bid Form, payment for schedules must be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with the schedule specification sections and time impact analysis section is incidental to and included in the various bid items, and no additional payment will be made.

Because the Agency places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the Agency will deduct 10 percent of the monthly Progress Payment, but not more than \$25,000, for failure by the Contractor to submit the baseline or monthly schedule updates, as required by these specifications. Deductions also apply to any failure to submit schedule data as required by these Specifications. These deductions are cumulative and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative must be accurate, reflect actual events on the project, and meet all requirements of these specifications. If the contractor does not provide an acceptable baseline schedule, monthly update, required data, or correct a deficiency within 10 Working Days of the Agency's request the deduction will become permanent via a deductive change order.

7-5.01 CPM Schedule – Minor Projects

Unless otherwise approved by the Agency a Critical Path Method (CPM) schedule must be submitted for Minor Projects. Minor Projects are defined as Projects with an original contract value less than \$5 million.

Unless otherwise agreed to in writing by the Agency, the latest version of MS Project or Primavera P6 must be used. The Contractor must submit three copies, plus an electronic copy, of a complete baseline schedule at the preconstruction conference (see Section 7-3, "Preconstruction Conference and Progress Meetings," in this Section of these Specifications). The baseline schedule must 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, and/or the planned duration for each portion of the Work identified on the schedule.

Unless agreed to by the Agency, monthly schedule updates must be submitted to the Agency with each Progress Payment request and when requested by the Agency. The data dates must be the 20th day of each month. The Contractor must submit three copies plus an electronic copy.

Upon the occurrence of an event that impacts the project completion date (Time Impact), the Contractor must submit a separate Time Impact Analysis (TIA) per Section 7-12.03 of these Specifications for all delays for which it will be seeking a time extension. The Contractor must not incorporate any delays or change activities into a monthly schedule update without Agency review and approval of a submitted TIA. Upon review and acceptance by the Agency, the proposed TIA must be incorporated into the next monthly schedule update.

A revised or updated schedule must be submitted within 10 Working Days of an Agency request.

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

7-5.02 CPM Schedule – Major Projects

All Major Projects shall require a Critical Path Method (CPM) Schedule. Major Projects are defined as Projects with an original contract value exceeding 5 million dollars. Major Projects require the Contractor to submit a Baseline CPM schedule within 30 Calendar Days of receipt of the executed Contract. The latest version of Primavera P6 software must be used. The CPM network diagram must be time-scaled and include printouts showing the mathematical analysis of the CPM network diagram. Activities must include, but not be limited to, construction activities, procurement activities, submittal review & approval, cure times, and any other activities by the Contractor, the Agency, or any other entity that could impact the Work. Submittal and procurement activities must include falsework drawings, post tensioning drawings, test procedures, mix designs, long time lead items, etc. The following information must be shown for each activity

1. Unique number(s) for each activity.
2. Activity description.
3. Activity relationships and dependencies (logic).
4. Activity duration not to exceed 10 Working Days, except for preconstruction and/or other activities as authorized by the Agency.
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. Cost loading for each item of work for lump sum contracts, which will be the “Schedule of Values” and the basis for monthly progress payments.

All activity calendars must be in Working Days. No more than 50 percent of construction schedule activities can be shown as critical or near critical. Near critical is defined as the longest path plus 15 Working Days total float. The Critical Path must be clearly shown and based upon the longest path through the network logic of necessarily related predecessor and successor activities. All activities must have a minimum of one predecessor and one successor. Schedule activity constraints cannot be used unless authorized by the Agency.

The Contractor must submit three full-size paper copies, an electronic .pdf of the paper copies, and an electronic copy of the P6 file for each CPM schedule. Schedule Updates to the CPM schedule must be submitted with each monthly Progress Payment request, when Contract events are changed, or within 10 Working Days of an Agency request for an interim update. The data date for Monthly Schedule Updates must be the 20th day of each month. The Contractor’s Progress Payment request for Lump Sum Contracts (schedules that are Cost Loaded) must be generated from and correspond to the Monthly Schedule Update. A narrative describing the general status of the Work and addressing any problem areas or delays must be submitted with each revision or update, with impacts on critical path items of work highlighted. A corrective course of action must also be included when problem areas or delays are encountered.

Upon the occurrence of an event that impacts the project completion date (Time Impact), the Contractor must submit a separate Time Impact Analysis (TIA) per Section 7-12.03 of these Specifications for all delays for which it will be seeking a time extension. The Contractor must not incorporate any delays or change activities into a monthly schedule update without Agency review and approval of a submitted TIA. Upon review and acceptance by the Agency, the proposed TIA must be incorporated into the next monthly schedule update.

A resource leveled/constrained schedule will not be accepted for the determination of critical path impacts. Any schedule, or schedule data of any kind, submitted with resource leveling will not be accepted

7-5.03 Four-Week Rolling Schedule

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

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

7-5.04 Float

Float in any activity, milestone completion date, and/or Contract completion date is owned by the Project and is a resource available to both the Agency and the Contractor. Neither the Agency nor the Contractor owns the float time.

Unless otherwise provided, float is synonymous with total float. Total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) each non-critical path activity can be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date of the work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the project itself.

Acceptance of a Baseline Schedule, Monthly Schedule Update(s), or Revised Schedule that is based on less time than the maximum time allowed for milestone or Contract Completion

does not change any Contract duration, nor does it serve as a waiver of either the Contractor's or Agency's right to utilize the full amount of time specified in the Contract. Liability for delay of the Contract Completion Date rests with the party actually causing delay to the Contract Completion Date. For example, if Party A uses some, but not all, of the float time, and Party B later uses the remainder of the float time as well as additional time beyond the float time, Party B is liable for the costs associated with the time that represents a delay to the project's completion date. Party A would not be responsible for any costs, since it did not consume all of the float time and additional float time remained, and the Project or milestone completion date was unaffected.

Should the Contractor submit any schedule reflecting a Forecasted Project Completion Date earlier than the Contract Completion Date, the difference must be shown on a schedule activity titled "Project Float." Should the Contractor not show this time as Project Float, a Contract Change Order will be issued adjusting the Contract Completion Date to the new Forecasted Project Completion Date.

The Contractor must not use any method to sequester float for its exclusive use. Sequestration of float is a basis for schedule rejection.

7-5.05 Schedule Acceptance

The Agency will review the baseline schedule, monthly schedule updates or proposed schedule revisions, and any other schedule related data, for conformance to the Contract within 15 Working Days of receipt. All schedule related submittals must be resubmitted within 10 Working Days of receiving Agency comments. Agency review and acceptance of any baseline schedule, update, revision, or any other schedule-related data does not relieve the Contractor of responsibility for the feasibility of the schedule, completion of any omitted work scope, or requirements for accomplishments of milestones and completion within Contract Time. The Agency review and acceptance does not warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity.

7-6 UNUSUAL SITE CONDITIONS

In accordance with Section 7104 of the Public Contract Code, the Contractor must 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, which 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 by information about the site made available to bidders prior to the deadline for submitting bids.
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 must follow up the prompt written notification with written documentation of the unusual site condition within 5 Working Days. The Agency will investigate the condition and arrange for any modification to the condition it deems appropriate, 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 must pursue only those 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 can 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 might 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, directed or approved by the Agency, no work can be done between the hours of 6 p.m. and 6:30 a.m., or on Saturdays, Sundays, or Legal Holidays. Unless otherwise noted in the Special Provisions, directed or approved by the Agency, no lane of traffic can be closed to the public during the peak hours of 6:30 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.

Unless otherwise noted in the Contract documents, no lane or road closures will be permitted between the hours of 7:00 a.m. and 9:00 p.m. at the following locations:

- Watt Avenue between Folsom Boulevard and Fair Oaks Boulevard
- Sunrise Boulevard between Folsom Boulevard and Fair Oaks Boulevard
- Hazel Avenue between Folsom Boulevard and Winding Way

Lane or road closures at these locations during the times indicated will only be allowed in emergency situations or with the express written approval of the Director of the Department of Transportation or his/her designee.

