BRADFORD RECLAMATION DISTRICT 2059

P.O. BOX 1059
OAKLEY, CA 94561

REQUEST FOR BIDS

FOR THE CONSTRUCTION OF:

BRADFORD ISLAND LEVEE CROWN REHABILITATION PROJECT

ISSUED: October 27, 2026

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INVITATION TO BID

Sealed proposals for the construction of the Bradford Reclamation District No. 2059, Levee Crown Rehabilitation Project, can be mailed to:

Bradford Reclamation District 2059
Blake Johnson, PE, District Engineer
P.O. Box 1059
Oakley, CA 94561

Or dropped off at:

Bradford Reclamation District 2059
Blake Johnson, PE, District Engineer
6329 Bethel Island Rd, Ste A
Bethel Island, CA

Bids shall be received at the office of Bradford Reclamation District 2059, until **2:00 p.m.**, local time, on **November 17, 2026,** and then will be publicly opened and read.

The Work Site is located on Bradford Island, just north of the City of Oakley in Contra Costa County, California. The work generally consists of scarifying existing levee crown and placing and compacting aggregate base. The only access to Bradford Island is by ferry. There are vehicle, weight, and length restrictions on the ferry (capacity of up to 12 vehicles or oversized limits up to 16-foot width, 63-foot length, and 40 tons). Weather, sea, and ferry conditions can modify these restrictions. Contact the Delta Ferry Authority for more information at **(925) 684-3766.** The Contract for the work will be awarded upon the basis of the total base bid price of the Bid Schedule.

Drawings, Specifications and Contract Documents may be viewed at the office of the Bradford Reclamation District 2059. A copy of the Documents may be obtained at 889 Drever Street, West Sacramento, CA 95691 from Blake Johnson at the office of the District Engineer. A non-refundable charge of ten dollars ($10) per set will be required for Contract Documents, Drawings and Specifications. No Bid proposal will be considered unless it is made on the Bid Forms furnished by the District. Telefax Bids will not be considered or accepted.

A **mandatory** pre-bid site review will be held at the job site on **Thursday, November 5, 2026** at **9:00 a.m.** Proposals will only be accepted from contractors represented at the pre-bid site review. Interested contractors shall meet at the Bradford Island Ferry.

This is a public works project and the contractor's and all subcontractor's employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates if DIR has established prevailing wage rates for the work. The Owner has obtained from the Director of the Department of Industrial Relations the prevailing wage rates applicable to the work. Copies are on file at the office of Bradford Reclamation District 2059, and are available to interested persons upon request. Prospective bidders are responsible for determining the applicable wage classifications for this project. (Labor Code § 1773.2.) Contractor

may also obtain them at the DIR website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm

For information concerning the proposed work contact Blake Johnson by phone (916) 204-6869 or email blake_rd2059@att.net. The deadline for submitting questions is **Thursday, November 12, 2026** at **1:00 p.m**.

Payment for the work accomplished will be made monthly, but part of the amount earned will be withheld to ensure performance under the Contract. Substitution of securities for the monies withheld is permitted by the Contract Documents as an option open to the Contractor, pursuant to the provisions of Section 22300 of the Public Contracts Code.

Proposals shall be prepared in accordance with the requirements set forth in the Contract Documents, on the forms therein or copies thereof, and shall be accompanied by bid security in an amount not less than 10% of the amount of the bid. Upon being awarded the contract, Contractor shall provide a 100% Public Works Payment Bond and a 100% Performance Bond.

Except for contractors who work exclusively on small public works projects (defined below), all contractors and subcontractors who bid or work on a public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. No contractor or subcontractor may be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1.)

> Small Project Exemption - Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. These contractors are still required to pay prevailing wages, maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. The small project exemption applies for all public works projects that do not exceed:
>
> a. $25,000 for new construction, alteration, installation, demolition or repair
> b. $15,000 for maintenance

The Contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR. (Labor Code § 1771.4.)

No Proposal will be accepted from a contractor who has not been licensed in accordance with the laws of this State to perform the work herein described and who does not possess a Class A license or its equivalent for the type of work called for under this project.

The Owner reserves the right to reject any or all Proposals, or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 90 days from the bid opening date.

The Contract time for performance shall begin on the date specified in the written Notice to Proceed and shall extend through **December 18, 2026**.

As used in the Contract Documents, "District", "RD2059", and "Owner" all refer to Bradford Reclamation District 2059.

Date: _____ By: _____

Blake Johnson, PE
District Engineer
Bradford Reclamation District 2059

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

a. Format

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

b. Document Interpretation

The Contract Documents governing the work proposed herein consist of the Bid Documents, Contract, Drawings, Specifications, all material bound herewith, addenda to the foregoing, and material incorporated by specific reference. The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of the Contract Documents, the Bidder should request, in writing, at least 6 working days prior to bid opening, an interpretation from the Engineer. Any interpretation or change in the Contract Documents will be furnished to all Bidders receiving a set of the documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is indicated on the accompanying Drawings and specified in other parts of these Contract Documents.

3. LICENSING AND REGISTRATION REQUIREMENTS FOR CONTRACTORS

Bidders and their proposed subcontractors shall hold such licenses and registrations (DIR) as may be required by the laws of the State for the performance of the work specified in the Contract Documents, including a Class A license or its equivalent for the type of work called for under this Contract. Any Bid submitted to the Owner by a Contractor who is not licensed in accordance with the California Contractors State License Law, Business and Professions Code Section 7000 et seq., or in violation of Business and Professions Code Section 7028.15, shall be considered non-responsive and will be rejected by the Owner.

4. CARB DIESEL REGULATIONS CERTIFICATES

This contract is subject to the California Air Resources Board Off-Road Diesel Regulation (Title 13 CCR § 2449). In order to be eligible to perform work under this contract, you must submit to the agency copies of the valid Certificates of Reported Compliance, as described in section 2449(n), for the fleet selected to perform work for this bid and any listed subcontractors, if applicable. If you do not submit said Certificates with your bid, your bid will be disqualified.

5. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with the site and of all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the General Conditions and the Surface and Subsurface Conditions Section of the General Specifications regarding Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

6. TYPE OF PROPOSAL

Lump Sum

When the Proposal for the work is submitted on a lump sum basis, a total lump sum price shall be submitted in the appropriate place along with amounts for the individual portions of the work. The total amount to be paid to the Contractor shall be the amount of the lump sum proposal as adjusted for additions or deletions resulting from changes in construction; however, no changes in contract price will be made for any variance between installed quantity and quantity shown on the Drawings if such variance is less than 2 percent for quantities in any separate bid item. The Bidder shall furnish a breakdown on his lump sum bid if required in the Proposal.

Unit Price

When the Proposal for the work is submitted on a unit price basis, a total price for each unit shall be submitted for each item of Work listed in the Bid schedule. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Section 27 of the Supplementary Conditions.

7. PREPARATION OF PROPOSALS

All blank spaces in the Proposal form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Any Proposal shall be deemed non-responsive and not in compliance which contains omissions, erasures, alterations, or additions of any kind, lack of signatures on the appropriate documents, or

prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The Bidder shall sign his Proposal in the blank spaces provided. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts in behalf of the corporation. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

8. STATE AND LOCAL SALES AND USE TAXES

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include all sales and use taxes.

9. SUBMISSION OF PROPOSALS

All Proposals must be submitted at the time and place and in the manner prescribed in the Invitation to Bid. Proposals must be made on the Proposal forms provided herein or photocopies of same. Each Proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. The envelope shall also be marked to indicate the Bidder's name and mailing address and the project title.

10. FACSIMILE OR WRITTEN MODIFICATION OF PROPOSAL

Any Bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The written communication should state the addition or subtraction or other modification so that the final prices or terms will be clear to the Owner when the sealed bid is opened. Facsimiles will not be accepted.

11. NAMING OF SUBCONTRACTORS

Bidder shall submit with his Proposal the names and business addresses of each subcontractor who will perform work under this Contract in excess of one-half of 1 percent of the amount of the total bid, and shall list the portion of the work which will be done by such subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work himself.

12. WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals either by facsimile or written request. No Proposal may be withdrawn after the time scheduled for opening of Proposals, unless the time specified in Article, AWARD OF CONTRACT, of these Instructions to Bidders shall have elapsed.

13. BID SECURITY

Proposals must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in an amount not less than 10 percent of the total amount of the Proposal. This bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of 90 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish the required Performance Bond, Payment Bond, and Insurance Certificates.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially in form and content.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the Bond.

14. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return checks given as bid securities to Bidders whose Proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned.

15. AWARD OF CONTRACT

Within 5 calendar days after the opening of Proposals, the Owner expects to award the contract to the lowest responsive responsible bidder, unless all or some of the bids are rejected. If the lowest responsive responsible Bidder refuses or fails to fulfill the terms outlined in the Notice of Award within ten (10) days after delivery of the Notice of Award, the District may award the Contract to the second lowest responsive responsible Bidder. If the second lowest responsive responsible Bidder refuses or fails to execute the Contract within ten (10) days after delivery of the Notice of Award, the District may award the Contract to the third lowest responsive responsible Bidder. Such times shall be subject to extension by written agreement between the District, the Bidder and the Bidder's surety.

16. BASIS OF AWARD

The award will be made on the basis of the lowest bid received from a responsive and responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. When projects are paid for in part with state or federal funds, the award will be made on the basis of that Proposal submitted by the responsible Bidder submitting the lowest bid acceptable to the financing agency.

The Owner reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

The low Bidder on estimated Not-to-Exceed amount Proposals will be the lowest written estimated Not-to-Exceed amount without consideration of applicable Deductive Alternatives or Additive Alternatives.

