

INVITATION FOR BIDS



MAINTENANCE WORK for STABILITY BERM REPAIR

CONTRACT NUMBER
2018-1

ISSUED BY
Reclamation District 2059, Bradford Island
CONTRA COSTA COUNTY, CALIFORNIA

MARCH 28, 2018

Prepared by:

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4080 Plaza Goldorado Circle, Suite B
Cameron Park, CA 95682

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

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BID FORMS

CONTRACT

FOR

MAINTENANCE WORK FOR
STABILITY BERM REPAIR

Contract No. 2018-1

March 28, 2018

Stability Berm Repair

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BRADFORD ISLAND, RECLAMATION DISTRICT 2059
CONTRA COSTA COUNTY, CALIFORNIA

NOTICE TO BIDDERS

➤	For technical questions regarding this project, contact Blake Johnson, PE at (916) 769-3243 cell or (530) 387-5703 office or Blake.Johnson@ghd.com , address: GHD Inc. 4080 Plaza Goldorado Circle, Suite B Cameron Park, CA 95682
➤	For direct access to the construction documents, go to: www.bradfordisland.com Bay Area Builders Exchange Sacramento Regional Builders Exchange Stockton Builders Exchange Blake Johnson, PE, GHD Inc. Blake.Johnson@ghd.com 530-387-5703. Construction documents will be emailed or can be picked up from GHD's office. Hard copies will not be mailed.
➤	For direct access to bid results, go to www.bradfordisland.com

- IMPORTANT -

Bid Acceptance Deadline

Sealed bids will be accepted at the Antioch Fairgrounds, Administration Building, 1201 West 10th Street, Antioch, CA until 10:00 a.m., APRIL 27, 2018, for Maintenance Work for Stability Berm Repair, Contract No 2018-1. (Engineers Estimate: \$85,000)

Bids tendered after this deadline will not be accepted. The official time clock for accepting bids will be an electric date and time stamping clock, located in at the Antioch Fairgrounds, Administration Building, California. In order to be accepted, bids must be received prior to 10:00 a.m. Therefore, a bid stamped in at 9:59 a.m. will be accepted, but one delivered at or after 10:00 a.m. is late and will not be accepted.

Bids may also be dropped off or mailed to the office of GHD until April 26, 2018. GHD's address is:

GHD, Inc.
4080 Plaza Goldorado Circle, Suite B
Cameron Park, CA 95682
Attn: Blake Johnson

Bids will not be accepted at GHD's office after 5 p.m. on April 26, 2018. Bids after this time must be delivered to the Antioch Fairgrounds before 10 a.m. on April 27, 2018.

MANDATORY Pre-Bid Meeting

Prospective bidders, subcontractors, and material suppliers SHALL attend a pre-bid meeting scheduled to be held at 8:30 a.m. April 12, 2018 at Bradford Island Ferry Terminal. A brief

discussion will be held at the ferry terminal and then the attendees will take the ferry to Bradford Island to the job site. Ferry tickets will be provided.

Subcontractor Information; Department of Industrial Relations Registration

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidders List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

The quantities on the bid schedule are approximate only, being given as a basis for the comparison of bids, and Bradford Island Reclamation District 2059 (District) does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineers estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A license for this project.

Project plans, bid and contract forms for Maintenance Work for Stability Berm Repair may be obtained through GHD, Inc. Please call 530-387-5703 or email Blake.Johnson@ghd.com.

No bid will be accepted unless it is made on the contract bid forms furnished by the District. The original of the completed bid forms bearing original signatures must be submitted.

For any moneys earned by Contractor and withheld by the Bradford Island Reclamation District 2059 to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The District reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bonds.

Rob Davies
Bradford Island Reclamation
District 2059 Board President



Date

3/28/18

SPECIAL PROVISIONS

General Specifications

BRADFORD ISLAND RECLAMATION DISTRICT 2059, CONTRA COSTA COUNTY, CALIFORNIA

MAINTENANCE WORK FOR STABILITY BERM REPAIR

1 GENERAL

The work described herein shall be done in accordance with the Contract Documents, which are the:

1. Special Provisions
2. Project Plans, consisting of 6 sheets entitled Maintenance Work for Stability Berm Repair
3. State of California Department of Transportation Standard Specifications latest edition referred to as "Standard Specifications" throughout these Special Provisions, and
4. State of California Department of Transportation Standard Plans latest edition (Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California – Bradford Island Reclamation District 2059 (District);

For Director – Bradford Island Reclamation District 2059 Board President or designated authority;

For Engineer - the District Engineer's authorized agents;

For Laboratory – the District Engineers authorized agent.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections, but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor.

The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of any and all claims and disputes arising under this contract.

Note:

2 BIDDING

2-1.06 Bid Documents: Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

2-1.07 Approximate Estimate: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

2-1.31 Examination of Project Plans, Special Provisions, Invitation for Bids and Work Site: Prior to submitting a bid, the bidder shall carefully examine the Project Plans, Invitation for Bids, and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 168 hours (7 days) prior to bid opening. If necessary, any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the District. A copy of such addendum will be mailed or faxed to each Planholder. The District will not be bound by any other explanations or interpretations of the Contract Documents.

2-1.33 Bid Document Completion: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

2-1.33A Bid Forms: All bids shall be made on bid forms obtained from this document. The bidder shall submit its bid on the original bid forms furnished by the District. Bids submitted on forms other than the forms furnished to the bidder by the District will not be considered.

The bid forms to be submitted at the time of and with the bid are:

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Guaranty Information and Bidders Information and Signature
6. Bid Guaranty (Bid Bond or alternate security)
7. Department Of Industrial Relations, Public Works Contractor Registration (PWCR) Number

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required.

2-1.33B Registration with DIR: No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

2-1.33C Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the Act) shall apply to all subcontracts in excess of one-half of

one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractors bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractors total bid; and
2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of aggregate and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, are not considered as subcontracting under this section.

2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

2-1.34 Bid Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashiers or certified check, or by a bidders bond made payable to Bradford Island Reclamation District 2059 and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashiers or certified check, or bidders bond is enclosed with the bid. Any bidders bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

2-1.40 Withdrawal of Bid: A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidders authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

2-1.43 Public Opening of Bids: Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2-1.46 Disqualification of Bidders: Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

2-1.48 Competency of Bidders: No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

3 CONTRACT AWARD AND EXECUTION

3-1.04 Contract Award: The District reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineers estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible bidder within ten days from the date bids are opened.