Liquidated Damages (see Section 8-10, “Liquidated Damages for Delay,” of these Specifications) of \$50 per minute can be assessed to Contractors who fail to comply with the prescribed lane closure hours noted above in the Special Provisions, or as otherwise directed by the Agency. These liquidated damages are based on the estimated Agency costs to enforce the Contract restrictions for allowable times and hours of work.

7-8.02 Off-Period Work

A written request to work between 6 p.m. and 6:30 a.m., or on Saturdays, Sundays, or legal holidays, or to close a lane of traffic during peak hours, must be submitted at least 2 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, or a nuisance or a hazard to the public, the project, or the area surrounding the site, and if the Contractor should pay Agency overtime costs related to the off-period work. The Agency can place conditions on 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 might be allowed to close a lane of traffic, or work at night, or on Saturdays, Sundays, or legal holidays for an emergency repair. The Contractor must notify the Agency within 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 must 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 can 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 the work.

7-8.05 Working Shifts

Two- or three-shift operations can be established as a regular procedure by the Contractor upon written permission from the Agency. If the multiple shift operations create or occur during off-period work as defined in Section 7-8.02, “Off-Period Work,” of these Specifications, the requirements stated in Section 7-8.02 apply. Permission for off-period work can 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 can be conducted on designated streets during the holiday season (defined as the 4-day Thanksgiving weekend and December 8 through January 1, also referred to as the “Holiday Moratorium”). A current map showing streets subject to the Holiday Moratorium is available from the Department of Transportation Right-of-Way Management Section at 4100 Traffic Way, Sacramento, CA 95827 or on the Internet at <http://www.sacdot.com/Documents/TrafficControlTemplates1010.pdf>. All existing pits, excavations, trenches, and openings in the road surface must be backfilled and paved to produce a level and smooth surface. All barricades and barriers must 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. Unless otherwise stipulated in the Special Provisions, the holiday season as described above is accounted for in the original contract duration, and Contract Time will continue to be counted during this suspension period. The baseline and progress schedules must include this suspension period if applicable.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor is responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor must 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 must protect the Work and materials from damage until completion and acceptance of the Work. Neither the Agency nor its agents assume responsibility for collecting funds from any person or persons that damage the Contractor’s work.

The Contractor must store materials and equipment in accordance with manufacturers’ recommendations and erect temporary structures to protect them from damage.

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

7-11 NOT USED

7-12 DELAYS

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

7-12.01 Avoidable Delays

The Contractor will not receive 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. Restriction of or impacts to the Contractor’s operations due to actions of the Sacramento Metropolitan Air Quality Management District, the State Water Resources Control Board, the Regional Water Quality Control Board, or any federal, state, or local jurisdictional agency.

7-12.02 Unavoidable Delays

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

1. The Contractor will not receive 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 or labor shortages, or utility relocations.
2. The Contractor might 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 will not be granted when the Contractor could have reasonably anticipated the delay.
 - b. When there are 2 or more concurrent delays and at least 1 is non-compensable, no compensation other than time extension will be provided.
 - c. Compensation for unavoidable delays will be granted only if the unavoidable delay affects controlling operations that would prevent completion of the Work.

7-12.03 Time Impact Analysis

If the Contractor requests a time extension due to unavoidable delays, the Contractor must provide a Time Impact Analysis (TIA) that supports the requested time within 10 Working Days of when the Contractor knows, or should have known, of the delay. The TIA must comply with the following:

1. Describe the impacts of each unavoidable delay on the current scheduled Contract Completion Date or interim milestone.
2. Use the accepted baseline or monthly schedule that has a data date closest to and before the event. If the Agency determines that the schedule used does not appropriately represent the conditions before the event, the Contractor must update the schedule to the day before the event being analyzed.
3. Include an impact schedule (fragnet) developed from incorporating the event into the accepted schedule by adding or deleting activities. If the impact schedule shows that incorporating the event modifies the critical path and Contract Completion Date of the accepted schedule, the difference between scheduled completion dates of the 2 schedules must be equal to the adjustment of Contract time.
4. Provide a narrative describing the chronology of events, changes to the schedule, and how the Contractor met the Contract requirements for providing notice and requesting time.
5. Address concurrent delays in the same time period for which the TIA is submitted.

If the Agency accepts the TIA, the Agency will grant a time extension, and the fragnet then must be included in subsequent monthly schedule updates. If the Agency rejects the TIA, the Contractor must not include the delays in subsequent schedule updates. All s TIA related resubmittals must be returned within 10 Working Days of receiving Agency review comments.

Inclusion of any delay events not accepted by the Agency is grounds for rejection of schedule updates. Failure by the Contractor to provide notice and request time in compliance with all contract requirements waives the Contractor's right to a time extension and will result in the Contractor being responsible for all costs to mitigate said delay.

7-13 NOTICE OF DELAYS

The Contractor must immediately notify the Agency in writing if the Contractor foresees a delay in the prosecution of the Work or immediately upon the occurrence of an unavoidable delay, but in no case can the written notice be provided to the Agency later than 2 Working Days after the occurrence of the unavoidable delay. The Contractor must state the probability of the delay occurring and its cause, so the Agency can 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 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 a delay not called to the Agency's attention at the time of its occurrence.

The Agency reserves the right to direct the Contractor to work overtime on base contract work to mitigate the effect of an unavoidable compensable delay or when it is determined to be in the best interest of the Agency, Public or Project. If the Contractor is so directed by the Agency, the Agency will compensate the Contractor, via Contract Change Order, the premium portion of the overtime without markup. Markups for Change Work are not applicable to these premium portion costs and will not be paid.

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

If the Contractor or Subcontractors carelessly destroy Agency-placed stakes and marks causing a delay in the Work, the Contractor has 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 Agency contracts. The Contractor must 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 extended date for completion is the revised Contract Completion Date. The Contractor will be allowed 15 Calendar 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 will 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 are not waivers of the Agency’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

A Contract day on either Working Day or Calendar Day contracts 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 for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due. 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 Contract Completion Date. If the current accepted Baseline Schedule or Monthly Schedule Update contains float, no work item is controlling and a working day will be charged.

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 adjustments in Contract Time due to Contract Change Orders, as outlined in Section 9-12, “Time Extensions for Changes,” in these Specifications. During the 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 10 Working Days of when the Contractor knew, or should have known, of the event that is the reason for the request for time extension. All requests for time must be submitted before the expiration of the Contract Time. Any failure by the Contractor to provide notice or request a time extension, in compliance with all related contract provisions, is an irrevocable waiver of the Contractor’s right to a time extension resulting in the Contractor being responsible for all costs to mitigate the delay.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor must certify in writing to the Agency that the Work is

substantially complete and request that the Agency grant substantial completion. Within 5 Working Days, the Agency and the Contractor must inspect the Work to determine the status of completion. If the Agency does not consider the entire Work, or a specific portion of the Work, substantially complete, the Agency will notify the Contractor in writing, giving the Agency's reasons. If the Agency considers the entire Work, or a specific portion of the Work, substantially complete, the Agency will grant substantial completion. 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 substantial completion does not bind the Agency to formal acceptance or relieve the Contractor of the responsibility for completing or correcting work.

Unless otherwise specified in the Special Provisions, the entire Work, or a specific portion of the Work, will be considered substantially complete when all work depicted on the contract drawings and required by the Contract Documents has been performed, and the Work can be used for its intended purpose. Only minor corrective work will be allowed to be considered as punch list work. The Agency will provide a list of items to be completed or corrected (punch list) before Field Acceptance. The Contractor must provide the level of effort and resources necessary to complete the punch list within 30 Calendar Days. Unless otherwise agreed to by the Agency, the Agency is authorized to perform the work if the contractor fails to complete the punch list within 30 Calendar Days. Costs incurred by the Agency to correct defects or deficiencies, including loss of use, inspection and administrative costs, will be deducted from the final project payment via a deductive change order.