17. EXECUTING OF CONTRACT

The successful Bidder shall, within 10 days, not including Sundays and legal holidays, after receiving Notice of Award, sign and deliver to the Owner the Contract hereto attached together with the acceptable bonds and insurance certificates as required in these Documents. Within 10 days, not including Sundays and legal holidays, after receiving the signed Contract with acceptable bonds and insurance certificates from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

18. CONTRACT BONDS

a. Performance Bond

The successful Bidder shall file with the Owner, at the time of execution of the Contract, a Performance Bond acceptable to Owner in the full amount of the Contract, as security for the faithful performance of the Contract for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, for a period of 1 year after the date of final acceptance of the work by the Owner. Said Bond shall also provide that any modification or changes to the contract terms, including changes in the completion date, shall not affect or reduce the obligations of the surety, and that surety waives any notice thereof. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the Owner, and shall be authorized to do business in the state.

b. Payment Bond

The successful Bidder shall file with the Owner at the time of execution of the Contract, a Public Works Payment Bond satisfactory to Owner in the full amount of the Contract, as security for the payment of all persons supplying labor and materials for the construction of the work which shall contain provisions which satisfy Sections 3247 through Section 3252 of the California Civil Code. The surety furnishing these bonds shall have a sound financial standing, a record of service satisfactory to the Owner, and shall be authorized to do business in the State.

c. Power-of-Attorney

The Attorney-in-Fact (Resident Agent) who executes the Performance Bond or Payment Bond in behalf of the surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the surety on the date of execution of the bonds.

19. CERTIFICATE OF INSURANCE

The successful Bidder shall file with the Owner, at the time of delivery of the executed Contract, a Certificate of Insurance evidencing insurance coverage satisfactory to Owner, which insurance shall be maintained at Bidder's own cost and expense during the life of the Contract, or longer

when required, all as set forth in Section 5 of the General Conditions and Section 2 et. seq. of the Supplementary Conditions bound herewith.

20. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS AND INSURANCE CERTIFICATES

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract and furnish the prescribed bonds and Certificates of Insurance shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner. It is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the bidder fails to enter into a Contract.

21. PREVAILING WAGE RATES

This is a Public Works Construction Project requiring that the Contractor and all subcontractors comply with Sections 1770 - 1815 of the Labor Code concerning payment of prevailing wage rates, hiring of apprentices, etc. A summary of those conditions is attached to the Agreement to be executed by the District and the successful Bidder, in Part 2 of this Bid Package.

22. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time of completion of the work to be performed under this Contract is of the essence to the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The Contract time for performance shall begin on the date specified in the written Notice to Proceed and shall extend through **December 18, 2026**. Failure to timely complete said work, unless excused under the terms of the Contract, shall entitle Owner at its option to collect liquidated damages in the amount of $250.00 each calendar day until completed. Contractor understands and agrees that this public works project will create public benefits, the delay of which will cause incalculable losses to the District and the public, and that the above sum is a reasonable attempt by the District to quantify such losses. The Contractor and Owner agree to the afore stated amount

Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

23. DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of this chapter.

24. BID PROTESTS

Any bid protest must be submitted in writing to the District before 2:00 p.m. 24 hours following bid opening. The initial bid protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The District will issue a decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information that should be submitted with the bid. Bidder's signature is required on all of the documents indicated below. Omission of signature may be grounds for rejection of the bid. Bidders' submittals should include, but are not limited to, the following:

ITEM		
1.	Proposal (Bid Form & Bid Schedule)	_____
2.	Bidder's Checklist	_____
3.	Bidder's Bond or other Security	_____
4.	Power-of-Attorney for Surety's Agent to execute Bidder's Bond	_____
5.	Authority to sign Proposal if signature is by agent other than officer of corporation, partner, or owner	_____
6.	Acknowledgment of any Addenda	_____
7.	List of Subcontractors	_____
8.	List of Suppliers	_____
9.	Non-Collusion Affidavit (to be notarized and attached to Proposal)	_____
10.	CARB Off-Road Diesel Certificates	_____
11.	DIR Registration Number	_____

Signature of Bidder _____

* * * * * *

BID FORM

To: Bradford Reclamation District 2059 (mailing)
c/o Blake Johnson, PE
PO Box 1059
Oakley, CA 94561

For hand delivery:
Bradford Reclamation District 2059 (mailing)
c/o Blake Johnson, PE
6329 Bethel Island Rd, Suite A
Bethel Island, CA 94511

For: Levee Crown Rehabilitation Project

Submitted by:

_____ __ A Corporation

__ A Partnership

__ An Individual

Principal office:

_____

_____

Person to contact for additional information on this submittal:

Name:

_____

Address:

_____

Phone:

_____

Email:

_____

BIDDERS DECLARATION AND UNDERSTANDING

THE UNDERSIGNED BIDDER having familiarized himself with the Work required by the Contract Documents, all site conditions where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting the performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached and to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence, permits and services required to perform the Work, to the satisfaction of Owner and to provide all required Bonds, insurance and submittals.

The undersigned bidder agrees to furnish the required bonds and evidence of insurance and to execute the contract and deliver the same to Owner within ten (10) working days after receipt of Notice of Award by the Owner.

The Bidder further agrees that in the event he fails to comply with the foregoing provisions, the Bid security accompanying this Bid shall become the property of Bradford Reclamation District 2059 and said District shall be entitled to the full benefit thereof.

BID SCHEDULE

Bid Schedule – Levee Crown Rehabilitation					
Line Item	**Item Description**	**Estimated Quantity**	**Unit**	**Unit Price**	**Total Price**
1	¾" Class II Aggregate Base	6,000	Ton	**$**	**$**
2	Traffic Signs	1	LS	$	$
				TOTAL:	**$**

Notes:

1. All quantities are in-place quantities.
2. Prices must be submitted on all individual items of this Bid Schedule. Failure to do so will result in rejection of bids.
3. The cost of mobilization and demobilization shall be included in the individual items of this Bid Schedule.
4. 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.

Owner will award the contract to the lowest responsive responsible bidder upon the basis of the total base bid price in the Bid Schedule unless the District elects to reject all or some of the bids.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

Dated in _____ this _____ day of _____, 20____.

BUSINESS ADDRESS OF BIDDER:

_____

_____

_____

SIGNATURE OF BIDDER:

_____

Contractor's License Number_____ Expiration Date_____

License Classification _____

DIR Registration Number_____ Expiration Date_____

A. If an Individual: _____, doing business as _____

B. If a Partnership: _____

By _____, partner

If a Corporation: _____

(a _____ Corporation)

By _____

Title _____ (SEAL &) (ATTEST)

C. If Bidder is a joint venture, appropriate parties must sign below.

Contractor's License Number _____

If managing partner is an Individual:

_____

_____

doing business as _____

If managing partner is a Partnership:

_____

By _____

_____

Title _____

If managing partner is a Corporation:

_____

(a _____ Corporation)

Title _____ (SEAL &) (ATTEST)

* Attached hereto and made a part hereof is:

1. Statement and Bidder's Bond
2. List of Subcontractors
3. Non-collusion Affidavit (notarized)

BIDDER'S BOND

Herewith find deposit in the form of a certified check, cashier's check, or bid bond in the amount of $_____, which amount is not less than ten percent (10%) of the total bid.

Signature _____

- -

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound, unto the Bradford Reclamation District 2059 as Obligee in the penal sum of _____ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for construction of the _____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall provide evidence of required insurance and give bond for payment of material and laborers and for the faithful performance thereof, with Surety and Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20___.

_____
Principal

_____
Surety

- -

_____, 20___

Received return of deposit in the sum of $_____.

_____
Signature

LIST OF SUBCONTRACTORS

Pursuant to the provisions of Section 4100 to 4133, inclusive, of the Public Contract Code of the State of California, every Bidder shall in his Bid set forth:

a. The name, location of the place of business, the California contractor license number, and public works contractor registration number of each Subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid and the portion of the work which will be done by each such subcontract. If the Bidder fails to specify a contractor for any portion of the work, the Bidder agrees to perform that portion himself. The successful Bidder shall not, without the consent of the Owner, either:
   1. Substitute any person as Subcontractor in place of the Subcontractor designated in the original Bid.
   2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the Bid.
   3. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total Bid as to which his original bid did not designate a Subcontractor.
   4. Persons or entities exempt from the contractor's licensing laws (e.g. engineers, etc.) are **not** to be listed on this form.

Brief Description and Portion of Work	Name of Contractor and Business Address	Contractor License No.	DIR Registration No.

LIST OF MATERIALS SUPPLIERS AND SOURCES

Suppliers or sources of materials listed below, to be used for construction of Project, shall be provided:

Material	Name of Supplier or Source
¾" Class II Aggregate Base	

_____

(Signature of Bidder)

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDERS AND SUBMITTED WITH BID

State of California)

) ss.

County of _____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid; that 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, 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 this declaration is executed on _____, at _____, California.
(date) (city)

_____
(Signature of Bidder)

NOTICE OF AWARD

To:

Address:

Project: Bradford Reclamation District 2059
Levee Crown Rehabilitation Project

The Contract Price of your contract is $_____.

Two copies of the proposed Contract Documents accompany this Notice of Award.

Upon commencement of the work, you and each of your subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

You must comply with the following conditions precedent within ten (10) days following the receipt of this Notice.

- You must deliver to the District two fully executed counterparts of the Contract.
- You must deliver to the District the Faithful Performance Bond.
- You must deliver to the District the Payment Bond.
- You must deliver to the District the insurance certificates required by Section 5.2 of the General Conditions this Contract.
- You must deliver to the District the Workers Compensation Certificate required by Section 1861 of the Labor Code.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, your bid bond forfeited as liquidated damages, void this Notice of Award, and award the Contract to the next responsible and responsive bidder. Within ten (10) days after you comply with the above conditions, the District will return to you one fully signed counterpart of the Contract with the Contract documents attached.