3-1.05 Contract Bonds: Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the District:

- a. Performance Bond: A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than one-half of the Contract price;
- b. Labor and Materials Bond: A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. Material Guaranty Bond: A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than one-half of the Contract price.

The bond(s) shall be provided in a form acceptable to the District and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the District, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the District.

3-1.07 Indemnification and Insurance: Indemnification: Contractor shall defend, hold harmless and indemnify District, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by Districts staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as Liabilities), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by District, its agents, servants, or independent contractors who are directly responsible to District (excluding Contractor), or (ii) the active negligence of District.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of Districts rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the District hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

Insurance: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the District shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

A. Insurance Policies: Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A:VI or a rating otherwise acceptable to the District.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three years after acceptance of the work by the District. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Completed Operations Coverage can be provided in the form of an endorsement to Contractors insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$3 million	Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.

3.	Workers compensation and Employers Liability	\$1 million	As required by the State of California, with Statutory Limits and Employers Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Contractor, its employees, agents and subcontractors.
4.	Contractors pollution legal liability and/or asbestos legal liability and/or errors and omission	\$1 million per occurrence or claim \$2 million aggregate	If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions.
5.	Course of construction/builders' risk	Amount of completed value of project without co-insurance provisions	Required for construction projects over \$3 million. The District shall be named as loss payee.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the District in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Contractors insurance coverage shall be primary and any insurance or self-insurance maintained by District shall be in excess of Contractors insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
 - b. **The District, its officers, agents, and employees are to be covered as additional insureds on the CGL policy.** Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish District with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the District before work commences and must be in effect for the duration of the Contract. The District reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following Districts acceptance of the work.

D. Other Insurance Provisions:

1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the

- indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insureds vicarious liability. Defense costs must be paid in addition to coverage amounts.
 3. Self-insured retentions above \$10,000 must be approved by the District. At the Districts option, Contractor may be required to provide financial guarantees.
 4. District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3-1.18 Contract Execution: The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the District within ten calendar days of Contractors receipt of the Notice of Award.

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractors cost.

3-1.20 Failure to Execute Contract: Contractors failure to deliver to the District the fully executed Contract within ten calendar days of Contractors receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the District. If the successful bidder refuses or fails to execute the Contract, the District may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the District may award the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the District the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the District may then re-advertise the project or construct it by day labor.

3-1.21 Return of Bid Guarantees: Within ten days after the opening of bids, the District will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

3-1.22 Subcontractors: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.33C. The list shall include the name, business address, DIR registration number and the state contractors license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors licenses.

4 SCOPE OF WORK

4-1.0 Scope of Work: The scope of work for this project consists of but not limited to the following:

1. Clearing and Grubbing
2. Access ramp rebuilding
3. Access road construction
4. Berm construction (District to provide material, contractor shall excavate, haul and place material in accordance with contract documents).
5. Walnut tree installation

4-1.05 Changes and Extra Work: All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the District and Contractor. The daily reports shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor.

4-1.05C Compensation for Altered Quantities: Payment and compensation for altered quantities shall conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

5 CONTROL OF WORK

5-1.02 Contractors Copies of Contract Documents: In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Project Plans
2. Standard Specifications (Caltrans latest edition)
3. Standard Plans

5-1.05 Order of Work: The work as shown on the Project Plans and as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

5-1.17 Character of Workers: Contractor is directed to Section 5-1.17 of the Standard Specifications which states:

If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work.

No additional compensation shall be granted to Contractor in the event District exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

5-1.20 Cooperation with Other Entities: Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor.

Contractor shall cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible. Contractor shall grant such forces access to the project area as is reasonable and necessary to transport materials and equipment to the site of operations by the other forces.

5-1.26 Lines and Grades: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.27B Examination and Audit: Pursuant to California Government Code section 8546.7, any contract with the District involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment

is made to Contractor by District under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the District for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

5-1.36A Property and Facility Preservation: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, irrigation systems, and any other improvements that are damaged, removed or destroyed because of Contractor's operations, shall be replaced and restored to the same or better condition.

Prior to construction, the Contractor and District Engineer shall meet with landowner, on-site, to review property and make note of improvements that shall not be harmed.

5-1.36E Obstructions: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities, and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the District will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the District and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate District personnel.

5-1.43 Arbitration: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

6 CONTROL OF MATERIALS

6-2.01 Source of Supply and Quality of Materials: All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances with the exception of the berm fill material.

6-3.01 General: Statistical means will not be used by the District for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

6-3.01A Material Submittals: Upon award of the Contract by District, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the materials acceptability.

The Engineer reserves the right to reject any proposed material, whether on the District Engineers List of Approved Items or not. If the District obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the District.

6-3.01B Material Guarantee: Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

6-3.05 Quality Assurance: The Districts Engineer will provide the testing.

6-4.01A Construction Water: All water required for the performance of the work shall be provided by Contractor.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02K(2) Wages: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations (DIR), regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov.

Contractor shall be registered with DIR and submit required documentation to DIR. **Proof of registration is required at bid opening.**

This project is subject to enforcement by DIR.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from District.

7-1.02K(4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

7-1.02K(6)(a)(1) Notice to Vendors: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

7-1.02K(6)(b) Excavation Safety: When the digging or excavation occurs during project construction, Contractor shall:

- a. Promptly notify District in writing of the following conditions before any such conditions are disturbed:

1. Material that the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
- b. The District will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
- c. If a dispute arises between the District and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

7-1.02K(6)(d) Confined Space Safety: Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, Other Confined Space Operations. For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, Permit-Required Confined Spaces.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

7-1.02L(2)(a) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless District and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by District, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all

respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for District, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or District may pay such royalties and secure such licenses and charge Contractor even though final payment under the Contract may have been made.

7-1.03A Maintaining Traffic:

The levee road shall not be closed for this construction project. Road work signs shall be placed at the ferry landing informing land owners that construction is ongoing.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, The District may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the District, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, The District shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of The District.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractors operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

8 PROSECUTION AND PROGRESS

8-1.01A Assignments: Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the District in the Districts sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

8-1.04B Standard Start: Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

30 WORKING DAYS

8-1.05 Time: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 9:00 a.m. or later than 4:45 p.m. due to ferry schedule. Contractor, at his or her own expense, may contract with the ferry authority to extend working times from 8:00 a.m. to 5:00 p.m.