7-20 CLEANING UP

Throughout the construction period, the Contractor must keep the site of the Work in a presentable condition, dispose of surplus materials, keep roadways reasonably clear of dirt and debris, keep sidewalks and other pedestrian areas clear of dirt, loose gravel, debris and tripping hazards, clean out drainage ditches and structures, and repair fences or other property damaged during the progress of the Work, to the satisfaction of the Agency. The Contractor must also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work must be left in a neat and orderly condition prior to requesting final inspection. Surplus material must be disposed of in accordance with Section 18-7, "Surplus Material Disposal," of these Specifications.

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

7-21 FINAL INSPECTION, FIELD ACCEPTANCE, AND NOTICE OF COMPLETION

7-21.01 Final Inspection

The Contractor must notify the Agency in writing of the completion of the punch list per Section 7-19, "Substantial Completion," of these Specifications, and the Agency will promptly inspect the Work. The Contractor or the Contractor's representative must be present at the final inspection. The Contractor will be notified in writing of defects and/or deficiencies. The contractor must provide the level of effort and resources necessary to fix the defects or deficiencies within 30 Calendar Days of the notification. Unless otherwise agreed to by the Agency, the Agency is authorized to perform the work if the contractor fails to complete the defects or deficiencies as required. Costs incurred by the Agency to correct defects or deficiencies, including loss of use, and inspection and administration costs. will be deducted from the final project payment via a deductive change order. When notified that correction of the defective and/or deficient work is complete, the Agency will again inspect the Work to ascertain that the corrections have been made in accordance with the Contract.

7-21.02 Field Acceptance

The Agency will issue a field acceptance letter and will recommend to the Board final acceptance of the Work, if it finds all corrections acceptable. Field acceptance by the Agency starts the warranty periods, but does not bind the Board to final acceptance or relieve the Contractor from the responsibility of completing or correcting work.

7-21.03 Notice of Completion

The Notice of Completion will be filed within 15 Calendar Days of Field Acceptance.

7-22 FINAL ACCEPTANCE

Upon Final Completion of the Work, including training, acceptance of M&O manuals, Record Drawings, and test reports, the Agency will recommend to the Board that it accept the Work as complete. (See Section 8-11, “Final Estimate and Payment,” of these Specifications.)

**SECTION 8 - MEASUREMENT AND PAYMENT
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SECTION 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and compute the quantities of work completed under the terms of the Contract, subject to verification by the Agency. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values must be used.

8-1.01 Unit Price Contracts

Payment for work bid at a price per unit of measurement will be based upon the actual quantities of work measured upon completion. The Estimated Quantities provided in the Bid are for bidding only, and the Agency does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor will not 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 must furnish full copies of Subcontracts showing actual costs. The Schedule of Values must correspond to the baseline schedule prepared by the Contractor pursuant to Section 7-5.02, "CPM Schedule – Major Projects," of these Specifications.

8-1.03 Payment for Mobilization

Mobilization consists 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 for 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. Unless otherwise noted in the Special Provisions, the Agency will pay no greater than 5 percent of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than 5 percent 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 5 percent or more of the original Total Contract Price (excluding mobilization), 50 percent of the contract item price for mobilization or 2.5 percent of the Total Contract Price, whichever is less, will be paid for mobilization.
 - b. When the Progress Payment request is 10 percent or more of the original Total Contract Price (excluding mobilization), 70 percent of the contract item price for mobilization or 3.5 percent of the Total Contract Price, whichever is less, will be paid for mobilization.
 - c. When the Progress Payment request is 20 percent or more of the original Total Contract Price (excluding mobilization), 90 percent of the contract item price for mobilization or 4.5 percent of the Total Contract Price, whichever is less, will be paid for mobilization.
 - d. When the Progress Payment request is 50 percent or more of the original Total Contract Price (excluding mobilization), 100 percent of the contract item price for mobilization or 5 percent of the Total Contract Price, whichever is less, will be paid for mobilization.
 - e. After final acceptance of the Contract, the amount, if any, of the Contract item price for mobilization in excess of 5 percent 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 unless necessary solely for the performance of Contract Change Order work and prior written approval is obtained from the Agency. Payment for mobilization is subject to retention per Section 8-7, "Retention," of these Specifications.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract is 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 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 25 percent, see Section 2-1.02, "Unit Price Bid," 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 will be paid for as specified in the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid for materials and/or work that cannot be accurately quantified at bid time or 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. Payment under an allowance item will only be made upon acceptance and approval of quantities of work, invoices

or other appropriate documentation 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 will not 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 Allowances.

8-2.06 Payment for Material Not Incorporated into the Work

Unless set forth in the Special Provisions or authorized by the Agency, Progress Payments will not be made for materials and equipment not incorporated into the Work. The Agency may impose additional requirements for insurance, storage, handling, security, etc., that the Contractor must comply with if payment is to be made for materials not incorporated into the Work.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Unless otherwise specified in the Special Provisions, 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 paid for other reasonably related items. 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," 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 must 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 will 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," of these Specifications, and other withholdings (see Section 8-8 of these Specifications) or deductions specified in the Contract, the Agency will pay the Contractor the balance.

The payment of a Progress Payment or the acceptance of payment 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

Inspection, measurement, 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 of the Work does not waive 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 is a waiver of any other or subsequent breach. All remedies provided in the Contract are cumulative and in addition to all other rights and remedies that exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

Unless noted otherwise in the Special Provisions, 5 percent of each progress payment will be retained until the Work has been completed and Field Accepted. In accordance with Section 7107 of the Public Contract Code, retention will be released within 60 days of Field Acceptance. (See Section 7-21, “Final Inspection and Field Acceptance,” of these Specifications.)

8-7.02 Non-Compliance

The Agency may also retain portions of a Progress or Final Payment for Contract non-compliance 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 5 percent retention defined in Section 8-7.01, “Retention to Ensure Performance,” in 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. Sample Forms are included in Appendix A of these Specifications. All forms or correspondence pertaining to Security Deposit in Lieu of Withhold shall be addressed to:

Department of General Services
Contract and Purchasing Services Division
9660 Ecology Lane
Sacramento, CA 95827

8-7.04 Earnest Deposit

An Earnest Deposit may be held from the final release of retention as described in Section 8-7.01 above for any of the reasons included in Section 8-8, “Withholdings/Denial of Progress Payment Request,” of these Specifications. In the event of a dispute between the Agency and the Contractor, the Agency may hold in Earnest Deposit an amount equal to 150 percent of the disputed amount. All or a portion of the monies held in Earnest Deposit will be released upon satisfactory resolution.

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 resulting from:

- Defective work not remedied.
- Stop notices filed. The County may at its discretion accept a bond in lieu of withholding funds for properly filed Stop notices. However, the bond must be issued by a different surety than the one that issued the Contractor's Payment Bond for the project. The amount withheld for Stop notices will be 125 percent of the stop notice amount.
- Failure of the Contractor to make prompt payments properly to Subcontractors for labor, materials, or equipment as required by Business and Professions Code Section 7108.5.
- 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, to cover Agency costs for additional maintenance, replacement or repair before the end of the anticipated useful life, or other unanticipated Agency costs. A deductive Contract Change Order for the defective work will be issued in accordance with Section 9-14, "Contract Change Order (CCO)," of these Specifications.

8-10 LIQUIDATED DAMAGES FOR DELAY

All parties to the Contract agree that time is of the essence, and that the Work must 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 will 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 7-21.02, "Field Acceptance," of these Specifications, the Contractor must 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, will create the Final Payment request. All Progress Payments shall be subject to correction in the Final Payment.

Within 15 Calendar Days after the proposed Final Payment request is returned to the Contractor, the Contractor must submit to the Agency a written approval of said request or a written statement of exceptions. The Contractor's statement of exceptions must be in sufficient detail for the Agency to ascertain the basis and amount of the exceptions; failure to provide the detail is 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 and process 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 releases 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 constitutes 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 releases 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.

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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 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 9-2, "Ordering of Changes", of these Specifications.

The Contractor must 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", of these Specifications.