Bradford Reclamation District 2059

By: _____

Its: _____

Adopted: _____

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 20_____, by and between, Bradford Reclamation District 2059, California, sometimes referred to in these Contract Documents as "District", "RD2059", or "Owner", and _____, referred to in these Contract Documents as "Contractor":

WITNESSETH:

THAT WHEREAS: in accordance with law, Owner has caused Contract Documents to be prepared for and in connection with the Levee Crown Rehabilitation Project; and

WHEREAS, Contractor, in response to the Invitation to Bid, has submitted to Owner, in the manner and at the time specified, a sealed Bid in accordance with Instructions to Bidders; and

WHEREAS, Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted, and has determined Contractor to be the lowest responsible Bidder for the Work and has duly awarded to Contractor a contract therefore, for the sum or sums named in Contractor's Bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, Owner for itself and its successors, and Contractor for itself, himself, or themselves, and its, his, or their successors and assigns, and its, his, or their executors and administrators, as follows:

ARTICLE I. The Contractor shall perform and complete all work in a good and workmanlike manner to the reasonable satisfaction of the Owner, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence, services and permits required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the Work included in and covered by Owner's official award of this contract to Contractor, such award being based on the acceptance by Owner of Contractor's Bid.

ARTICLE II. Owner shall pay to Contractor for performance of the Work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the Contract Documents) of _____ Dollars ($_____) for all.

Work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

ARTICLE III. Contractor shall complete all Work by December 18, 2026.

ARTICLE IV. The Contract Documents which comprise the contract between Owner and Contractor, attached hereto and made a part hereof, consist of this Agreement and that bound document entitled " Levee Crown Rehabilitation Project," and the documents identified below.

- Addenda number.
- Notice of Award.
- Certificates of Insurance, Payment Bond, Performance Bond.
- Notice to Proceed.
- Any Modifications (as defined in General Conditions) duly delivered after execution of this Agreement.
- Drawings with each sheet bearing the following general title:

BRADFORD RECLAMATION DISTRICT 2059
LEVEE CROWN REHABILITATION PROJECT

- Notices of Substantial Completion.
- Notices of Final Completion and Acceptance.

ARTICLE V. Contractor shall comply with, and he shall require compliance from all Subcontractors, with the requirements of Sections 1770 through 1815 of the California Labor Code, and as summarized in the "Public Works Contract Conditions" attached hereto and made a part hereof by this reference.

ARTICLE VI. In accordance with Section 22300 of the Public Contracts Code, if the Contractor so requests, Owner shall deliver to Contractor any retainage withheld by Owner if Contractor secures at his own expense and deposits with the District or a state or federally chartered bank as escrow agent, acceptable securities equivalent to the amount withheld.

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

Name of Contractor: _____

Business Address: _____

_____

Telephone: _____

Fax: _____

Date: _____

By: _____ (SEAL &) (ATTEST)

License No. _____ Expiration Date_____

License Classification _____

DIR Registration Number and Expiration Date _____

Date: _____

By: _____
Robert Davies
President, Bradford Reclamation District 2059

PART 2 - PUBLIC WORKS CONTRACT CONDITIONS

GENERAL

The Contractor is responsible for its own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Sections 1770 through Section 1815 of that Code. Those requirements are set forth below. The term "Contractor" shall hereafter refer to the Prime or General Contractor, with whom the District has contracted pursuant to this Agreement. The term Subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this contract.

Contractor and subcontractors shall be obligated to follow all federal and state COVID-19 protocols in effect at the time of contract performance.

WAGES

1. Pursuant to Section 1773.2 of the California Labor Code, Bradford Reclamation District 2059, has on file at the District office copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request. The contractor is responsible for determining which wage classifications are applicable to this project. (Labor Code § 1773.2.) Contractor may also obtain of the prevailing wage rate at the DIR website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm

2. The Contractor shall post copies of the prevailing per diem wage rates at the job site during the term of this project.

3. Pursuant to Sections 1774 and 1775 of the Labor Code, the Contractor and any Subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this contract. Failure to so comply will result in a forfeiture of up to $200 per day per violation (the amount being determined by the labor commissioner), and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.

4. Pursuant to Labor Code Section 1776, the Contractor and each Subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid each workman employed by him in connection with the public work. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these provisions is a misdemeanor, and shall also result in a penalty of $100.00 per calendar day as set forth in subsection (h).

5. Pursuant to Section 1773.1 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are

set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations thirty days prior to the call for bids.

6. Unless the contract amount of the general contractor, or the contract amount of a specialty contractor not bidding for work through a general or prime contractor, is under $30,000, the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire, apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to apprenticable crafts or trades as applicable under Section 1777.5.

HOURS OF LABOR

7. Pursuant to Section 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any Subcontractor in excess of eight hours per day, and forty hours in any one week, shall be compensated at not less than one and half times their basic rate of pay. Violation of this condition shall result in a penalty of $25.00 per day per workman so underpaid.

WORKMAN'S COMPENSATION

8. Pursuant to Section 1860 of the Labor Code, the Contractor and any Subcontractor shall secure the payment of compensation to his employees, in accordance with the provisions of Section 3700 of the Labor Code.

LABOR LAW RELATED

9. All contractors and subcontractors who bid or work on a public works project must be registered with the Department of Industrial Relations (DIR) and pay an annual fee. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. No contractor or subcontractor may be awarded a public works contract unless registered with DIR. (Labor Code § 1771.1.)

10. The contractor must post all job site notices required by regulation. This project is subject to compliance monitoring and enforcement by DIR. (Labor Code § 1771.4.)

11. This is a public works project and the contractor's and all subcontractors' employees must be provided certain benefits pursuant to Section 1720 et. seq. of the Labor Code, including the payment of prevailing wage rates, if prevailing wage rates have been established by DIR.

WORKERS COMPENSATION CERTIFICATE

I, _____, of _____,

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

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

Signature: _____.

Date: _____, 20___, at _____.

PUBLIC WORKS PAYMENT BOND

PERFORMANCE BOND

INSURANCE DOCUMENTATION

General Conditions

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

"Addenda" - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

"Application for Payment" - The Engineer-approved form used by Contractor in requesting payments, including accompanying documentation required by Contract Documents.

"Bid" - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" - Any person, firm or corporation submitting a Bid for the Work.

"Bonds" - Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"Change Order" - A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

"Contract Documents" - The Agreement, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Invitation to Bid, Instructions to Bidders, Contractor's Bid, the Bonds, the Notice of Award, the Notice to Proceed, these General Conditions, the Supplementary Conditions, the Public Works Contract Conditions, the Specifications, Drawings and Modifications.

"Contract Price" - The total moneys payable to Contractor under the Contract Documents.

"Contract Time" - The number of days stated in the Agreement for the completion of the work, computed as provided in these General Conditions; or the date set forth in the Agreement.

"Contractor" - The person, firm or corporation with whom Owner has executed the Agreement.

"Day" - A calendar day of twenty-four hours measured from midnight to the next midnight.

"Drawings" - The drawings which show the character and scope of the work to be performed and which have been prepared or accepted by Engineer or Design Engineer and are referred to in the Contract Documents.

"Engineer" - The person or firm so designated in the Supplementary Conditions.

"Field Order" - A written order issued by Engineer which clarifies or interprets the Contract Documents or orders minor changes in the work but shall not change the Contract Time or Contract Price.

"Modification" - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Engineer, or (d) a written order for a minor change or alteration in the work issued by Engineer. A Modification may only be issued after execution of the Agreement.

"Notice of Award" - The written notice by Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Owner will execute and deliver the Agreement to him.

"Notice to Proceed" - A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

"Owner" – Bradford Reclamation District 2059, a public entity.

"Project" - The entire construction to be performed as provided in the Contract Documents.

"Resident Project Representative" - The authorized representative of Owner or Engineer who is assigned to the Project site or any part thereof.

"Shop Drawings" - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

"Specifications" - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

"Subcontractor" - An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site, including, but not limited to, any supplier of equipment, products, materials or labor, materialman, specialty contractors, inspectors, testers.

"Substantial Completion" - The date as determined by Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.

"Work" - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Document, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

"As ordered, as directed, as required, as permitted, as allowed" - The order, directions, requirement, permission, or allowance of Owner or Engineer is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that Owner or Engineer or Design Engineer has any authority or responsibility for supervision of Contractor's forces or construction means, methods, techniques or sequences of operations nor for safety in, on, or about

the site, as these are the sole responsibility of the Contractor and therefore being strictly reserved for Contractor.

“Reasonable, suitable, acceptable, proper, satisfactory” - The terms reasonable, suitable, acceptable, proper, and satisfactory means such to Owner or Engineer and are intended only to the extent of judging compliance with the Contract Documents.

“Understood and agreed” - Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

2. PRELIMINARY MATTERS

2.1. Execution of Agreement

The Agreement and other Contract Documents will be executed as set forth in the Instructions to Bidders.

2.2. Delivery of Bonds

When he delivers the executed Agreement to Owner, Contractor shall also deliver to Owner such Bonds as he may be required to furnish in accordance with Instructions to Bidders.

2.3. Copies of Documents

Owner shall furnish to Contractor the number of copies of the Contract Document set forth in Supplementary Conditions.

2.4. Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Technical Specifications - General Requirements and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents. Contractor further represents that he currently holds a valid Class A contractor’s license, which will be valid for the duration of the Project.