8-1.10 Liquidated Damages: Contractor hereby agrees that Contractor shall pay to the District liquidated damages for each and every calendar day delay over and above the number of working days prescribed above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications. Liquidated damages shall be \$2,000/day.

9 MEASUREMENT AND PAYMENT

9-1.04 Force Account Work: All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

9-1.07 Payment Adjustments For Price Index Fluctuations: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

9-1.16 Progress Payments: Once each month for progress pay purposes the District will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The District shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineers judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

After Contract acceptance, the Engineer will prepare a written proposed final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The District shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

9-1.17D Final Payment and Claims: The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Records Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the proposed final estimate.

If Contractor does not file a claim within the 15 day period, or upon Contractors approval, the Engineer will issue a final written estimate and the District shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15 day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim, and shall make such revision in the final quantities as the Engineer may find to be due, and shall then make and issue a final written estimate. The District will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

9-1.17D(3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day District offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions in the claims. Failure to grant access to such records shall be sufficient cause for denying the claims.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, the undersigned,

_____,
(Name)

_____ of
(Title)

(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project, and is fully documented by records maintained by Contractor.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the District at its discretion.

Any costs or expenses incurred by the District in reviewing or auditing any claims that are not supported by Contractors cost accounting or other records shall be deemed to be damages incurred by the District within the meaning of the California False Claims Act.

BID FORMS

BRADFORD ISLAND RECLAMATION DISTRICT 2059
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

MAINTENANCE WORK FOR STABILITY WORK REPAIR

The work to be performed and referred to herein is in the County of Contra Costa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF BRADFORD ISLAND RECLAMATION DISTRICT 2059

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the District, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

UNIT PRICE SCHEDULE

NAME OF BIDDER: _____

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE, \$	TOTAL, \$
1	MOBILIZATION & DEMobilIZATION	1	LUMP SUM		
2	RIP AND RE- COMPACT RAMP ROAD	1	LUMP SUM		
3	CLEAR AND GRUB	0.25	ACRES		
4	6" STRIPPING BORROW SITE	1	ACRES		
5	AGGREGATE BASE	125	TONS		
6	BERM	2,800	CUBIC YARDS		
7	EROSION CONTROL	0.20	ACRES		
8	BLACK WALNUT TREES (MIN. 6 FEET TALL)	2	EACH		
9	6" Corrugated, smooth interior, HDPE Pipe	20	FT		
TOTAL					

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the Total column, then the amount set forth in the Total column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the Total column shall be the unit price;
2. As to unit basis items, the amount set forth in the Total column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the Total column. In case of discrepancy between the sum of the Total column and the amount entered as Total Base Bid, the sum of the Total column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the District and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the District, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the District is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the District, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractors receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.04B.

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER: _____

[illegible]

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashiers Check," "Certified Check," or "Bidders Bond" as the case may be):

in an amount equal to at least ten percent of the total of this bid.

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the District within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of Bradford Island Reclamation District 2059, and this bid and the acceptance thereof may, at the option of the District, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. _____, Class _____, expiration date _____.

The undersigned is registered with the Department of Industrial Relations, Registration No. _____.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietors name in full.

Secretary of State Business Entity Number: _____.

Business Address

Telephone Number

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

BIDDERS SIGNATURE: _____

TITLE: _____

DATE: _____

DEPARTMENT OF INDUSTRIAL RELATIONS

Public Works Contractor Registration (PWCR) #: _____

Expiration Date: _____

CONTRACT

BRADFORD ISLAND RECLAMATION DISTRICT 2059 CONTRA COSTA COUNTY

CALIFORNIA

CONTRACT NO. 2018-1 MAINTENANCE WORK FOR STABILITY BERM REPAIR

This Contract is made and entered into as of date to be added upon award at Santa Rosa, California, between Bradford Island Reclamation District 2059 (District) and _____ of _____ (Contractor).

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by District, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of District, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by District, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, latest edition, in accordance with the State of California Department of Transportation Standard Plans, (Standard Plans), (collectively, Contract Documents) and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

The work to be performed is further shown upon a plan consisting of 6 sheets entitled, Maintenance Work for Stability Berm Repair, Contract Number 2018-1, hereinafter referred to as the Project Plan(s).

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by District and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE, \$	TOTAL, \$
1	MOBILIZATION & DEMOBILIZATION	1	LUMP SUM		
2	RIP AND RE- COMPACT RAMP ROAD	1	LUMP SUM		
3	CLEAR AND GRUB	0.25	ACRES		
4	6" STRIPPING BORROW SITE	1	ACRES		
5	AGGREGATE BASE	90	TONS		
6	BERM	3,300	CUBIC YARDS		
7	EROSION CONTROL	0.20	ACRES		
8	BLACK WALNUT TREES (MIN. 6 FEET TALL)	2	EACH		
9	6" Corrugated, smooth interior, HDPE Pipe	20	FT		
TOTAL					

**BID ITEMS IN THIS SECTION WILL BE INSERTED
UPON AWARD OF THE CONTRACT AND SHALL BE
THE SAME AS THOSE BID UPON.**

ARTICLE III - District and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and District hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated. The District will provide material for the berm. Contractor is responsible for excavating, hauling and placing the berm material.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. Project Plans
5. Standard Specifications
6. Standard Plans