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

9-2 ORDERING OF CHANGES

The Agency may order a change, in writing, during the course of the Work, and the Contractor must comply with the order. Changes to the Work do not affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by the changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work can 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)", of these Specifications. Failure of the Agency and Contractor to agree to terms of an order for change does 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 means 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 does not apply to Agency contracts of less than \$100,000. The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors is through the Contractor and the Contractor and his Subcontractor must agree on the sharing arrangement; written evidence of the arrangement must be submitted with the CICP.

While a CICP is being considered or processed, the Contractor must 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 a CICP 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 must comply with the following conditions:

- Required function, reliability, and safety of the project must be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change must not cause undue interruption of the Work or extend the Contract Time.
- The proposed change must comply with all applicable permits, regulations, code requirements, and all requirements set forth in the Contract. The proposed change cannot involve payment of royalties by the Agency to the Contractor.

9-3.03 Submittal

9-3.03.A Pre-Submittal

Before preparing a CICIP, meet with the Agency to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

9-3.03.B CICIP Submittal

A CICIP submittal must contain adequate information and supporting documentation for Agency evaluation. At a minimum, the following information must be submitted:

1. Name of individuals associated with the development and preparation of the CICIP.
2. A detailed description and plans and specifications showing work as presently designed and the proposed changes. The plans and specifications must be stamped and signed by a California Registered Civil Engineer.
3. A clear explanation 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 must include all necessary Contract amendments. Also indicated must be the latest date that the CICIP can be approved for implementation.
5. A summary of costs, including:
 - a. Project construction costs before and after the CICIP. This must be a detailed estimate identifying the following items for each trade involved in the CICIP:
 - 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 CICIP
 - Cost for implementing the CICIP not included elsewhere
 - b. Contractor's share of the savings based on the sharing provision in Section 9-3.05, "Sharing Provisions and Formula", 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 a CICIP or the supporting data submitted pursuant to this program. Suggested wording for inclusion in CICIP's is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract must 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 CICIP is accepted."

The Agency may modify, accept, or reject the CICIP. If the CICIP 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 CICIP 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)", of these Specifications, if a CICIP is accepted. The Agency's written approval of the CICIP is required. If the CICIP is rejected, the Contractor cannot appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICIP, the Contractor will receive 50% of the Net Capital Savings based on the following formula:

$$\text{Net Capital Savings} = \text{Contract Cost Prior to CICIP} - (\text{Revised Contract Cost After CICIP} + \text{Contractor's CICIP Development Cost} + \text{Agency's CICIP Implementation Cost})$$

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

The Agency's CICIP implementation costs include engineering costs for reviewing and redesigning the changes plus any additional inspection and testing costs. Agency costs for processing the CICIP are excluded.

9-4 CHANGES TO THE CONTRACT

Within 14 Calendar Days of a Notice of Potential Claim from the Contractor or issuance of an order or a request for proposal from the Agency for a change to the Contract, the Contractor must provide a cost and time proposal prepared in accordance with Sections 9-8, "Payment for Changes", and 9-12, "Time Extensions for Changes", of these Specifications. The Contractor's proposal must 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", of these Specifications. If the Agency opts to not proceed with the change, the Agency will reimburse the Contractor for the actual costs associated with the preparation of the proposal. The Contractor must submit an invoice prepared in accordance with Section 9-8.03 of these Specifications.

If the Contractor does not submit a proposal within 14 Calendar Days, the Contractor agrees to perform the work described in the order for change with no additional compensation or contract time. 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", of these Specifications.

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

The Contractor must 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 has 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", of these Specifications.

When the Agency and Contractor cannot agree on the credit for deleted work (see Section 4-8 of these Specifications), 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 must be true, complete, accurate, and current. The Agency may require a formal certification by a corporate officer to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may be included in the Special Provisions. The Agency must have access to the records supporting the cost and pricing data in accordance with Section 9-7, "Access to Records", of these Specifications.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the Agency must be given access to the Contractor's and Subcontractors' records for the purpose of verifying and evaluating the Agreement and the Work, including the accuracy of cost and pricing data submitted by the Contractor. "Records" as used in this Section includes: 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 must include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Access includes the right to examine and audit records and make excerpts, transcriptions, and photocopies at the Agency's expense.

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, will be set forth in the order for change.

Methods of payment are:

9-8.01 Lump Sum Price

The Contractor submits a lump sum price proposal that includes all labor, material, equipment, Subcontractor, and material supplier costs, and all labor surcharges, sales tax, and markups as stipulated in Section 9-9, "Markups for Changed Work", these Specifications. If the Agency and the Contractor agree to a Lump Sum payment, no additional payment or adjustment will be made.

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 to 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 made.

If an ordered change materially changes the character of the work of a Contract item from that on which the Contractor based the bid unit price, and if the change increases or decreases the actual unit cost of the changed item compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed Contract Change Order specifying the

compensation payable, an adjustment in compensation may be made in accordance with the following:

Unit price adjustments for material changes will be the difference between the actual costs to perform the work as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, or as agreed to by the Contractor and the Agency. Actual unit costs will be determined by the Agency in accordance with Section 9-8.03, "Force Account", of these Specifications. The adjustment will apply only to the portion of the work actually materially changed in character. At the option of the Agency, the materially changed work will be paid for by force account per Section 9-8.03, "Force Account", of these Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for a change, the Agency may direct the Contractor to proceed with the changed work on a force account basis. The Contractor must 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 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 must notify the Agency not less than 4 hours prior to starting force account work. The Contractor must submit Daily Extra Work Reports (DEWR's) for signature no later than 9:00 a.m. the day following performance of force account work. DEWR's must 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 to perform the changed work. The Contractor must use the Agency's DEWR's in preparing billings for force account work.

All documentation supporting Force Account work must be priced out and turned in to the Agency no later than 30 Calendar Days after the work is completed. Failure by the Contractor to notify the Agency of the beginning of the extra work, submit the DEWR's as required, or turn in the support documentation can result in the Agency denying the costs of the extra 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. 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:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor, 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 26% surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may 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 the materials, the cost will be the lowest current wholesale price at which required 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 has no claim for costs or profit on the 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 will be paid hourly rental rates agreed upon by the Contractor and the Agency prior to use of the equipment, plus 33-1/3% for the cost of fuel, oil, lubrication, field repairs, and maintenance if not included in the rental rate. The hourly rental rates cannot 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, depreciation, storage, insurance, labor (except for equipment operators), and costs to the Contractor incidental to the use of the 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 \$500 or less are considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs are the actual cost to the Contractor for work performed by a Subcontractor. The provisions of Section 9-8.03, “Force Account”, of these Specifications, apply to the computation of subcontract costs. Subcontractors must compute markups per Section 9-9, “Markups for Changed Work”, of these Specifications.

9-9 MARKUPS FOR CHANGED WORK

Only direct costs directly attributable to the performance of the changed work are allowed. All other costs are 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 constitutes full compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work must not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%

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

Agency is entitled to credit for deleted work, a 10% credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to the 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 8 hours per day.
- Compensation will only be paid for equipment that was actually idle; Agency will not compensate for equipment that was removed from the jobsite during the idle period.
- 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 are 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 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 9-10.03, “Markup for Compensable Unavoidable Delays”, of these Specifications.

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, 15% can be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds, insurance, and profit. The Contractor must 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, in accordance with Section 9-9, “Markups For Changed Work”, of these Specifications, those markups will be adjusted to 5%

for profit only as all overhead costs are compensated in accordance with Sections 9-10.02 and 9-10.03 of these Specifications.

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", of these Specifications must 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

Alterations, time extensions, extra or additional work, or other changes authorized by these conditions or any part of the Contract do not affect or change 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 is not entitled to adjustments in either Contract Time or Total Contract Price for changes performed without written direction from the Agency. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Contract Change Order is approved. A Contract Change Order is comprised of one or more Field Instructions or other written directives, and contains a summary of each change and changes to the Contract Time or Total Contract Price.