2.4.1. Contractor Statement

Pursuant to Business and Professions Code Section 7030, Contractors are required by law to be licensed and regulated by the Contractor’s State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission

pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

2.4.2. Ineligible Contractors

Pursuant to Public Contract Code Section 6109, a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code shall not bid on, be awarded, or perform work on this Project. No contractor shall perform work on this Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code

2.5. Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the 30th day after the day of Bid opening or the 10th day after the day on which Owner delivers the executed Agreement to Contractor. A Notice to Proceed may be given at any time within thirty days after the day on which Owner delivers the executed Agreement to Contractor. No work shall be performed during the period of October 1 to April 15 without prior written authorization from District's Engineer.

2.6. Starting the Project

Contractor shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No work shall be done at the site prior to the date on which the Contract Time commences to run.

2.7. Before Starting Construction

Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the drawings or specifications.

Within ten days after delivery of the executed Agreement by Owner to Contractor, Contractor shall submit to Engineer for review, an estimated progress schedule indicating the starting and completion dates for the various stages of the Work, and a preliminary schedule of Shop Drawing submissions and other specified schedules. The progress schedule shall be a Critical Path Method (CPM) schedule with a maximum ten (10) day event length and shall be presented as a bar chart.

3. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between Owner and Contractor. They may be altered only by a Modification.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall

call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to Owner or Engineer for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably by inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. Availability of Lands

Owner shall furnish, as indicated in the Contract Documents and not later than the date when needed by Contractor, the lands or easements upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If Contractor believes that any delay in Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefor as provided in these General Conditions. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. Unforeseen Physical Conditions

Contractor shall promptly notify Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Engineer will promptly investigate those conditions and advise Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, Owner shall obtain the necessary additional surveys and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order shall be issued incorporating the necessary revisions.

4.3. Reference Points

Owner shall provide Engineering surveys for construction to establish reference points which in his judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Supplementary Conditions), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of Owner. He shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor shall replace or accurately relocate all reference points so lost, destroyed or moved.

4.4. Construction Interferences

As used in Section 4, paragraphs 4 through 11, inclusive, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. The term "service connection" shall be understood to mean all or any portion of a pipeline (including sewer house laterals), conduit, wire, cable or duct, including meter, between a utility distribution line and an individual customer, or customers when served by a single service connection. And the term "construction interference" shall be understood to include any utility or service connection within the limits of excavation or over-excavation required for the work under the Contract as shown or as ordered by the Engineer, or any utility or service connection located in the space which will be required by any of the work under the Contract.

In the event any utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the Engineer, and following notification to the owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be reconstructed as promptly as possible and returned to its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of the disturbed utility. The Contractor's responsibility under this Section to remove or replace shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.

During the performance of the work under this Contract, the owner of any utility affected by the work shall have the right to enter when necessary upon any portion of the work site for the purpose of maintaining service and for making changes in or repairs to said utility.

The Drawings show the approximate positions of known utilities in the immediate vicinity of the work, but neither the Owner, Engineer nor Design Engineer guarantee that all existing utilities are shown, nor that the locations are accurate. Service connections normally are not shown on the Drawings. The Contractor shall call Underground Service Alert (USA) forty-eight (48) hours prior to commencing any excavation, and shall ascertain from records or otherwise, the existence, horizontal and vertical position, and ownership of all existing utilities and service connections. If the Contractor discovers any utility in the line of the work that is not shown on the Drawings, he shall immediately notify the Engineer of the utilities existence. The Owner shall not be liable for any consequences arising from a service connection being incorrectly located in the field by the agency having jurisdiction over said service connection.

All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing a main or trunkline utility facility that actually constitutes a construction interference, when said utility is <u>not shown</u> with reasonable accuracy as an interference <u>or is omitted</u> from the Drawings, will be paid for by the Owner as provided for in Section 11. In such case, the Owner will also compensate the Contractor for equipment on the project necessarily idled during and by reason of such work. The Owner’s obligation to repair damage to such a facility and to compensate

the Contractor for idled equipment shall not extend to damage resulting from the failure of the Contractor to use reasonable care.

All costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection other than those described in this Section herein shall be borne by the Contractor.

The Contractor shall not be assessed liquidated damages for failure to complete the work on time to the extent that such delay was caused by failure of the Owner or of the agency having jurisdiction over the utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance or replacement.

The Owner reserves the right, upon determination of the actual position of existing utilities and service connections, to make changes in alignment or grade of the Owner's facilities when, by so doing, the necessity for relocation of existing utilities or service connections will be avoided. The Engineer will order such changes in writing. Where applicable, adjustment in the Contract price will be on the basis of the unit prices stated in the Bidding Schedule. Where unit prices in the Bidding Schedule are not applicable, adjustment in Contract price will be in accordance with Section 11.

5. BONDS AND INSURANCE

5.1. Performance, Payment or Other Bonds

Contractor shall furnish a 100% Performance Bond, 100% Payment Bond and other bonds specified in the Instructions to Bidder as security for the faithful performance and payment of all his obligations under the Contract Documents. Bonds shall be issued by such sureties as are licensed to conduct business in the state where the Project is located and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in current "Best's Key Rating Guide, Property Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located is revoked, Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to Owner.

5.2. Contractor's Liability Insurance

Contractor shall purchase and maintain such insurance (see Supplementary Condition 3 (SC-3)) as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any

person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverages and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include Owner, Engineer, Design Engineer and their consultants, directors, officers, and employees as additional insured parties. Before starting the Work, Contractor shall file with Owner, Engineer and Design Engineer certificates of such insurance, acceptable to Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least fifteen days prior written notice has been given to Owner.

6. CONTRACTOR'S RESPONSIBILITIES

6.1. Supervision and Superintendence

Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents and is satisfactory to Owner.

Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The Superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.

6.2. Labor, Materials and Equipment

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

> Pursuant to Section 3400 of the Public Contract Code, the Contract does not limit the bidding or call for the supplying of any material, product, thing or service to a specific concern. Wherever an item is specified by brand, trade name, or specific concern, the item shall be deemed to be followed by the term "or equal" unless the Specifications provide that use of the item listed is necessary in the public interest or to match other such items in use or to be used.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation, contractual or otherwise by Owner, Design Engineer or Engineer toward any Subcontractor, their employees or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner, Design Engineer or Engineer to pay or to see to the payment of any moneys due any Subcontractor, employee or employees unions or trust fund or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

The division and sections of the Specifications and the identification of any Drawings shall not control Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner, Engineer and Design Engineer, including but not limited to Sections, 5.2, 6.12, 6.13 of the General Conditions.

All Work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between Contractor and the Subcontractor which shall contain provisions that waive all rights, including, but not limited to rights of subrogation, the contracting parties and insurers may have against one another and Owner, Engineer and Design Engineer for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor.

6.3. Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the

actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. Contractor shall indemnify and hold harmless Owner, Engineer and Design Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.4. Permits

Contractor shall obtain and pay for all construction permits and licenses, shall comply with the terms of all permits (including encroachment permits), and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall also pay all public utility charges.

6.5. Laws and Regulations

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Specifications or Drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If Contractor performs any Work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising therefrom including Owners internal cost, cost for additional engineering services, testing and observations; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.6. Prevailing Wages and Payroll Records

In accordance with the provisions of Section 1770 et. seq. of the California Labor Code, the general prevailing wage rates applicable to the work have been determined by the Director of Industrial Relations, State of California. Such determination is on file at the office of the Owner, and a copy will be made available to any interested party on request.

The Contractor shall comply with the provisions of Section 1775 of the California Labor Code, one of which is that the Contractor shall forfeit as penalty up to $200 for each calendar day or portion thereof for each workman, whether employed by the Contractor or Subcontractor, paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code and, in particular, Sections 1770 to 1780, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contract or any wage rate in excess of the prevailing wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his Proposal, and will not under any circumstances be considered as the basis of a claim against the Owner on the Contract.

Section 1776 of the Labor Code enumerates certain requirements concerning the Contractor's and Subcontractors' payroll records. This section stipulates that responsibility for compliance shall be fixed upon the Contractor. Payroll records shall be maintained, be available for inspection and copies furnished in accordance with Section 1776, and in the event of noncompliance with the requirements, the Contractor is subject to the penalties as described in Section 1776.

6.7. Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

6.8. Use of Premises

Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.9. Record Drawings

Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Engineer and shall be delivered to him for Owner upon completion of the Project. (Note: Further provisions in respect of such record drawings are included in the Technical Specifications - General Requirements.)

6.10. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety in, on and about the site, and shall provide the necessary protection to prevent damage, injury or loss to:

(a) all employees, guests and visitors to the site and other persons who may be affected thereby.

(b) all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of

the Work, all necessary safeguards for its safety and protection. He shall notify Owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied and paid for by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

6.11. Emergencies

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instructions or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereto, and a Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor.

6.12. Indemnification

Contractor shall defend, indemnify and hold harmless Owner, Engineer and Design Engineer and their consultants, directors, officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from, in whole or in part, the performance of or the failure to perform the Work of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except to the extent that such damage or injury is caused by the sole negligence, active negligence, or willful misconduct of Owner. Contractor shall pay all attorney’s fees and cost of Owner, Engineer and Design Engineer to enforce this and any indemnity provision in this Agreement.

In any and all claims against Owner, Engineer or Design Engineer or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation of Contractor shall extend to the fullest extent permissible under California law.

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract exceeds $25,000 and involves trench excavation five (5) feet or more in depth, the Contractor shall submit for acceptance by a registered Civil or Structural Engineer representing the Owner, in advance of excavation, a detailed Drawing 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. Drawings shall be furnished at least five (5) days before the Contractor intends to begin trench work. If such Drawing varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, a registered Civil or Structural Engineer shall prepare the Drawing.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Engineer, the Design Engineer or any of their consultants, directors, officers, agents or employees.

As required by Section 7104 of the Public Contracts Code and in addition thereto, whenever work under the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before conditions are disturbed, notify the Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Work Site differing from those indicated; or (3) Unknown physical conditions at the Work Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

Upon written notice, the Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in Section 10 of this Contract.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of the dispute between the parties.