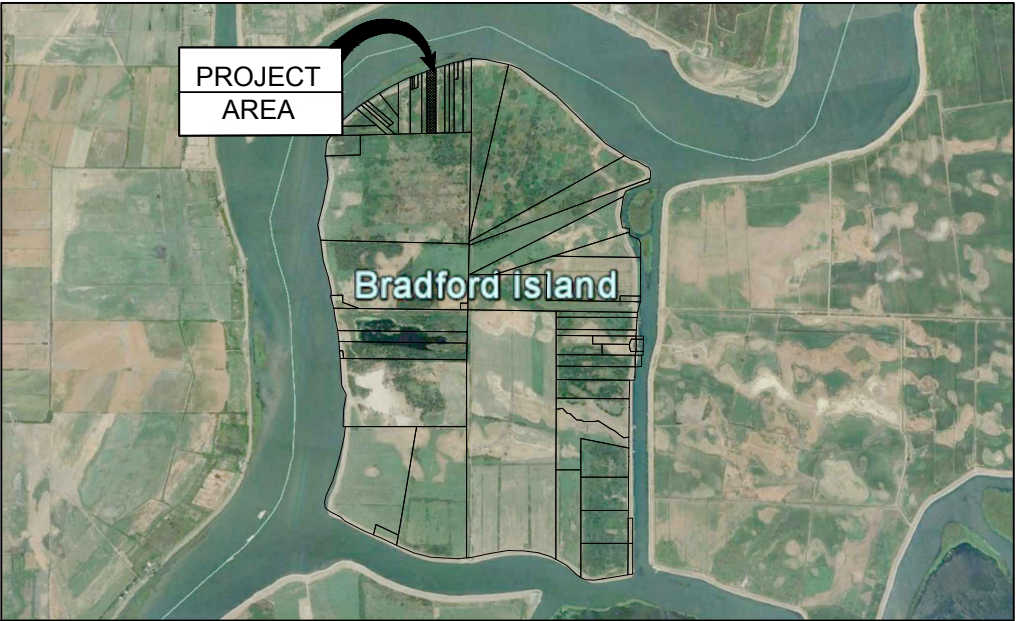
ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.04B of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of District, which may be withheld by District in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

MAINTENANCE WORK FOR
STABILITY BERM REPAIR
BRADFORD ISLAND RECLAMATION DISTRICT 2059
APN: 026-120-007-5
CONTRACT NO. 2018 - 1



SITE MAP
FOR SCHEMATIC USE ONLY



VICINITY MAP
NO SCALE

Sheet Index

C1.0	COVER SHEET
C1.1	GENERAL NOTES
C1.2	GENERAL NOTES
C1.3	SITE MAP
C1.4	PROFILE & DETAILS
C1.5	BORROW & DISPOSAL SITE

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General Notes

1. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE PROPER NOTICE TO THE ENGINEER AND APPROVAL OF THE DISTRICT ENGINEER. AT LEAST ONE SET OF PLANS SHALL BE ON THE SITE AT ALL TIMES FOR INSPECTION.

2. CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND LOCAL LAWS AND ORDINANCES, AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT, AND LABOR PERSONNEL.

3. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY PERTAINING TO "CONFINED SPACES." ANY MANHOLE, CULVERT, DROP INLET OR TRENCH (WHICH MAY CONTAIN AIR), THAT IS NOT READILY VENTILATED MAY BE CONSIDERED A "CONFINED SPACE."

4. CONTRACTOR SHALL CONSPICUOUSLY POST ON THE JOB SITE EMERGENCY TELEPHONE NUMBERS FOR ENGINEER CONSTRUCTION DIVISION, AMBULANCE, POLICE, AND FIRE DEPARTMENT. CONTRACTOR SHALL PROVIDE THE CITY ENGINEER WITH THE TELEPHONE NUMBERS OF ONE SUPERINTENDENT AND TWO APPOINTED ALTERNATES FOR AFTER HOUR EMERGENCIES.

5. ALL WORK SHALL BE ACCOMPLISHED TO THE SATISFACTION OF THE BRADFORD RECLAMATION DISTRICT ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

6. ALL REFERENCE TO THE STANDARD SPECIFICATIONS SHALL MEAN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DAT MAY 2006.

7. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE FULL AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR ON SITE AT ALL TIMES DURING WORKING HOURS.

8. THE CONTRACTOR SHALL NOTIFY THE BRADFORD RECLAMATION DISTRICT 7 DAYS IN ADVANCE OF COMMENCING WORK TO SCHEDULE A PRE-CONSTRUCTION CONFERENCE AND INSPECTION WITH THE ENGINEER AND THE BRADFORD RECLAMATION DISTRICT. NO WORK SHALL BEGIN UNTIL AFTER THE PRE-CONSTRUCTION CONFERENCE AND INSPECTION HAVE BEEN COMPLETED. THE CONTRACTOR AND DISTRICT ENGINEER SHALL MEET WITH LANDOWNER TO IDENTIFY ITEMS OF SIGNIFICANCE TO BE PROTECTED.

9. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

10. RIGHTS TO ENTER AND CONSTRUCT SHALL BE OBTAINED PRIOR TO CONSTRUCTING ANY OFF-SITE WORK SHOWN IN THESE PLANS. COPIES OF SUCH DOCUMENTS SHALL BE KEPT ON-SITE AT ALL TIMES DURING THE PERFORMANCE OF OFF-SITE WORK.

11. THE CONTRACTOR SHALL NOT CONSTRUCT ANY WORK WITHOUT ADEQUATE CONSTRUCTION STAKING. AS A MINIMUM, THE FOLLOWING STAKING SHALL BE REQUIRED: 1) CLEARING LIMITS AND 2) SLOPE STAKES. ADDITIONAL STAKING MAY BE REQUIRED BY THE BRADFORD RECLAMATION DISTRICT DUE TO THE NATURE AND/OR COMPLEXITY OF THE WORK. LOST OR DAMAGED STAKES SHALL BE REPLACED TO THE SATISFACTION OF THE BRADFORD RECLAMATION DISTRICT WHETHER RESULTING FROM CONSTRUCTION PROCEDURES, VANDALISM, OR ANY OTHER CAUSE.

12. THE FERRY OPERATES FROM 9AM TO 5PM MONDAY THROUGH FRIDAY. CONSTRUCTION HOURS SHALL BE LIMITED FROM MONDAY THROUGH FRIDAY, 9:15 A.M. TO 4 P.M., UNLESS OTHERWISE SPECIFIED BY SEPARATE AGREEMENT. ALL HEAVY EQUIPMENT AND ANY INTERNAL COMBUSTION ENGINES SHALL BE FITTED WITH ADEQUATE MUFFLERS. CONTRACTOR IS RESPONSIBLE FOR PURCHASING FERRY TICKETS. TICKETS CAN ONLY BE PURCHASED AT GAS N SAVE (VALLERO) LOCATED ON CYPRESS ROAD AT KNIGHTSEN AVE. TICKETS CANNOT BE PURCHASED AT THE FERRY.