Certain Contract Change Orders will require the approval of the Board of Supervisors if authority is not otherwise delegated to Agency officers pursuant to Public Contract Code sections 20135 -20142 and County Code section 2.61.057.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

The Contractor's written agreement of a Contract Change Order, Field Instruction, or other written directive constitutes 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 Subcontractors or suppliers. If the Contractor disagrees with a 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 and Mitigation of Potential Claim", of these Specifications. Disagreement with the provisions of a Change Order, Field Instruction, or other written directive does 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 must nevertheless immediately perform the work upon receipt of a written Field Instruction or other written directive. Within 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 must 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. The Agency will provide written notification of protests and claims denied by the Agency.

9-17 NOTICE AND MITIGATION OF POTENTIAL CLAIM

9-17.01 Notice of Potential Claim (NOPC)

The Contractor is not entitled to additional compensation for any cause, including a disagreement, protest, or change, an act or failure to act by the Agency, or the happening of an event, thing or occurrence, unless the Contractor has given the Agency advance written notice of potential claim (NOPC). The NOPC must clearly describe the nature, circumstances, and basis of the potential claim, and must explain the reasons that the Contractor believes additional compensation and/or time will or may be due, the nature of the costs and/or time involved, the amount of the potential claim, a request for equitable adjustment, and written and verifiable documentation and support. The nature, circumstances, basis, and reasons must remain consistent.

Except as required in Section 9-18, "Submission of Construction Claims", of these Specifications, the Contractor must promptly provide an NOPC to the Agency upon discovery of concealed or unknown conditions or a disagreement, protest, situation, event, or occurrence that may result in a claim. This notice must be submitted no more than 7 Calendar Days after the discovery or occurrence of an event that may be the basis for a claim for additional compensation or time; failure to do so waives the claim.

If costs or time cannot be reasonably determined at the time the NOPC is provided, the NOPC must be amended to include quantified cost and time impacts within 30 Calendar Days after work has ceased on the event that prompted the NOPC; failure to do so waives the claim. For NOPC events that extend more than 30 Calendar Days the Contractor must provide a monthly accounting of ongoing costs and time impacts by the 5th day of the succeeding month; failure to do so waives the claim.

9-17.02 Duty to Mitigate Damages

The Contractor is required to take all reasonable and practical efforts to mitigate the damaging effects of a potential current or future claim it perceives as a result of an act or failure to act on the part of the Agency, or as a result of an event, thing or occurrence. Written notice by the Contractor of a potential claim does not excuse the Contractor from pursuing the mitigation of a claim in good faith and with due diligence. Where possible, or if directed by the Agency, the Contractor must be prepared to discuss various methods of mitigation with the Agency prior to actual mitigation.

The obligation to minimize foreseeable damages requires that the Contractor use reasonable care and diligence to prevent an unwarranted incurrence of damages from a delay

caused by the other party or an unforeseen event. In evaluating a delay, if, in the opinion of the Agency, the delay could have been avoided by due care of the Contractor, the Contractor is responsible for the additional costs attributed to the failure to mitigate

9-18 SUBMISSION OF CONSTRUCTION CLAIMS

9-18.01 In General

Claims procedures shall be in accordance with Section 9204 of the Public Contract Code as restated and supplemented herein. Claims must be filed with the Construction Management and Inspection Division (“CMID”) of the County’s Department of General Services.

For the purposes of this Section 9-18, a “claim” is as defined in Public Contract Code Section 9204 and includes a collection of separate demands on the same project.

9-18.02 Purpose

The purpose of this Section shall be to provide a process for the resolution of construction contract disputes at the Department level prior to initiating any other claims process or legal action against the Agency. Where a claim seeks payment by the Agency of money or damages, compliance with this Section 9-18 shall be a prerequisite to, but not a substitute for, compliance with the government claims process set forth in Title, 1, Division 3.6 (beginning at Section 810) of the California Government Code.

9-18.03 Claim Documentation

For any claim the Contractor must furnish claim documentation as specified herein.

Contractor must submit 3 complete certified copies of all claim documentation. The evaluation of the Contractor's claim will be based on Agency's records and the claim documentation submitted by Contractor.

Claim documentation must conform to generally accepted auditing standards and must 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 County's potential liability)
 - Supporting documentation of merit
 - Supporting documentation of damages
3. Critical path method schedules, as-planned versus as-built, and delay (time impact) analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue must 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 must 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 all other accounting materials.

Each copy of claim documentation must 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 the inability is attributable to falsity of the certification or misrepresentation of fact or fraud by the Contractor, the Contractor is liable to the Agency for 3 times the amount of damages sustained by the Agency, plus the cost of civil action. The Contractor may also be liable to the Agency for a civil penalty of up to \$10,000 for each false claim.

9-18.04 Claim Resolution Process.

A. Claims must be mailed on or before the date of final payment. Claims must be sent by registered mail or certified mail with return receipt requested.

B. Upon receipt of a claim pursuant to this Section, the Agency shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Agency and Contractor may, by mutual agreement, extend the time period provided in this subdivision.

C. If the Agency requires approval from the Board of Supervisors to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board of Supervisors does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Agency shall have up to three days following the next duly publicly noticed meeting of the Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

D. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Agency issues its written statement. If the Agency fails to issue a written statement, paragraph (I), below, shall apply.

E. If the Contractor disputes the Agency's written response, or if the Agency fails to respond to a claim issued pursuant to this Section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. A demand by the Contractor for a meet and confer conference shall be sent within fifteen (15) days of issuance or deadline for issuance of the Agency's written statement on the claim. Upon receipt of a demand in writing sent by registered mail or certified mail, return

receipt requested, the Agency shall schedule a meet and confer conference to be held within 30 days for settlement of the dispute.

F. If Contractor does not request a meet-and-confer conference within the required time period, the parts of the claim remaining in dispute shall be subject to the government claims process set forth in Title 1, Division 3.6 (beginning at Section 810) of the California Government Code.

G. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Agency issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The Agency and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to the government claims process set forth in Title 1, Division 3.6 (beginning at Section 810) of the California Government Code.

H. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

I. Failure by the Agency to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim filed pursuant to this Section 9-18 that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

J. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor.

9-18.05 Qualifications Of A Mediator

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

9-18.06 Vacancies

If a Mediator becomes unwilling or unable to serve, another Mediator can be selected unless the parties agree otherwise.

9-18.07 Representation

Any party may be represented by persons of their choice who has full authority to negotiate. The names and addresses of those persons must be communicated in writing to all parties and to the Mediator.

9-18.08 Time and Place Of Mediation

The Mediator will set the time of each Mediation session. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as the Mediator determines. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within 30 Calendar Days after selection of the Mediator.

9-18.09 Identification Of Matters In Dispute

At least 10 Working Days before the first scheduled Mediation session, each party must provide the Mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved. The memoranda will 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 the information.

9-18.10 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 can obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining advice. Arrangements for obtaining advice will be made by the Mediator or the parties, as the Mediator determines. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation will not contribute to a resolution of the dispute between the parties.

9-18.11 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.

9-18.12 Confidentiality

Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation will not be divulged by the Mediator. All records, reports, or other documents received by a Mediator while serving as Mediator will be confidential. The Mediator cannot be compelled to divulge the records or to testify in regard to the Mediation in any adversary proceeding or judicial forum. The parties must maintain the confidentiality of the Mediation and cannot rely on, or introduce as evidence in an 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.

9-18.13 No Stenographic Record

There will be no stenographic record of the Mediation.

9-18.14 Termination Of Mediation

The Mediation will 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.

9-18.15 Exclusion Of Liability

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

9-18.16 Interpretation and Application Of These Mediation Provisions

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

9-18.17 Expenses

The expenses of witnesses for either side must 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 witnesses called by the Mediator, and the cost of any proofs or expert advice produced at the request of the Mediator, will be split equally between the parties.

9-19 Reserved.

9-20 Reserved.

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 cannot 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.