6.13. Damage to Work

Pursuant to Section 7105 of the Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damaged portions of the work determined to have been proximately caused by an act of God, in excess of five (5) percent of the Contract amount, provided, that the work damaged was built in accordance with accepted and applicable building standards and the Specifications and Drawings. The Contractor shall obtain insurance to indemnify (and name as additional insureds) the Owner, Engineer and Design Engineer for any damage to

the work caused by an act of God if the premium for said insurance coverage is called for as a separate Bid item in the Bidding Schedule for the work. For purposes of this Section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale, and tidal waves. Except as herein provided, damage to all Work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Owner at the Contractor's expense, regardless of the cause of such damage.

7. WORK BY OTHERS

Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. Contractor shall afford the other Contractors who are parties to such direct contracts, (or Owner if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Engineer in writing, any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to Contractor starting any such additional work. If Contractor believes that the performance of such additional work by Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

8. OWNER'S RESPONSIBILITIES

Owner shall issue all communications to Contractor through Engineer.

In case of termination of the employment of Engineer, Owner shall appoint an Engineer against whom Contractor makes no unreasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be subject to arbitration.

Owner shall furnish the data required of him under the Contract Documents promptly after they are due.

In addition to his rights to request changes in the Work, Owner shall be obligated to execute Change Orders therefore.

9. ENGINEER'S STATUS DURING CONSTRUCTION

9.1. Owner's Representative

Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the agreement between Owner and Engineer and such authority does not include the right or obligation to advise, direct or review Contractor's means, methods, sequences or techniques of construction nor safety in, on or about the site as these are solely Contractors responsibilities. The duties and responsibilities and the limitations of authority of Design Engineer, during construction are set forth in the agreement between Owner and Design Engineer and such authority does not include the right or obligation to advise, direct or review Contractor's means, methods, sequences or techniques of construction nor safety in, on or about the site as these are solely Contractors responsibilities. Engineers cannot stop or direct Contractor's work.

9.2. Clarifications and Interpretations

Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

9.3. Rejecting Defective Work

Engineer will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to Engineer's recommendation of final payment). He will also have authority to require special inspections or testing of the Work whether or not the Work is fabricated, installed or completed.

9.4. Decisions on Disagreements

Engineer or Design Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. In their capacity as interpreter and judge they will exercise their quasi-judicial efforts to ensure faithful performance by both Owner and Contractor. They will not show partiality to either and will not be liable for the results of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to Engineer for decision: which he will render in writing within a reasonable time.

Either Owner or Contractor may demand arbitration with respect to any such claim, dispute or other matter that has been referred to Engineer, except any which have been waived by the making

or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which Engineer rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days period shall result in Engineer's decision being final and binding upon Owner and Contractor. If Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

9.5. Limitations on Engineer's and Owner's Responsibilities

Neither Engineer's or Design Engineer's authority to act under this article or elsewhere in the Contract Documents nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer or Design Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

Engineer, Design Engineer or Owner will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and they will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer, Design Engineer or Owner will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

10. CHANGES IN THE WORK

Without invalidating the Agreement, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work: these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

Engineer may authorize minor changes or alterations in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If Contractor believes that any minor change or alteration authorized by Engineer entitles him to an increase in the Contract Price, he shall make a claim therefore before proceeding with the work.

Additional Work performed by Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the Work to be performed as provided herein and any other claim of Contractor for a change in the Contract Time or the Contract Price which is confirmed by Engineer.

It is Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or Change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

11. CHANGE OF CONTRACT

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

(b) Where the Work involved is covered by a lump sum contained in the Contract Documents, by application of the lump sum to the item(s) involved, or by mutual acceptance of a lump sum.

(c) On the basis of the Cost of Work, plus a Contractor’s Fee for overhead and profit (determined in accordance with the following paragraph).

11.1. Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include the following items.

(a) Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor.

Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

(b) Cost of all materials and equipment furnished incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained.

(c) Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to Owner who will then determine with the advice of Engineer, which bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

(d) Cost of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) reasonably required and employed for services specifically related to the Work.

(e) Supplemental costs including the following:

(i) The proportions of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work

(ii) Costs, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of the Contractor.

(iii) Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance

with items of said rental agreement. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

(iv) Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

(v) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.

(vi) The Cost of utilities, fuel and sanitary facilities at the site.

(vii) Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

(viii) Cost of premiums for additional bonds and insurance required because of changes in the Work.

The term Cost of the Work shall not include any of the following:

(a) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

(b) Expenses of Contractor's principal and branch office other than his office at the site.

(c) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

(d) Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

(e) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

(f) Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in the cost of the Work.

(g) Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

11.2. Contractor's Fee

The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

(a) a mutually acceptable fixed fee, or if none can be agreed upon:

(b) a fee based on the following percentages of the various portions of the Cost of the Work:

(i) for payroll costs and the cost of all materials and equipment included in the Work, the Contractor's Fee shall be ten percent.

(ii) for payment to Subcontractors, the Contractor's Fee shall be five percent; and if a Subcontractor is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

(iii) no fee shall be payable on the basis of costs of special consultants or supplemental costs.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, Contractor will submit in form prescribed by Engineer an itemized cost breakdown together with supporting data.

11.3. Deleted Work

When work is deleted, where the work does not frustrate the completion of the project as a whole but merely deletes items subsequently found unnecessary to the Work, the estimated costs of such uncompleted work shall also be deleted. Owner reserves the right to delete any portion of the Work without constituting grounds for any claim by Contractor for payment or allowance for damages.

12. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer promptly and not later than fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered promptly and not later than forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. Engineer shall determine all claims for adjustment in the Contract Time if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost, on the critical path, due to delays beyond the control of Contractor if he makes a claim therefore as provided in the preceding paragraph. Such delays shall include, but not be restricted to, acts of neglect by any separate Contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents which require performance by the Contractor are of the essence of the Agreement. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

To the fullest extent allowed by California law, no claim for damages or any claim other than for an extension of time shall be made or asserted against Owner, Engineer, or Design Engineer by reason of any delays caused by Owner, Engineer, or Design Engineer. Contractor is on notice that reasons for such delays can include the inability to obtain permits, rights-of-way, or other authorizations from other private or governmental entities. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the Owner, Design Engineer or Engineer for any direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided however that this provision shall not preclude recovery of damages by the Contractor from Owner for hindrances or delay due solely to the active negligence of the Owner, Engineer, or Design Engineer. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided for above.

13. WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1. Warranty and Guarantee

Contractor warrants and guarantees to Owner, Design Engineer and Engineer that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section.

13.2. Tests and Inspections

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish Engineer the required certificate of inspection, testing or approval. All other

inspections, tests and approvals required by the Contract Documents shall be performed by organizations acceptable to Owner and Contractor and the costs thereof shall be borne by Owner unless otherwise specified.

Contractor shall give Engineer timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of his intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer, Design Engineer nor inspection tests or approvals by person other than Contractor shall relieve Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

13.3. Access Work

Unless otherwise modified by TS 1.9, Engineer and his representative and other representatives of Owner will at reasonable times have access to the Work. Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.4. Uncovering Work

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer be uncovered for his observations and replaced at Contractor's expense.

If any Work has been covered which Engineer has not specifically requested to observe prior to its being covered, or if Engineer considers it necessary or advisable that covered work be inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore.

13.5. Owners May Stop the Work

If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.6. Correction or Removal of Defective Work

If required by Engineer prior to his recommendation of final payment, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with nondefective Work. If Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from Engineer, Owner may have the deficiency corrected or the rejected Work removed and replaced. Contractor shall pay all direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

13.7. Correction Period

If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in Supplementary Conditions) or such longer period of time as may be allowed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective Work corrected or the rejected Work removed and replaced, and Contractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

13.8. Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to final payment, also Engineer) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, Contractor shall pay an appropriate amount to Owner.

13.9. Neglected Work by Contractor

If Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, Owner, after seven days written notice to Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against Contractor if Engineer agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

14. PAYMENTS AND COMPLETION

14.1. Application for Progress Payments

On or before the first day of each month, Contractor shall submit to Engineer for review the Engineer-approved Application for Payment form filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such data and schedules as Engineer may reasonably require.

14.2. Contractor's Warranty of Title

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.3. Review of Application for Payment

Pursuant to Public Contract Code Section 20104.50, Engineer will, within seven days after receipt of each Application for Payment, either recommend payment and present the Application to Owner, or return the Application to Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. Owner shall within thirty (30) days, which includes the seven day review period, after receipt of an undisputed and properly submitted payment request pay Contractor the amount recommended by Engineer.

(a) In accordance with Public Contract Code Section 20104.50, Owner shall pay interest at the legal rate set forth in Code of Civil Procedure Section 685.010 on any Progress Payment that is undisputed, properly submitted, and not paid within 30 days. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

(b) Pursuant to Public Contract Code Section 9203, Owner will retain from each progress payment not less than five (5) percent of the estimated value of work done and materials and equipment furnished. Amounts retained will not be paid to the Contractor until the time of final payment and release on the Contract.

(c) On progress payments after ninety-five (95) percent of work has been completed, if Owner determines that the Contractor is making satisfactory progress, Owner may reduce the funds retained to an amount not less than one hundred twenty-five (125) percent of the estimated value of work yet to be completed, as determined by Owner. The sureties on the performance and payment bonds may make such reduction upon the written request of the Contractor and approval in writing.

(d) Pursuant to Section 22300 of the Public Contract Code, the Contractor may request substitution of securities for moneys withheld by the Owner and shall receive interest on the securities posted. Alternatively, Contractor may request and the Owner shall make payment of retentions earned directly to an escrow agent at the expense of the Contractor.

Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

Engineer's recommendation of any payment requested in an Application of Payment will constitute a representation by him to Owner, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his recommendation): and that Contractor is entitled to payment of the amount indicated. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction, or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials or equipment has passed to Owner free and clear of any Liens.

Engineer's recommendation of final payment will constitute an additional representation by him to Owner that the conditions precedent to Contractor's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such recommendation to Owner. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the result of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in his opinion to protect Owner from loss because:

(a) the work is defective, or completed Work has been damaged requiring correction or replacement.

(b) claims or Liens have been filed or there is reasonable cause to believe such may be filed.

(c) the Contract Price has been reduced because of Modifications.

(d) Owner has been required to correct defective Work or complete the Work in accordance with paragraphs 13.11 or

(e) of unsatisfactory prosecution of the Work, including failure to furnish acceptable submittals or to clean up.

14.4. Application for Final Payment

Upon written notice from Engineer that Work is completed and acceptable as provided in Supplementary Conditions, Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documents called for in the Contract Documents and such other data and schedules as Engineer may reasonably require.

14.5. Final Payment/Notice of Completion

If, on the basis of his observations and review of the Work during construction, his final inspection and his review of the final Application for Payment - all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, he will, within seven (7) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Assuming Engineer has recommended final payment of Contractor to Owner, Owner's Board of Directors shall review Engineer's approval for final payment at its next Board meeting and if approved, Owner shall record a "Notice of Completion" in the County Recorder's office within ten (10) calendar days after date of acceptance of the work by Owner, as required by the California Civil Code 3093, and Owner shall pay Contractor within 30 days after Owner receives the final payment request, as required by Public Contract Code 20104.50.

14.6. Release of Retention:

Pursuant to Section 7107 of the Public Contract Code, retention proceeds withheld from any payment by the Owner from the Contractor, shall be subject to the following provisions:

(a) Within 60 days after the date of completion of the Work, the retention withheld by the Owner shall be released. In the event of a dispute between Owner and the Contractor, Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this section, "completion" means any of the following:

(i) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the Owner, or its agent, accompanied by cessation of labor on the work of improvement.

(ii) The acceptance by the Owner, of the Work.

(iii) After the commencement of Work, a cessation of labor on the Work for a continuous period of 100 days or more, excluding work periods District's Engineer has otherwise excluded the Contractor from working, due to factors beyond the control of the contractor.

(iv) After the commencement of Work, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the Owner files for record a notice of cessation or a notice of completion.

If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of Contractor, and Engineer so confirms, Owner shall, upon certification by Engineer and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance of Work not fully completed or corrected is less than the retainage stipulated in the Supplementary Conditions, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payments. Such payments shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.7. Contractor's Continuing Obligations

Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

14.8. Waiver of Claims:

Any and all Change Orders shall impliedly contain a waiver, by Contractor and its Subcontractors, for any and all claims, known and unknown arising from the Contractor’s request for additional compensation, including a waiver of Civil Code Section 1542.

The making and acceptance of final payment shall constitute:

(a) a waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing and acknowledged after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

(b) a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

Final payment shall only be made after the Contractor has executed a written release of all claims against the Owner arising by virtue of the Contract. Such a release must comply with Civil Code Section 3262, an example of which appears below. In executing the release on the Contract, the Contractor may state as an exception any claim in a definite amount, furnished to the Owner and Engineer in accordance with Section 11.

The release of Contract shall be in substantially the following form:

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished

to Bradford Reclamation District 2059
(Customer)

on the job of _____ located at

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

$_____.

Dated: _____ _____
(Contractor)

By:_____
(Name and Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

15. MEASUREMENT AND PAYMENT OF BID ITEMS

15.1. ¾" Class II Aggregate Base

¾" Class II Aggregate Base (AB) material will be measured for payment by the number of tons (2000 pounds) of material placed and accepted in the completed work. Tonnage will be determined by either displacement measurement or scale weight measurement. Unit price shall include but not limited to; mobilization, trucking, materials, scarification, placement, compaction, scarification, and demobilization.

There shall be no adjustment to contract prices for increases or decreases in quantities differing from amounts estimated on the bidding schedule.

Quantities of material wasted or disposed of in a manner not called for under the contract, rejected loads of material, including material rejected after it has been placed by reason of the contractor's failure to conform to the provisions of the contract, material not unloaded from the transporting vehicles, material placed outside the limits indicated on the plans or established by the Engineer, or material remaining on hand after completion of the work will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

15.2. Traffic Signs

The lump sum bid for Traffic Signs shall include:

- A minimum 5 "CONSTRUCTION AHEAD" signs. If road needs to be closed, "ROAD CLOSED" sign(s) may be substituted. Levee road cannot be closed for more than 2 hours.

16. SUSPENSION OF WORK AND TERMINATION

16.1. Owner May Suspend Work

Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in these General Conditions.

16.2. Owner May Terminate

If Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Engineer, or if he otherwise

violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven days written notice, terminate the service of Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, AND finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be incorporated in a Change Order.

Where Contractor's services have been so terminated by Owner, said termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by Owner due Contractor will not release Contractor from liability.

Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other rights or remedy, elect to abandon the Project and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit on only the Work performed and not on unperformed Work.

16.3. Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner, or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or Owner fails to pay Contractor any sum recommended by Engineer or awarded by arbitrators within thirty days of its approval and presentation, then Contractor may, upon seven days written notice to Owner and Engineer, terminate the Agreement and recover from Owner payments for all Work executed and any expense sustained plus a reasonable profit on only the Work performed and not on unperformed Work. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven days notice to Owner and Engineer, stop the Work until he has been paid all amounts then due.

17. CLAIMS/DISPUTE RESOLUTION

All public works claims of $375,000 or less between a contractor and a public agency shall be made within the times provided for, documented and responded to, and the parties shall meet and confer with respect to the claim, and the claim for any unresolved portion thereof shall be filed, all as provided for in Sections 20104.2 and 20104.4 of the Public Contract Code. A summary of such procedures are as follows.

(a) Any claim of a contractor be in writing and include documents necessary to substantiate the claim, and must be filed on or before the date of final payment, unless otherwise provided in the Contract Documents.

(b) For claims of less than $50,000, the District shall respond in writing within 45 days, unless it requests within 30 days additional documentation.

(c) For claims over $50,000 and less than $375,000, the District will respond within 60 days unless additional documentation is requested.

(d) If the claimant disputes the District's response or the District fails to respond, the claimant may within 15 days demand a conference to meet and confer for settlement of the dispute.

(e) If there is still a dispute, the claimant may file a claim under Sec 900 of Government Code.

(f) If a civil action is filed on unresolved claims, the mediation and arbitration procedures shall be in accordance with Section 20104.4 of the Public Contract Code."

18. ASSIGNMENT OF ANTITRUST OR UNFAIR BUSINESS PRACTICES CLAIMS TO OWNER UNDER PUBLIC CONTRACTS CODE § 7103.5.

In entering into a public works contract or a subcontract to supply goods, service, or materials pursuant to a public works contract, the contractor and the subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all cause 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. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

19. MISCELLANEOUS

19.1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

19.2. General

All Specifications, Drawings and copies thereof furnished by Design Engineer or Engineer shall remain his property. They shall not be used on another Project, and, with the exception of those

sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and the rights and remedies available to Owner, Design Engineer and Engineer hereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The Contract Documents shall be governed by the law of the place of the Project.

Assignments: Performance of the Contract shall not be assigned in whole or in part without written consent of the Owner. The Contractor may assign funds due or that become due to the Contractor, and assignment will be recognized by the Owner if given notice thereof, in writing, to the extent permitted by law. Such assignments of funds earned by the Contractor shall be subject to proper retention in favor of the District and to all deductions provided for in the Contract.

Supplementary Conditions

1. COUNTERPARTS OF THE AGREEMENT

Engineer shall furnish to Contractor two copies of the Agreement and other Contract Documents bound therewith. Contractor shall execute the Agreement, insert executed copies of the required bonds and power of attorney, and submit all copies to Owner. The date of contract on the Agreement and Bond forms shall be left blank for filling in by Owner.

Owner shall execute all copies, insert the date of contract on the Agreement, bond and power of attorney, and Engineer shall review and distribute. Distribution of signed copies shall be one copy each to Owner, Contractor, and Engineer.

2. ADDITIONAL BOND

In addition to a Performance Bond, as required in General Conditions, Contractor shall furnish a Public Works Payment Bond in an amount equal to 100 percent of the Contract Price. Both bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California. Such bonds shall remain in force throughout the period required to complete the work, and thereafter for a period of 365 days after final acceptance of the Work. The bonds must be executed by a duly licensed surety company, which is listed in the latest Circular 570 of the United States Treasury Department, as being acceptable as surety on federal bonds. No sureties liability on the bonds shall exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof prescribed in these Contract Documents shall in no way affect or alter the liability of the Contractor to the Owner as set forth herein. Letters of credit will not be accepted in lieu of bonds.

3. INSURANCE REQUIREMENTS FOR CONTRACTOR

The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Contract, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors.

3.1. Workers' Compensation and Employer's Liability Insurance

The Contractor and all sub-contractors shall insure, under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Act amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. This insurance shall contain a waiver of subrogation against the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants.

3.2. Comprehensive General Liability Insurance

Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:

(a) a minimum combined single limit of liability of $3,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;

(b) a minimum limit of liability of $3,000,000 each person for personal and advertising injury liability;

(c) a minimum limit of liability of $3,000,000 each occurrence for products/completed operations liability. The products/completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;

(d) a general aggregate limit of not less than $3,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;

(e) an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

(f) XCU coverage for claims arising from explosion, collapse and underground damage;

(g) Accidental spillage, cleanup and other related costs;

(h) Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein

(i) Deductibles shall not exceed $5,000 per occurrence and shall be the sole responsibility of the Contractor;

(j) Coverage for Cross Liability and coverage for Severability of Interest shall be included;

(k) Claims made policies are not acceptable;

3.3. Automobile Liability Insurance

Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $3,000,000 per occurrence, and shall include:

(a) An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

(b) Coverage for Cross Liability and coverage for Severability of Interest.