13. THE CONTRACTOR SHALL PROVIDE, PLACE AND MAINTAIN ALL LIGHTS, SIGNS, DELINEATORS, BARRICADES, TEMPORARY TRAFFIC STRIPING, FLAGMEN, DETOURS OR OTHER DEVICES NECESSARY TO PROVIDE FOR THE SAFE AND CONVENIENT PASSAGE OF PUBLIC VEHICLE AND PEDESTRIAN TRAFFIC THROUGH THE CONSTRUCTION SITE IF LEVEE ROADWAY IS BLOCKED.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION. AT LEAST ONE WATER TRUCK SHALL BE ON SITE AT ALL TIMES. ADDITIONAL EQUIPMENT MAY BE REQUIRED AS DETERMINED BY THE BRADFORD RECLAMATION DISTRICT.

15. IF UNUSUAL AMOUNTS OF STONE, BONE, OR ARTIFACTS ARE UNCOVERED DURING CONSTRUCTION, ALL WORK SHALL BE STOPPED WITHIN ONE HUNDRED FEET (100 FEET) OF THE FIND, AND A QUALIFIED ARCHAEOLOGIST CONSULTED FOR AN ON-SITE EVALUATION. IF THE BONE APPEARS TO BE HUMAN, THE COUNTY CORONER MUST BE CONTACTED.

16. UPON JOB COMPLETION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE GHD INC, INFORMATION TO BLAKE JOHNSON (ENGINEER), REGARDING ANY MATERIAL CHANGES MADE DURING CONSTRUCTION AS WELL AS ANY OTHER INFORMATION REQUIRED TO BE SHOWN ON THE RECORD DRAWINGS BY THE BRADFC RECLAMATION DISTRICT, OTHER UTILITY COMPANIES, OR OTHER RESPONSIBLE AGENCIES.

17. EXCAVATIONS SHALL BE ADEQUATELY SHORED, BRACED AND SHEETED OR SLOPED BACK SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM LACK OF ADEQUATE SHORING, BRACING AND SHEETING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR CONDUIT TRENCH, STRUCTURE AND/OR BORING IS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL COMPLY WITH OSHA REQUIREMENTS.

18. BLASTING ACTIVITIES ARE NOT ALLOWED.

19. CLEARING AND GRUBBING SHALL CONSIST OF REMOVING ALL DEBRIS, TREES (INCLUDING ROOT BALLS), BLACKBERRIES (ROOTS ALSO), ETC.

20. ALL MATERIAL PLACED FOR STABILITY BERM SHALL BE COMPACTED TO 90% RELATIVE COMPACTION AT OPTIMUM MOISTURE.
CLASS 2 AGGREGATE BASE 3/4" (AB) SHALL BE COMPACTED TO 95% RELATIVE COMPACTION AT OPTIMUM MOISTURE PER ASTM 1557.

21. CONTRACTOR SHALL NOT DESTROY ANY PERMANENT SURVEY POINTS WITHOUT THE CONSENT OF THE ENGINEER. ANY PERMANENT MONUMENT OR POINTS DESTROYED SHALL BE REPLACED BY A REGISTERED ENGINEER OR LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED INSPECTIONS AND SHALL MAKE THE (7 DAYS PRIOR) NOTIFICATION TO THE BRADFORD RECLAMATION DISTRICT AND GHD INC.

23. OMISSIONS AND ERRORS ON PLANS SHALL NOT BE VALID, AND ALL CODES AND LAWS MUST BE COMPLIED WITH BY THE OWNER, ENGINEER AND CONTRACTOR.

24. EXISTING PUBLIC FACILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED BY THE DEVELOPER, AT HIS SOLE EXPENSE, TO THE SATISFACTION OF THE BRADFORD RECLAMATION DISTRICT.

25. ENGINEER SHALL PROVIDE BENCHMARK, LIMITS OF WORK, AND OFFSETS TO PERTINENT FEATURES.

26. CONTRACTOR TO PROVIDE RESTROOMS AND CLEANING FACILITIES.

27. HYDROSEED STABILITY BERM

HYDROSEED ENTIRE BERM AND SLOPES (EXCLUDING RAMP) WITH THE FOLLOWING:

Botanical Name	% Total by Weight	Pounds per Acre
Leymus Tritivcoides (Creeping Wild Rye)	30	15
Elymus glaucus (Blue Wild Rye)	20	10
Festuca rubra (low barley)	20	10
Hordeum depressum (Red Fescue)	30	15
Total	100	50

FERTILIZER: AMMONIUM PHOSPHATE SULFATE CONTAINING A MINIMUM OF 16% NITROGEN, 20% AVAILABLE PHOSPHORIC ACID AND WATER-SOLUBLE POTASH. SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING PELLETTED OR GRANULAR.

STRAW: STRAW SHALL BE NEW STRAW DERIVED FROM WHEAT, RICE OATS OR BARLEY. STRAW SHOULD BE PLACED AT A RATE OF 2 TONS PER ACRE.

TACKIFIER: TACKIFIER SHALL BE ONE OF THE FOLLOWING AND SHALL BE EVENLY DISPERSED WHEN SUSPENDED IN WATER AND AGITATED. M-BINDER OR ECOTAK-SAT. TACKIFIER SHALL BE APPLIED AT 100 LBS PER ACRE.

28. BERM FILL

A. ENGINEERED FILL MUST BE SUPPLIED TO THE LEVEE AND AT THE SPECIFIED SITES TO SPREAD AND COMPACT MATERIAL. PRIOR TO PLACING ENGINEERED EMBANKMENT FILL MATERIAL, THE SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

B. FILL MATERIALS SHALL BE A SOIL OR SOIL-ROCK MIXTURE, FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES. NO ROCKS OR LUMPS OVER 6 INCHES IN GREATEST DIMENSION, OR MORE THAN 15 PERCENT LARGER THAN 1 INCH SHALL BE USED. ALL FILL MATERIALS SHALL BE THOROUGHLY MIXED TO AVOID UNEVEN CONCENTRATIONS OF GRAVEL, SAND, ROCKS, CLAY, ETC.