9-23 NO WAIVER OF GOVERNMENT CLAIM PROCESS

No statement in the County of Sacramento Standard Construction Specifications or Special Provisions for a Contract constitutes a waiver of government claim filing requirements pursuant to Title 1, Division 3.6 of the California Government Code or as otherwise set forth in local, state and federal law.”

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SECTION 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

Dust control must conform to Section 17, "Dust Control," of these Specifications.

10-2 AIR POLLUTION CONTROL

The Contractor must comply with all Federal, State, Agency, and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work and the Contractor's operations. The Contractor must also comply with the requirements of permits issued to the Agency noted or included in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the Agency in writing, material cannot be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act provides for the regulation and reduction of pollutants discharged into the Waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to construction sites to prevent pollutants from construction activities or construction sites from entering storm drain systems. Storm drain systems consist of both constructed and natural facilities. The Contractor is responsible for protecting the local storm drain system from pollution by organizing, scheduling, and conducting operations to prevent, control, and abate water pollution from the Contractor's operations.

The required plan to control erosion, sediment and water pollution must be reviewed and accepted by the Agency before work begins. If the Contractor's methods fail to prevent erosion or sedimentation, the Contractor must revise and adjust the control measures to provide effective control and restore damage resulting from erosion or sedimentation originating from the Work and other sites the Contractor controls or passes through.

The Contractor's responsibility to provide erosion, sediment, and water pollution control ends at Field Acceptance (see Section 7-21.02, "Field Acceptance," of these specifications.)

The Contractor must designate a Water Pollution Control Manager (WPCM) whose duties include:

- Being responsible for water pollution control work.
- Being the primary contact for water pollution control work.
- Overseeing the implementation of the plan or program.
- Preparation and submittal of plans, amendments, and reports.
- Mobilization of crews to make immediate repairs to water pollution control.
- Ensuring that all employees have current water pollution control training.
- Being at the job site within 2 hours of being contacted.
- Stopping construction activities that are damaging water pollution control or causing water pollution.

The name of and contact information for the WPCM must be provided to the Agency at the pre-construction meeting.

10-4.02 Regulations, Ordinances, Permits, and Specifications

The Contractor must comply with all Federal, State, Agency and local permits, rules, regulations, ordinances, statutes, and Agency directions that apply to erosion, sediment, and water pollution control. The Contractor must comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Section
- The Contract Special Provisions
- The County of Sacramento Land Grading and Erosion Control Ordinance (Chapter 16.44 of the Sacramento County Code)
- The County of Sacramento Stormwater Management and Discharge Control Ordinance (Chapter 15.12 of the Sacramento County Code)
- The County of Sacramento Municipal Separate Storm Sewer System (MS4) Permit
- The State of California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ and successor permits (Construction General Permit, CGP)

10-4.03 Agency Requirements

Contractors performing construction in the County of Sacramento are required to develop and implement one of the following plans to control erosion, sediment and water pollution. The required plan will be identified in the Special Provisions

1. A Stormwater Pollution Prevention Plan (SWPPP). (See Section 10-4.04, “Stormwater Pollution Prevention Plan (SWPPP),” of these Specifications.) The Contractor is responsible for knowing the CGP requirements for the specified Risk Level and how those requirements apply to the Work. The Risk Level will be identified in the Special Provisions.
2. An Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05, “Erosion and Sediment Control Plan (ESCP),” of these Specifications.)
3. A Water Pollution Control Program. (See Section 10-4.06, “Water Pollution Control Program (WPCP),” of these Specifications.)

The Contractor must submit the required plan for review and acceptance prior to performing work. Unless specifically authorized in writing by the Agency, activities that could create water pollution (like potholing, clearing, grubbing, or similar ground-disturbing activities) must not be performed without a written plan to control water pollution.

The plan must indicate how the Contractor proposes to effectively control water pollution during the Work. The plan must show all water pollution control Best Management Practices (BMP’s) the Contractor will implement in connection with the Work, including inactive areas and completed work, and must describe how the Contractor will monitor the effectiveness of the plan. Standard Drawings 11-1 through 11-10 must be adhered to as applicable.

The Contractor must update the plan as frequently as required, or as directed by the Agency, to address the current stage of construction or whenever there is a change in construction activities or operations that affects the discharge of pollutants. The plan must be adjusted if the objective of reducing pollutants in discharges is not effectively achieved, or at the

direction of the Agency. Updates and adjustments to the plan must show additional control measures or revised operations, including those in areas not shown in the initially approved program, which are required on the project to control water pollution effectively. Amendments to the plan must be submitted to the Agency for review and acceptance. Upon approval of the amendment, the Contractor must implement the additional control measures or revised operations.

The Agency is not responsible for the Contractor's water pollution control plan, delays to the Work due to the Contractor's failure to prepare and implement a plan, or impacts resulting from the Agency's standard submittal review process.

10-4.04 Stormwater Pollution Prevention Plan (SWPPP)

10-4.04.A General

Construction projects disturbing 1 acre or more, or less than 1 acre if part of a larger development, and linear projects are covered under the State of California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ (CGP). The State Water Resources Control Board (State Board or SWRCB) will issue a Waste Discharge Identification Number (WDID) for the project. Work can not start until the WDID is issued and the SWPPP has been accepted by the Agency.

10-4.04.B Contents

At a minimum, the SWPPP must contain the following:

1. An ESCP as described in Section 10-4.05 including:
 - a. Discharge locations
 - b. Sampling locations
 - c. ATS location (if applicable)
2. A sampling and analysis plan that identifies and addresses all sampling and analysis required by the CGP for the specified Risk level
3. Sample Rain Event Action Plan (if applicable)
4. Copies of permits obtained by the Agency, including:
 - a. Fish & Wildlife permits
 - b. US Army Corps of Engineers permits
 - c. RWQCB 401 water quality certifications
 - d. Aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.

10-4.04.C Preparation, Review, Acceptance

Unless noted otherwise in the Special Provisions, the SWPPP must be prepared in accordance with the CGP. The SWPPP must be written, certified, and amended by a Qualified SWPPP Developer (QSD) as defined in the CGP. The SWPPP must be submitted to the Agency for review and acceptance, and implemented by the Contractor before Work starts. Unless otherwise stated in the Special Provisions, the Contractor must submit 3 hard copies for review and approval. Upon approval by the Agency, the Contractor must provide an electronic copy in MS Word, PDF, or another format acceptable for uploading to the SWRCB Storm Water Multi Application and Report Tracking System (SMARTS). A current, hard copy of the SWPPP must be kept onsite at all times and must immediately be presented to Agency and Regional

Water Quality Control Board (RWQCB or Regional Board) Inspectors, or personnel from other jurisdictional agencies, upon request. Failure to maintain and update the SWPPP or have the SWPPP readily available for review can result in a directive to stop work. (See Section 10-4.07, “Compliance,” of these Specifications.)

10-4.04.D Implementation

The individual responsible for the implementation of the SWPPP must be a Qualified SWPPP Practitioner (QSP) as defined in the CGP. All project personnel, inspectors, consultants, and contractors responsible for the use, installation, inspection, maintenance, and repair of Best Management Practices (BMP’s) on all County projects are required to attend a project-specific stormwater compliance meeting. (See Section 10-4.08, “Required Stormwater Regulatory Compliance ,” of these Specifications.)

10-4.04.E Reporting

If at any time the project is not in compliance, the Contractor must make a written report to the Agency within 2 Working Days of the event that caused the project to be out of compliance. By August 1st of each year, the Contractor must submit to the Agency all required information for the Annual Report required by the CGP.