3.4. Property Insurance

Property Insurance shall be on a Builder's all-risk policy form and shall include:

(a) A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

(b) Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

(c) Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

(i) lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

(ii) theft, vandalism, malicious mischief, and water damage;

(iii) collapse, flood including tidal waves or overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

(iv) removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

(v) falsework, temporary buildings and safety devices used by the Contractor to perform the Work;

(vi) portions of the Work stored on and off the site and in transit when such portions of the Work are included in an Application for Payment;

(vii) and shall cover compensation for the services of the Design Engineer and the Engineer required as a result of the insured loss.

(d) Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

(e) Deductibles shall not exceed $5,000 per occurrence with a deductible aggregate of $5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

3.5. Certificates of Insurance

Prior to beginning any Work, the Contractor shall file with the Owner, Design Engineer and Engineer, Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements as required in Section 5.2 of General Conditions. The certificates shall

name each additional insured required by these General Conditions, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, Design Engineer and Engineer shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

3.6. Property Insurance: Adjustment of Loss.

A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account, and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

4. INTENTIONALLY LEFT BLANK

5. SPECIFICATIONS

The Specifications which govern the materials and equipment to be furnished and the Work to be performed under this contract are listed in the Table of Contents at the beginning of this volume.

The Specifications as a whole will govern the construction of the entire Work. The applicable provisions thereof will govern Work to be performed under each section of the contract.

6. DRAWINGS

The Contract Drawings shall be as listed in the Agreement, Article IV.

7. OWNER

Owner is Bradford Reclamation District 2059 acting through its Board of Directors and their duly authorized agents. All notices, letters, and other communication directed to Owner shall be addressed and mailed to:

Bradford Reclamation District 2059
Blake Johnson, PE, District Engineer
P.O. Box 1059
Oakley, CA 94561

Or dropped off at:

Bradford Reclamation District 2059
Blake Johnson, PE, District Engineer
6329 Bethel Island Rd, Ste A
Bethel Island, CA

8. ENGINEER

All duties and responsibilities assigned to Engineer in the Contract Documents, with the corresponding rights and authority, will be assumed by the person or firm designated by Owner. This project will utilize the District's Engineer.

9. RESIDENT PROJECT REPRESENTATIVE

Owner may furnish a Resident Project Representative and assistants to aid Engineer in carrying out his responsibilities at the site.

10. RESPONSIBILITY FOR PAYMENT

Except for items specifically identified as provided by Owner, Contractor shall pay for all labor, materials and other costs incurred under this contract.

11. DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT

Contractor's Application for Payment shall be accompanied by the Documentation specified herein.

11.1. Materials and Equipment.

If payment is requested for materials and equipment not incorporated in Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance. Payment for such materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.

11.2. Schedules and Data.

Each Application for Progress Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by Engineer.

11.3. Documentation for Final Payment.

Contractor's Application for Final Payment shall be accompanied by consent of the Surety to final payment.

12. RETAINAGE

Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

a. Retention of 5 percent of payments authorized until the Work is substantially complete.

b. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be reduced to 5 percent or to the amount necessary to assure completion of the contract Work.

13. PARTIAL UTILIZATION

Owner has the right to take possession of or use any completed or substantially completed portions of the Work at any time, but such taking possession or use will not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the Contract Time or change in the Contract Price.

Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a Change Order.

Facilities substantially completed in accordance with the Contract Documents which are occupied or used by Owner prior to Substantial Completion of the entire Work will be defined by Engineer in a written notice to Contractor fixing the responsibility for insurance, maintenance, and utilities on that part of the Work and including a tentative list of items to be completed or corrected before final acceptance.

Guarantee periods for accepted or substantially completed Work, including mechanical and electrical equipment, will commence upon the start of continuous use by owner.

All tests and instructions of Owner's personnel must be satisfactorily completed, and Owner shall assume responsibility for and operation of all facilities occupied or used except as may arise through portions of the Work not yet completed by Contractor.

14. SUBSTANTIAL COMPLETION

When Contractor considers the Work ready for full occupancy or utilization by Owner, Contractor shall declare in writing to Owner that the Work is substantially complete and request that Engineer issue a Notice of Substantial Completion therefore.

Within a reasonable time thereafter, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer shall notify Contractor in writing giving reasons therefore. If Engineer considers the Work substantially complete, Engineer shall prepare and deliver to Contractor a Tentative Notice of Substantial Completion which will fix the date of Substantial Completion, and the responsibilities between Owner and Contractor for operation, utilities, and maintenance. The notice shall include a tentative list of items to be completed or corrected before final acceptance.

"Substantial Completion" is the stage in the progress of the Work when, in the opinion of the Engineer, the Work (or designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work (or a designated portion thereof) for its intended use.

15. FINAL INSPECTION AND ACCEPTANCE

Upon written notice that Contractor considers all Work complete, Engineer shall make a final inspection with Contractor and shall notify Contractor in writing of incomplete or defective work revealed by the inspection. Contractor shall promptly remedy such deficiencies.

After Contractor has remedied all deficiencies to the satisfaction of Engineer and delivered all construction records, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents (all as required by the Contract Documents), Contractor shall be promptly notified in writing by Engineer that the Work is acceptable.

16. LIQUIDATED DAMAGES

Time is an essential condition for the performance of Contractor under this Agreement. Should Contractor fail to perform the Work within the periods of time stipulated in the Instructions to Bidder, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the amounts listed in the Instructions to Bidder per day of default unless the Contract time is extended by Owner.

17. CORRECTION PERIOD

Nothing in the Section 13 of the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the Work, and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the work.

18. OVERTIME WORK

No Work shall be done between 5:00 p.m. and 7:00 a.m. nor on Sundays or legal holidays without permission of Owner; however, emergency Work may be done without prior permission.

No Night work will be allowed due to ferry access.

19. LEGAL ADDRESSES

The business address of Contractor given in the Bid Form and Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to Contractor will be mailed or delivered. The address of Owner appearing hereinbefore is hereby designated as the place to which all notices, letters and other communications to Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to Engineer and to the other party.

20. TEST HOLES

No test holes have been made on the site of the Work. Each prospective Bidder may, at his own expense, make additional surveys and investigations as he may deem necessary to determine

conditions which will affect performance of the work. The District's Engineer and property owner's written permission must be granted prior to any excavations made on site.

21. UNDERGROUND INSTALLATIONS

Except as otherwise provided in Section 4 of the General Conditions, existing underground installations are indicated on the drawing only to the extent such information was made available to or discovered by Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenchant, by calling Underground Service Alert (USA) forty-eight (48) hours prior to beginning any work to allow the appropriate utility to mark any crossing of the Work area.

22. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that he may proceed. Compensation to Contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Contract Documents. (Reference: 80 Stat 915, 16 USC 470, and Executive Order No. 11593 of May 31, 1971).

23. INSPECTION BY PUBLIC AGENCY

Authorized representatives of the California Department of Water Resources and California Department of Fish and Wildlife shall have access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection.

24. LAYOUT OF WORK

Reference points are shown on the Drawings. The Contractor shall layout the Work ("Construction Staking") from the reference points, and shall be responsible for accurate location, alignment, elevation and level of the completed Work.

The Contractor shall reimburse the Owner for surveying needed to replace reference points lost or damaged due to the Contractor's failure to adequately protect reference points.

25. COMPACTION TESTING

Compaction Tests will be performed by the Contractor. The Contractor will pay for all tests that in accordance with these plans and specifications.

26. DESIGN ENGINEER

This projects design engineer is Blake Johnson, PE.

27. MEASUREMENT AND PAYMENT

The Work is divided into several unit price and lump sum Bid Items. The Contract Price shall equal the sum of Unit Prices bid for each item times the estimated quantity for that item listed on the Bid Schedule plus any Lump Sum prices. The estimated quantities listed on the Bid Schedule are not guaranteed to be accurate but are intended solely to determine a Contract Price.

At least five (5) days prior to the first Application for Payment, the Contractor shall submit a Schedule of Values allocating the prices for lump sum Bid Items to various trades, types of work, pieces of equipment, and major tasks to assist the Engineer in evaluating the percentage completion for each part of the Work. The Contractor's overhead and profit shall be uniformly pro-rated over all items in the Schedule of Values. The Schedule of Values shall represent the actual cost of each segment of the work and shall not allocate higher costs, overhead or profit to work items scheduled for early completion. If the Engineer objects to the allocation of cost or the level of detail provided, the Contractor shall revise and resubmit the Schedule of Values.

Payment to the Contractor shall be based on actual quantities for each type of work as determined by the Engineer from certified quantity surveys or measurements submitted by the Contractor. All surveys shall be conducted by, or under the direction of, a licensed surveyor, unless the Engineer waives this requirement in a specific instance. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Engineer. Field notes shall be kept in accordance with accepted professional practice, dated and signed. The accuracy of the surveys shall be third order or better. The Contractor shall retain copies of all such material furnished to the Engineer.

For the purpose of determining quantities for payment, the Contractor shall submit certified surveys by a licensed surveyor, certified measurements or other acceptable measurements of quantities to the Engineer with each Application for Payment. The Engineer will review the Application for Payment as specified in the General Conditions. The Engineer shall make such computations as are necessary to determine the quantities of work performed or finally in place.

Prior to commencement of work, the Contractor shall advise the Engineer in writing the name and license number of the person who will perform the required surveys and shall submit to the Engineer for approval a plan of the proposed quantity survey.