C. FILL MATERIAL, IN ADDITION TO THE ABOVE, SHALL BE A WELL-GRADED, PREDOMINANTLY GRANULAR MATERIAL, NON-EXPANSIVE, NO MORE THAN 4 PERCENT BY WEIGHT ORGANIC MATERIAL, AND IS SUBJECT TO APPROVAL OF THE DISTRICT ENGINEER.

D. THE LOADING, HAULING AND PLACEMENT OF THE FILL MATERIAL FOR THE BERM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL SPREAD, SHAPE AND COMPACT THE FILL MATERIAL ONCE IT IS ON THE LEVEE.

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General Notes

29. COMPACTION AND PLACEMENT

- A. PREPARATION OF EXISTING SOILS: ALL FOUNDATION AREAS TO BE OCCUPIED BY BERM SHALL BE KEPT FREE OF STANDING WATER.
- B. ALL MATERIAL BELOW AND BEYOND THE LIMITS OF SUCH FOUNDATION AREAS SHALL BE PRESERVED IN AN UNDISTURBED CONDITION.
- C. SCARIFY THE TOP 8 INCHES OF ALL AREAS TO RECEIVE FILL, AND RECOMPACT TO THE DENSITIES SPECIFIED BELOW, ADDING WATER OR DRYING AS REQUIRED. SIMILARLY, SCARIFY AND RECOMPACT THE EXPOSED SURFACE OF ALL CUT AREAS, AFTER APPROXIMATE SUBGRADE HAS BEEN OBTAINED. SCARIFICATION IS NOT REQUIRED IN LOCATIONS WHERE PEAT IS EXPOSED AT GROUND SURFACE.
- D. PREPARED FILL SUBGRADES AND COMPLETED FILL SURFACES SHALL BE PREVENTED FROM DRYING BY PERIODIC MOISTENING UNTIL FINALLY COVERED OR FILLED.
- E. MATERIAL SHALL BE PLACED OR SPREAD IN HORIZONTAL LAYERS NOT MORE THAN 8 INCHES IN THICKNESS.
- F. COMPACTION SHALL BE ACCOMPLISHED BY SHEEPSFOOT ROLLERS, TAMPING ROLLER, PNEUMATIC-TIRED ROLLERS, STEEL-WHEELED ROLLERS, OR OTHER APPROVED EQUIPMENT WELL SUITED TO THE SOIL BEING COMPACTED.
- G. THE MOISTURE CONTENT AFTER COMPACTION SHALL BE WITHIN THE LIMITS OF OPTIMUM MOISTURE CONTENT TO 2 PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D1557 FOR SUBGRADE TO RECEIVE FILL, LEVEE EMBANKMENT, BERMS, RAMPS AND ROADWAYS, STRUCTURAL BACKFILL, UTILITY BACKFILL AND RANDOM FILL.

30. FIELD QUALITY CONTROL AND MATERIALS TESTING

- A. GENERAL CONSTRUCTION OF THE EMBANKMENT FILL SHALL BE PERFORMED UNDER THE OBSERVATION AND TESTING OF THE DISTRICT ENGINEER TO ASSIST IN DETERMINING IF THE WORK CONFORMS TO THESE SPECIFICATIONS. THE OBSERVATION AND TESTING WILL BE AS FREQUENT AS THE DISTRICT ENGINEER CONSIDERS NECESSARY.
- B. THE CONTRACTOR SHALL COOPERATE WITH THE DISTRICT ENGINEER IN ALL ASPECTS OF THE TESTING. THE CONTRACTOR SHALL REMOVE SURFACE MATERIAL AND RENDER SUCH ASSISTANCE AS NECESSARY TO FACILITATE SAMPLING AND TESTING. THE CONTRACTOR SHALL TAKE SUCH PRECAUTIONS AS NECESSARY TO PROTECT THE DISTRICT ENGINEER FROM INJURY DUE TO THE CONTRACTOR'S OPERATIONS DURING THE OBSERVATION AND TESTING OPERATIONS.
- C. THE DISTRICT ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO REQUIRED OBSERVATION AND TESTING. ANY MATERIALS PLACED OR IMPROVEMENTS CONSTRUCTED IN THE ABSENCE OF THE DISTRICT ENGINEER'S APPROVAL TO PROCEED SHALL BE PRESUMED TO BE DEFECTIVE AND, AT THE DISCRETION OF THE DISTRICT ENGINEER, SHALL BE REMOVED AND REPLACED AT NO COST TO THE DISTRICT.
- D. FIELD DENSITY TESTS: TESTS WILL BE MADE BY A CERTIFIED TESTING LABORATORY TO EVALUATE THE COMPACTION OF EACH LAYER OF FILL IN ACCORDANCE WITH ASTM TEST DESIGNATION D 1557-78 ON THE BERM.
- E. RECOMPACTION: FILL MATERIAL NOT MEETING SPECIFIED COMPACTION SHALL BE ROLLED UNTIL IT MEETS THE COMPACTION REQUIREMENTS OR SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
- F. WEIGHT OF EQUIPMENT: EQUIPMENT TO BE USED ON LEVEE CROWN ROADS SHALL BE LIMITED TO A MAXIMUM GROSS LOADED AXLE WEIGHT OF 16,000 POUNDS. EQUIPMENT AND LOADED TRUCKS SHALL BE LIMITED TO LEGAL LOADS FOR PUBLIC ROADS.
- G. STRIPPINGS REPLACEMENT: UPON COMPLETION OF FINISHED GRADE, TOPSOIL SHALL BE PLACED IN A UNIFORM THICKNESS IN AREAS ON SITE AS DIRECTED BY THE DISTRICT ENGINEER. THE TOPSOIL THICKNESS WILL DEPEND ON THE AMOUNT OF MATERIAL OBTAINED FROM THE SITE STRIPPINGS, BUT LOOSE THICKNESS SHALL NOT BE LESS THAN 2 INCHES. SITE SHALL BE LEVELED TO REMOVE SURFACE DEPRESSIONS AND POSITIVELY DRAIN ENTIRE SITE IN ACCORDANCE WITH THE SLOPES SHOWN ON THE PLANS OR AS OTHERWISE DIRECTED BY THE DISTRICT ENGINEER.

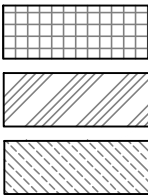
31. THE DISTRICT WILL SUPPLY BERM MATERIAL. CONTRACTOR WILL BE RESPONSIBLE FOR EXCAVATING, HAULING AND PLACING MATERIAL AND MEETING FILL REQUIREMENTS.