10-4.05 Erosion and Sediment Control Plan (ESCP)

The Contractor must prepare an Erosion and Sediment Control Plan (ESCP) for a project that involves the grading, filling, excavating, storage, or disposal of 350 cubic yards or more of soil, or the clearing and grubbing of 1 acre or more. At a minimum, the ESCP must include the following information:

1. A site map showing:
 - a. A vicinity map.
 - b. Boundary lines of the property and each lot or parcel into which the site is proposed to be divided.
 - c. Construction site boundaries.
 - d. A delineation of the area to be cleared and grubbed.
 - e. On-site and surrounding watercourses, wetlands, sensitive habitats, and other features that are not to be disturbed.
 - f. Existing and proposed drainage systems.
 - g. Drainage area boundaries and acreages.
 - h. Existing roads and structures on the site, and on adjacent property.
 - i. Proposed roads and structures on the site, and on adjacent property.
 - j. Topography of existing ground including accurate contours at two foot intervals for slopes up to ten percent and five foot intervals for slopes over ten percent. Spot elevations are required where relatively flat conditions exist. The spot elevations or contour lines must be extended off-site for a minimum distance of 50 feet, or 100 feet in flat terrain.
 - k. Locations of existing vegetation, including oak trees, other trees over six inches in diameter measured at 4.5 feet above the ground, groves of trees
 - l. Elevations, location, extent and slope of proposed grading shown by contours, cross-sections or other means, including fills or other special features to be included in the work.
 - m. Locations of:
 - i. Storage areas for materials.
 - ii. Storage areas for waste.

- iii. Vehicle service and fueling areas.
 - iv. Loading/unloading of materials.
 - v. Vehicle access points.
 - vi. Water storage and water transfer for dust control and compaction.
 - n. Location of erosion and sediment control measures to be implemented or constructed prior to, during or after each proposed activity.
2. A statement of the quantity of material to be excavated, the quantity of material to be filled, whether the excavation or fill is permanent or temporary, and the amount of material to be imported to or exported from the site.
3. A schedule showing when:
 - a. Work activities will be performed that could cause the discharge of pollutants into stormwater.
 - b. Water pollution control practices associated with each construction phase will be implemented.
 - c. Soil stabilization and sediment control practices for disturbed soil areas will be implemented.
4. A description of and details for:
 - a. Erosion control measures and sediment control measures to be implemented or constructed prior to, during or after each proposed activity.
 - b. Dust control and construction site road and entrance stabilization measures.
 - c. Storage and disposal of construction materials.
5. A maintenance schedule and log for all erosion and sediment control measures.
6. Additional plans required by the Agency.

The Special Provisions will identify information, if any, to be provided by the Agency.

10-4.06 Water Pollution Control Program (WPCP)

If the Work does not fall under Sections 10-4.04 or 10-4.05 of these Specifications, the Contractor must prepare a Water Pollution Control Program (WPCP) detailing the following:

1. A map showing:
 - a. Location of soil stockpiles and solid waste containers.
 - b. Vehicle and equipment fueling, servicing, cleaning and storage areas.
 - c. Material storage areas.
 - d. Locations of erosion and sediment control BMPs.
 - e. Site drainage during execution of the Work.
 - f. Stabilized vehicle accesses
 - g. Concrete clean out areas.
2. Chemicals, potential pollutants and hazardous materials to be used.
3. Methods for (include copies of drawings, details, and/or descriptions):
 - a. Dewatering.
 - b. Street cleaning.
 - c. Managing run-on and run off.
 - d. Spill prevention and control.
 - e. Handling and disposal of solid waste.
 - f. Methods for safekeeping and secondary containment of chemicals, potential pollutants, and hazardous materials.
 - g. Storage and dispensing of fuel and lubricants.
 - h. Clean out and disposal of concrete.
 - i. Construction BMP maintenance, inspection, and repair.
 - j. Sanitation provisions
4. Site stabilization after completion of the work

5. Construction BMP implementation and removal schedule

The WPCP must be submitted to the Agency for review and acceptance prior to the beginning of work.

10-4.07 Compliance

If the Contractor fails to comply with requirements of this Section 10-4, “Erosion, Sedimentation, and Water Pollution Control,” the Agency can stop all or a portion of the Contractor’s operations and direct the installation of erosion, sedimentation, or water pollution control, the organizing and scheduling of work, the preparation of required reports or documentation, or other work required to achieve compliance. In accordance with Section 5-21, “Temporary Suspension or Delay of Work,” of these Specifications, the Contractor cannot resume work until the Agency’s directive has been complied with to the satisfaction of the Agency. Temporary suspensions or delays caused by the Contractor’s failure to comply with the requirements of this Section are considered avoidable delays. See Section 7-12.01, “Avoidable Delays,” of these Specifications. Compliance with the provisions in this Section does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor must install BMPs, maintain BMPs, perform inspections, remove BMPs, and prepare documentation required by the SWPPP, ESCP, or WPCP applicable to the Work. At a minimum, inspections must be done weekly and 24 hours prior to, during, and after each rain event, and every 24 hours during extended rain events. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP, ESCP or WPCP, copies of which must be made available to the Agency upon request.

The Contractor must immediately correct or replace a BMP deemed ineffective by the Contractor or Engineer. If the measures taken by the Contractor are inadequate to effectively control water pollution, the Agency can direct the Contractor to revise operations and/or water pollution control efforts. 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.

All 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.

10-4.08 Required Stormwater Regulatory Compliance Meeting

The Contractor and all Subcontractors are required to attend a Stormwater Regulatory Compliance Meeting conducted by the County before construction activities begin. This meeting is mandatory for all construction personnel, including subcontractors and vendors, involved in construction activities that could have an impact on stormwater management.

The meeting will be provided at no cost to the Contractor or Subcontractors.

The meeting could last up to three hours depending on the complexity of the project and the potential for pollutants originating from the project. Full compensation for attending this meeting must be included in the prices paid for the various items of work and no separate payment will be made.

10-4.09 Payment

Unless noted otherwise in the Special Provisions, full compensation for preparing SWPPP, ESCP and WPCP plans, implementing, monitoring, inspecting and ensuring

compliance with erosion and sediment control and storm water pollution and prevention requirements is included in the prices paid for the various Contract items of work and no additional compensation will be paid.

10-5 CONTROL OF WATER IN THE WORK

Water encountered during construction must be disposed of by the Contractor in a manner that does not damage public or private property or create a nuisance or health hazard. The Contractor must apply for and obtain any permits required to dispose of the water. Unless otherwise authorized or directed by the Agency, the Contractor must furnish, install, and operate pumps, pipes, appliances, and equipment of sufficient capacity to keep excavations and accesses free from water until the excavation is backfilled to subgrade. Water must be discharged in a manner approved by the Agency and in compliance with all NPDES requirements. The Contractor is not allowed to dispose of water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities required to comply with the requirements of Section 10-4, "Erosion, Sediment, and Water Pollution Control," in this Section of these Specifications.

10-6 NOT USED

10-7 CONTAMINATED OR HAZARDOUS MATERIALS

The Contractor must 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. In the event hazardous or contaminated materials are encountered, the Contractor must stop work in the affected area and notify the Engineer immediately. The Agency will provide direction on how the contractor is to proceed. Unless otherwise directed in the Special Provisions, no work is to be done in the area of the contaminated or hazardous materials without written direction from the Agency.

Unless otherwise provided for in the Special Provisions, payment for handling, removal and disposal of hazardous or contaminated materials will be in accordance with Section 9 of these Specifications.

10-8 USE OF EXPLOSIVES

Explosives will not be allowed 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 conditions as the Agency prescribes.

10-9 SANITARY REGULATIONS

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

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

10-10 NOT USED

10-11 CLEANING UP

The Contractor must keep the site in a neat, sanitary, and presentable condition. The Contractor must dispose of surplus materials, clean out drainage ditches and structures, and repair 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 must do so in accordance with the Contract.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor must 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 must 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, 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 must be given to protection of certain native and ornamental trees or shrubs, landmark trees, and native oak trees in the County of Sacramento. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the Agency. No native oak trees are to be removed or disturbed unless specifically designated for removal on the Plans or by the Agency. Every reasonable effort must be made to avoid creating conditions adverse to the tree's health. The natural ground within the dripline of protected trees must remain as undisturbed as possible. The dripline area must 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. The area within the dripline is a critical portion of the root zone and defines the minimum protected area of each tree. Removing limbs within the dripline does not change the originally protected root zone. Measures required for protection of existing trees includes, but are not limited to, the following:

- Temporary protective barrier fencing, with a minimum height of 4 feet must be installed continuously around the dripline perimeter of the protected trees prior to beginning the Work.
- Signs, ropes, cables, or other items are not to be attached to a protected tree, except those cables recommended by a Certified Arborist for limb support.
- Vehicles, construction equipment, temporary or mobile buildings, supplies, materials, or facilities are not to be driven, parked, stockpiled, or located within the dripline of protected trees.
- 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 must be contoured to drain away from the protected tree's dripline.

- Utility line trenching is not 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 must either be 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.
- Roots approved by a Certified Arborist to be severed or that fall within the structural section of the facility to be constructed, including building foundations or wall footings, must be pruned cleanly and covered with moist earth as soon as possible. If, due to the construction, the roots must be unearthed for more than 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 must be protected in place. The Contractor must hand-dig in the dripline of protected trees to prevent root cutting and mangling. Roots one 1 inch or greater in diameter encountered within the tree's dripline must not be cut without the Agency's approval, and must be kept moist, as approved by the Agency, and covered with earth within 48 hours.
- Where required by the Agency, a piped aeration system and/or a post and grade beam foundation must be installed beneath that portion of the paving, foundation, or concrete slab that encroaches into the dripline of a protected tree. The piped aeration system must be installed under the direct supervision of a Certified Arborist.
- Only drought resistant plant species, tolerant of the natural and semi-arid environment of the native oak understory, are to be planted within the driplines of native oak trees.
- Sprinkler systems that irrigate or require trenching within the dripline of a native oak tree are not permitted. An above ground drip irrigation system that allows for controlled application rates may be installed to irrigate native or semi-arid plants within the dripline of a native oak tree.
- Protected trees within the Work area that require pruning for construction clearance must be pruned prior to beginning of construction. Native oak trees that require pruning of branches larger than 2 inches in diameter must be pruned by a Certified Arborist.

9. Abbreviations and Definitions

SECTION 00 71 00

ABBREVIATIONS AND DEFINITIONS

PART 1 - GENERAL

1.01 GENERAL

- A. 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.

1.02 ABBREVIATIONS

AA	Aluminum Association
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
ATS	Automatic Transfer Switch
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
CDPH	California Department of Public Health
CL	Centerline
County	County where work is being performed
CSI	Construction Specifications Institute
CY	Cubic Yards
DDW	Division of Drinking Water
DI	Drain Inlet
DIP	Ductile Iron Pipe
DIR	Department of Industrial Relations
DWR	Department of Water Resources
EA	Each
EP	Edge of Pavement
FIP	Female Iron Pipe
FS	Federal Specifications
Inv	Invert
ISA	International Society of Arboriculture
LB	Pound

LF	Linear Feet
LS	Lump Sum
MIP	Male Iron Pipe
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
PVC	Polyvinyl Chloride Pipe
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 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ.	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition adopted by Owner)
USBR	United States Bureau of Reclamation
UMC	Uniform Mechanical Code (latest edition adopted by Owner)
UPC	Uniform Plumbing Code (latest edition adopted by Owner)
VFD	Variable Frequency Drive
WCLA	West Coast Lumbermen's Association
WIC	Woodwork Institute of California

1.03 DEFINITIONS

- A. **Abandonment of Work:** Defined as, but not limited to, becoming unresponsive to time restraints as defined in the project schedule or leaving the site unsecured for more than one day.
- B. **Acceptance:** means the formal written acceptance by the Owner of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.
- C. **Agreement:** The written contract (Contract) signed by the Owner and the Contractor covering the work and the furnishing of labor, materials, tools, and equipment in the construction of the work.
- D. **As Approved:** shall be understood to be followed by the words "by the Engineer," unless otherwise qualified.
- E. **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 Owner.

- F. **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.
- G. **Bid Guarantee:** Cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the Owner for the performance of work herein described.
- H. **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.
- I. **Bid Documents:** The sum of the documents that comprise the Bid by a Bidder to perform the work.
- J. **Board of Directors:** The Rio Linda/Elverta Community Water District Directors. Also referred to as "Board".
- K. **Bid Opening:** The event conducted by the Owner during which the sealed Proposals submitted by Bidders to perform the work are opened and publicly read.
- L. **Board Of Supervisors:** The Board of Supervisors of the County of Sacramento, a political subdivision of the State of California. Also referred to as "Board".
- M. **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. See Section 7-17 for the sole exception.
- N. **Change Order:** A Contract amendment approved by the Owner 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.
- O. **Contract:** See Agreement.
- P. **Contract Documents:** Any or all of the documents listed in the Agreement.
- Q. **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 Owner.
- R. **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, or a specified completion date.
- S. **County:** The County of Sacramento, a political subdivision of the State of California.
- T. **District:** The Rio Linda/Elverta Community Water District (RLECWD), acting as Owner through its authorized representatives.
- U. **Date of the Contract:** The date on which the Contract is signed by the Owner's authorized representative.
- V. **Days:** Calendar days unless otherwise designated.
- W. **Engineer:** Engineer retained by or designated by the Owner as its engineering representative during the course of construction.
- X. **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.

- Y. **General Manager:** The General Manager of the agency who has full authority over the project.
- Z. **He:** Includes "she" and "it" and his shall include "her" and "its."
- AA. **Inspector:** The person or persons authorized to act as agent(s) for the Owner in the inspection of the work.
- BB. **Legal Holidays:** The following days are recognized as "legal holidays" by the Owner:
- | | |
|-----------------------------|-----------------------------|
| New Year's Day | January First |
| Martin Luther King, Jr. Day | Third Monday in January |
| Lincoln's Birthday | February Twelfth |
| Washington's Birthday | Third Monday in February |
| Memorial Day | First Monday in May |
| Independence Day | July Fourth |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November Eleventh |
| Thanksgiving Day | Fourth Thursday in November |
| Thanksgiving Friday | Friday after Thanksgiving |
| Christmas | December Twenty-fifth |
- CC. **Notice To Contractors:** The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed Owner Project and the terms and conditions of submitting Bids to perform the work.
- DD. **Notice To Proceed:** The written authorization by the Owner to the Contractor specifying the date the work may begin and any conditions regarding the beginning of the work.
- EE. **Or Equal:** The term "or equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.
- FF. **Owner:** Rio Linda/Elverta Community Water District
- GG. **Plans or Drawings:** The plans, drawings, profiles, cross sections, Working Drawings, and Supplemental Drawings, or reproductions thereof, approved by the Owner, which show the locations, character, dimensions, and details of the work.
- HH. **Project:** Shall mean the work.
- II. **Proposal:** Shall mean "Bid".
- JJ. **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.
- KK. **RLECWD:** means the Rio Linda/Elverta Community Water District and is also referred to as the Owner.
- LL. **Schedule of Values:** A statement furnished by the Contractor to the Owner 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.

- MM. **Special Provisions:** The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Construction Specifications.
- NN. **Specifications:** The directions, provisions, and requirements contained herein.
- OO. **Reference Standards:** Where reference standards, such as those of "ASTM", "AASHTO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.
- PP. **Standard Drawings:** The Standard Drawings of the Owner, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.
- QQ. **State:** The State of California.
- RR. **State Specifications:** The version of the State of California Standard Specifications for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- SS. **State Plans:** The version of the State of California Standard Plans for Construction of Local Streets and Roads, issued by the California Department of Transportation, in effect at the time of Notice to Contractors.
- TT. **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.
- UU. **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.
- VV. **Technical Provisions:** The provisions of the Standard Construction Specifications that describe the technical aspects of the work.
- WW. **Time Limits:** all time limits stated in the Contract Documents are of the essence of the Contract.
- XX. **Total Contract Price:** The total price for the work as bid by the Contractor, including any additions or subtractions made via Contract Change Orders.
- YY. **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 Owner. 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.
- ZZ. **Working Day:** Any day except: (a) Saturdays, Sundays, and legal holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

AAA. 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 Owner or required in the Contract or a Field Instruction or other written directive.

1.04 INTENDED WORDS

- A. Whenever in the Contract Documents or upon the Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****