32. STATIONING ON THIS PROJECT MAY NOT LINE UP WITH STATIONING FROM PREVIOUS PROJECTS CONSTRUCTED ON BRADFORD ISLAND.

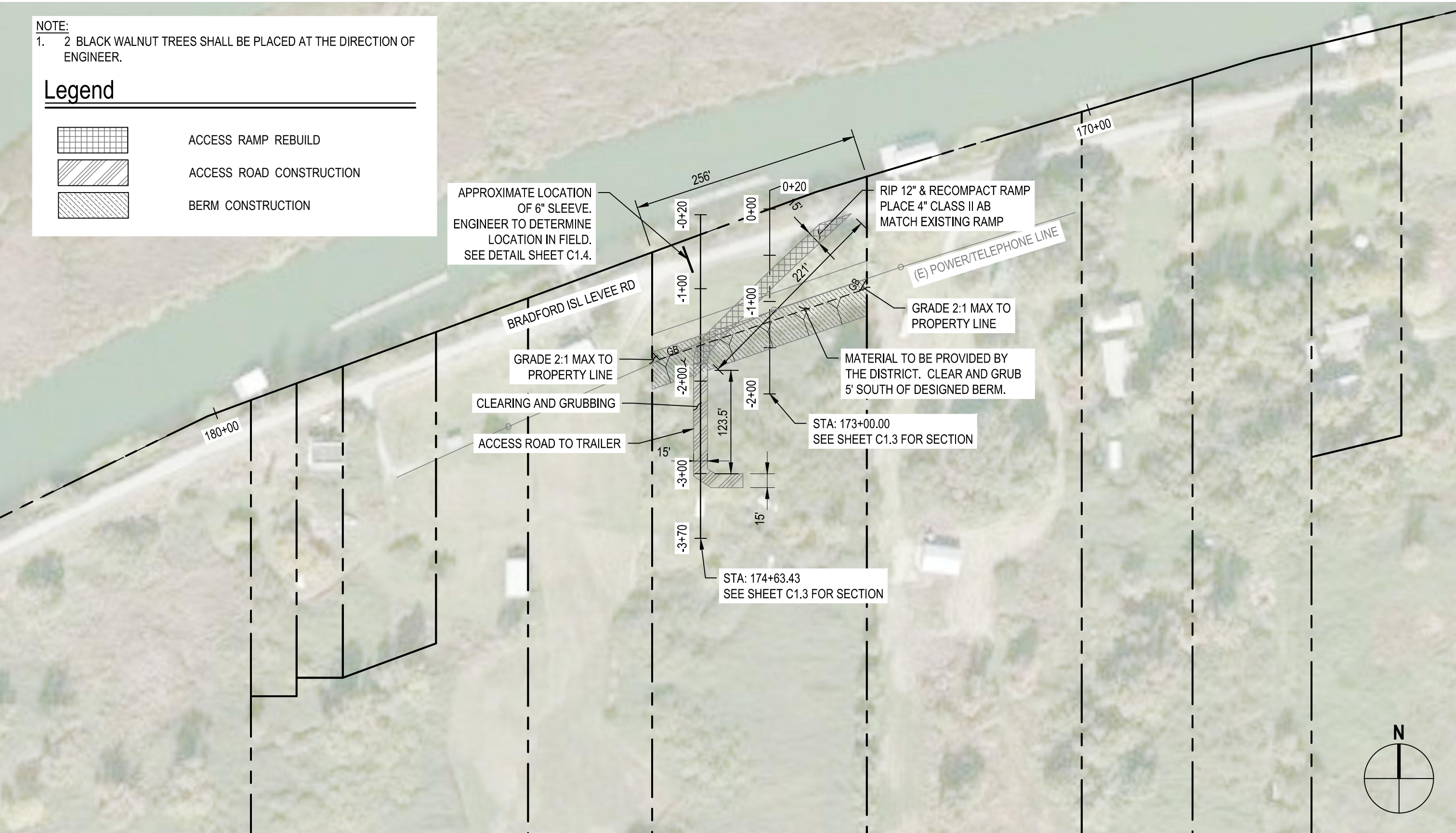
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1. 2 BLACK WALNUT TREES SHALL BE PLACED AT THE DIRECTION OF ENGINEER.

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No.	Issue	Drawn	Approved	Date

Plot Date: 29 March 2018 - 4:56 PM
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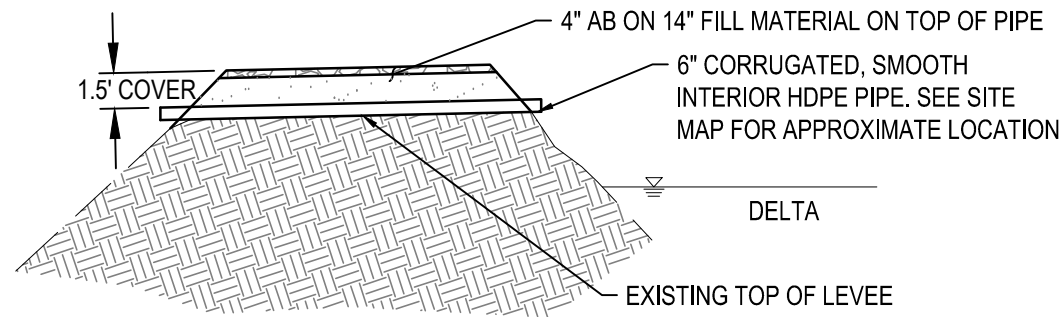
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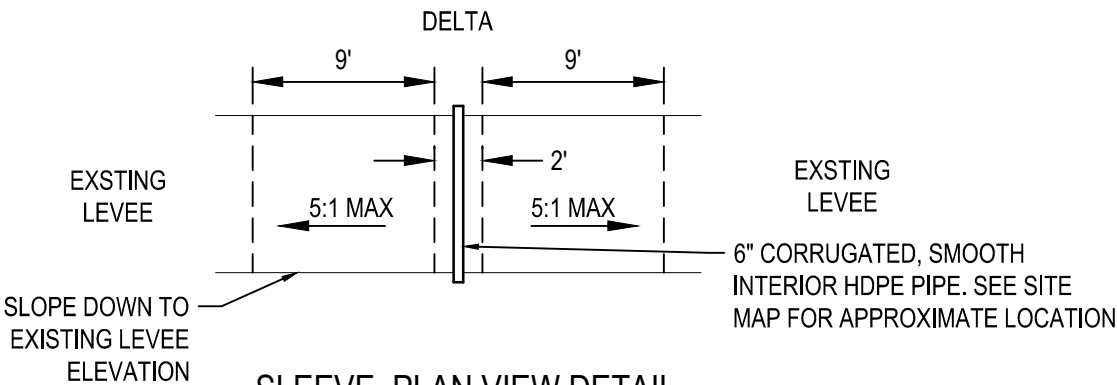
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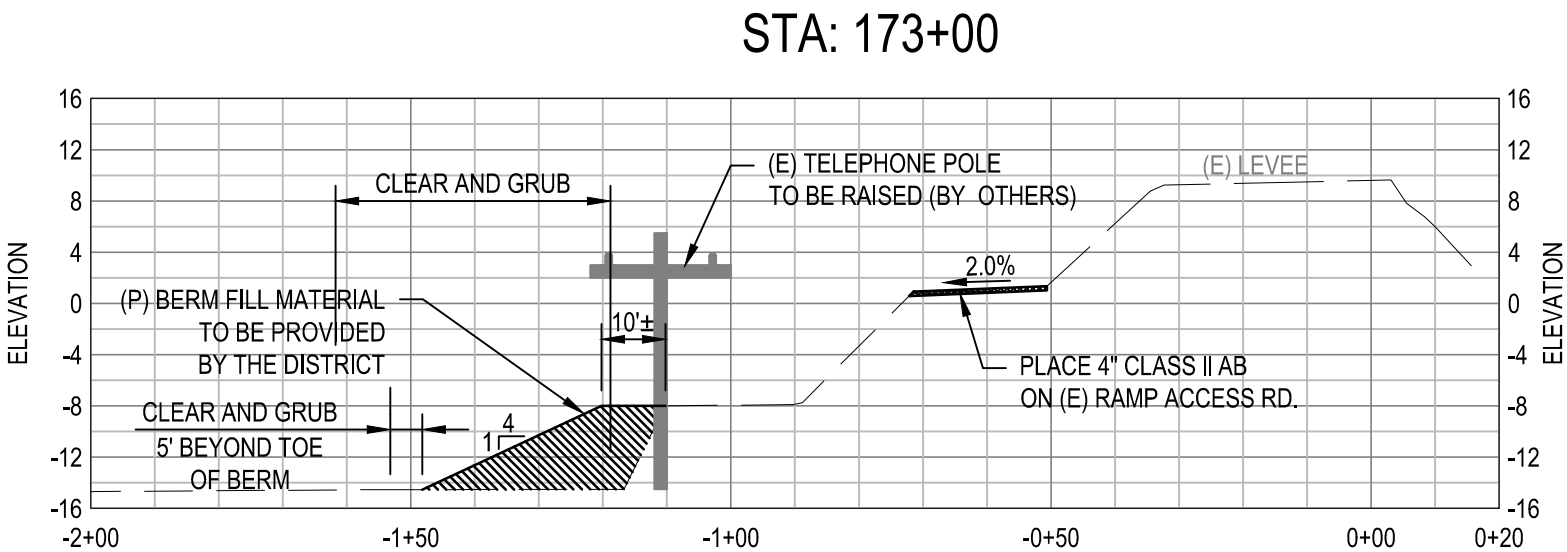
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Project	STABILITY BERM REPAIR		
Title	SITE MAP		
Project No.	11140064		
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		Sheet	4 of 6



SLEEVE & LEVEE CROSS SECTION DETAIL
N.T.S.



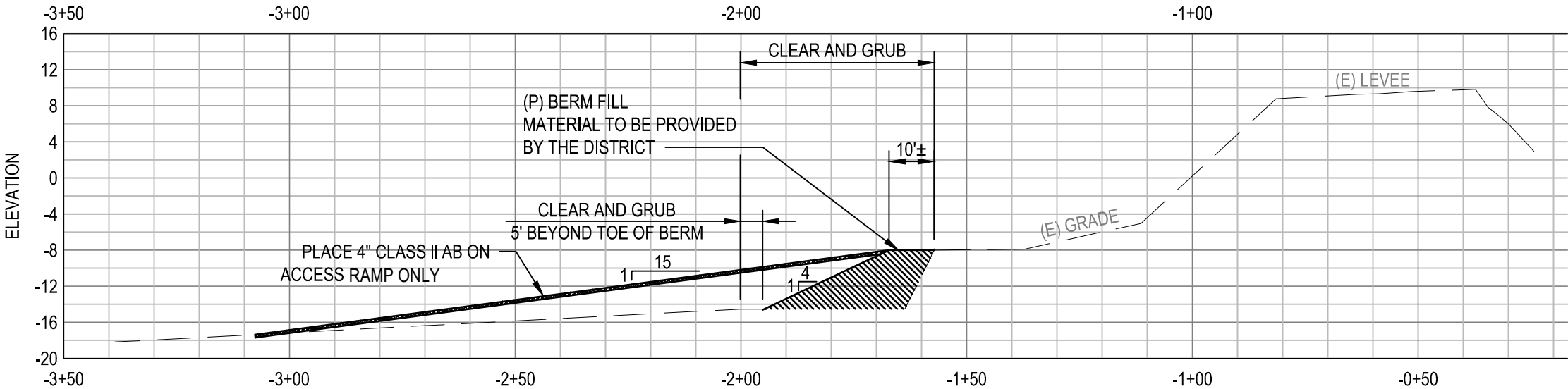
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N.T.S.



PROFILE VIEW

SCALE: H 1" = 30'
V 1" = 15'

STA: 174+63.43



PROFILE VIEW

SCALE: H 1" = 30'
V 1" = 15'

No.	Issue	Drawn	Approved	Date

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Drafting Check	WBL	Design Check	BWJ
Project Manager	BWJ	Date	03/28/2018
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Client	BRADFORD ISLAND RECLAMATION DISTRICT 2059		
Project	STABILITY BERM REPAIR		
Title	PROFILE & DETAILS		
Project No.	11140064		
Original Size	ANSI B	Sheet No.	C1.4
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