Unit Prices shall include all of the Contractor's cost including materials, labor, surveying, office and field overhead, profit and related charges. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the Unit Prices named in the Bid Schedule for the various appurtenant items of work.

28. SUBMITTALS AND PROPOSED EQUIVALENTS

Definition of Terms:

(a) "Shop Drawings" are drawings, diagrams, schedules and other data custom prepared by the Contractor or one of its subcontractors or suppliers to illustrate some portion of the Work.

(b) "Product Data" are catalogue pages, brochures, schedules, performance charts, diagrams, instructions and other information which have been highlighted or marked and certified (if required in the Technical Specifications) by the Contractor to indicate the specific items, including options, that are being submitted for some portion of the work.

(c) A "Proposed Equivalent" is an item proposed for use by the Contractor in lieu of the first specified item and warranted by the Contractor as being at least equal in quality, utility, function and appearance to the first specified item. The Contractor shall assume all costs and be fully and solely responsible for the Proposed Equivalent.

(d) "Favorable Review" by the Engineer means that based on information submitted by the Contractor and in consideration of the Contractor's warranty required by Section 13 of the General Conditions, the Contractor may provide the Favorably Reviewed item or work subject to the limitations in General Conditions, the General Requirements of Division 1, and the Engineer's review comments.

(e) The term "first specified item" or "first named maker" refers to the first product identified in the Specifications by a model number or trade name and/or by a maker's name for a specified item.

When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent items for the Engineer's review. Proposed Equivalent items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and first maker's name is followed by "or equal" with no second maker's name, it means the specifier knows of no equivalent product and the Contractor may submit Proposed Equivalent products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.

Proposed equivalent items must be submitted as required for Product Data submittals and shall include adequate technical information to fully describe the function and quality of the item. Submittals of Proposed Equivalent items that are not made within thirty-five (35) days of the Notice to Proceed will be rejected unless the Engineer has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of the Engineer for the late submittal. If the Contractor's second attempt to obtain Favorable Review of a Proposed Equivalent item is unsuccessful, the Contractor shall submit the first specified item.

Inclusion of a second maker's name indicates the maker is acceptable but does not necessarily indicate the maker offers a standard product equal to the first specified item.

Items by the second named maker are subject to the same conditions of review and compatibility as other Proposed Equivalent items.

Inclusion of a maker's name and/or model number after a specification description is not a representation that the maker will furnish an item meeting the Contract requirements at bid time or at time of need. It is the Contractor's sole responsibility to furnish items meeting the Contract requirements.

Where items are specified with a description followed by a maker's name and trade name or model number, the item shall be provided with all of the custom modifications, special features, accessories and options described even though such things may not normally be included by the maker or provider as part of the model specified. Where there is a conflict between the written description of an item and maker's trade name and/or model number, the written description shall take precedence.

The design is based on first specified items including all described custom modifications, special features, accessories and options as made by the first named maker. The Contractor shall be responsible for all cost including redesign required to accommodate a Proposed Equivalent item including items by the second named maker.

The Engineer's review of Proposed Equivalent items is based solely on information provided by the Contractor and on the Contractor's warranty that the proposed item is at least equal in quality, utility, function and appearance to the first specified item. Favorable Review of a Proposed Equivalent item has the same meaning and is subject to the same limitations that apply to the Favorable Review of Product Data and Shop Drawings described in this Section.

The Contractor shall make required submittals including Shop Drawings, Product Data, Samples and Proposed Equivalent items in time to allow for the Engineer's review and resubmittal, if required, without causing delay to the Work. The Contractor and appropriate subcontractor shall review, stamp, date and sign submittals before sending them to the Engineer. By making such a submittal, the Contractor makes the following warranty and shall include that warranty statement on its letter of transmittal.

The Contractor warrants:

1. Work or items submitted are complete, accurate and meet the requirements of the Contract Documents, or else any deviations are identified and described in a separate letter accompanying the submittal form.

2. Work or items submitted have been coordinated with and meet the requirements of other submittals, field conditions and the Work as a whole and quantities and dimensions are correct.

3. Proposed Equivalent items are at least equal in quality, utility and appearance to the first specified item, or else any deviations are identified in a separate letter accompanying the submittal form.

4. Adjustments to other work required to accommodate Proposed Equivalent items including second named items have been delineated on the submittal and will be made at the Contractor's expense.

5. This submittal includes all items needed for a particular specification section or assembly for which submittals are required.

The Engineer's review of the Contractor's submittals is done solely for the Engineer's and Owner's benefit. The Contractor agrees that the Engineer has no duty to the Contractor or any of its

subcontractors or suppliers for the accuracy, completeness or adequacy of the Engineer's review of its submittals.

The Engineer's review of submittals is for compliance with the design intent and requirements of the Contract Documents and is based solely on information provided by the Contractor and on the Contractor's warranty that the work or items submitted meet the requirements of the Contract Documents, and the Work as a whole. If later information reveals that work or items submitted or furnished do not meet the requirements of the Contract Documents or the Work as a whole, the Engineer's Favorable Review shall be void and the items or work shall be considered Defective. The Engineer's Favorable Review shall not include an examination of methods or means of construction or required safety precautions. The Engineer's Favorable Review: (1) shall not include a review of quantities or dimensions, (2) shall not relieve the Contractor from responsibility for errors or omissions in submittals, (3) shall not relieve the Contractor from responsibility for complying with the requirements of the Contract Documents, (4) shall not constitute a Change Order, and (5) shall not constitute final acceptance of a product, item or portion of the Work.

The Engineer's Favorable Review of submittals shall not relieve the Contractor from responsibility for deviations from the requirements of the Contract Documents unless the deviations are specifically called to the Engineer's attention, and the Engineer favorably reviews the specific deviations in writing.

The Engineer's Favorable Review of a re-submittal does not include a review of changes made by the Contractor to a previous submittal that were not requested by the Engineer unless the Contractor specifically calls the Engineer's attention to the non-requested changes.

Where performance type specifications are used or where pre-engineered or Contractor designed systems, elements, equipment or components are called for, the Owner, the Design Engineer and the Engineer shall have the right to rely on the Contractor's design. Favorable Review of the Contractor's design submittal shall be limited to acknowledgment that the design was prepared with the intent of meeting the specified performance criteria, but the Engineer's review shall not constitute a review of the design itself, of the designer's calculations, or of the effectiveness of the design in actually satisfying the specified criteria.

The Contractor shall allow thirty (30) days for the Engineer's review of each submittal and thirty (30) days for each resubmittal unless a different period is specified by the Engineer in writing. If the Engineer requests additional information or clarification of a submittal, the thirty (30) days shall be measured from the date the additional information or clarification is received. If the Contractor requires more than two submittals to obtain the Engineer's Favorable Review, the Contractor shall compensate the Owner for the cost of the Engineer's additional review time. The Contractor shall not perform work for which reviewed submittals are required without obtaining Favorable Review of submittals.

Submittals required for the Owner's or Engineer's information and on which the Engineer shall not be expected to take responsive action are identified in the Contract Documents.

General Specifications

1. COORDINATION OF WORK AND WORK RESTRICTIONS

1.1. Preconstruction Conference

The Engineer will schedule a conference within five (5) days after the Notice of Contract Award letter has been issued to the Contractor. The Contractor's Representative and subcontractor representatives shall attend.

At the preconstruction conference the Contractor shall submit to the Engineer:

1. Construction plan and schedule for the project.
2. Proposed plan and layout for all temporary offices, sanitary facilities, storage buildings, and storage yards.
3. Proposed construction access roads and routes.
4. Access plan for local traffic.
5. Schedule of Values for lump sum items of Bid Schedule (as required).

1.2. Progress Meetings

Meetings will be held as often as is deemed necessary by the Engineer. Meetings will normally be held weekly. Representatives of the Contractor shall attend. The purpose of the meetings will be to discuss compliance with the schedule, progress, coordination, submittals, and job-related problems and changes.

1.3. Temporary Facilities and Utilities

Prior to starting work, the Contractor shall submit to the Engineer proposed plan and layout for all temporary offices, sanitary facilities, storage buildings, storage yards, access roads and routes, temporary water service and distribution, and temporary power service and distribution. Should the Contractor require space in addition to that available on-site, the Contractor shall make his own arrangements for storage of materials and equipment in locations within the construction area, and shall provide the District a copy of the letter of authorization for storage form the property owner(s).

The Contractor shall provide and pay for all temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the project. The Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the work site where utility is necessary to perform the work. Upon completion of the Contract, the Contractor shall remove all temporary distribution systems.

The Contractor shall provide toilet and wash up facilities for his work force at the site of the work. Such facilities shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of temporary facilities and construction sites.

The Contractor shall provide for the protection of equipment and materials which deteriorate when exposed to moisture or ultraviolet light.

The Contractor shall provide all-weather parking for his workmen and the workmen employed by all subcontractors and suppliers providing work at the site.

The Contractor shall provide barricades, temporary fencing, handrails, shoring and other devices required by law and as necessary to protect new construction and materials, and to protect all persons on the job site.

All facilities installed shall meet the requirements of all applicable codes.

1.4. Work Areas

The Contractor's work area shall be confined to the landside of the levee. The limits of the work area is the levee crown.

Any staging and stockpile areas other than those provided on the Drawings shall be delineated and provided to Engineer at the pre-construction conference.

1.5. Local Construction Traffic

Local construction traffic and haul routes shall be clearly identified and provided to Engineer at the pre-construction conference.

The Contractor shall preserve and protect all existing private or project access or right-of-way roads. At the completion of work and prior to the Contractor leaving the project, he shall restore all such roads to pre-project conditions.

All access roads shall be graded at least weekly during project construction periods.

1.6. Access to the Work Area

The Contractor shall conduct his construction activities so as not to interfere with the local business or agricultural operations on private lands in the vicinity of the work.

The Contractor shall provide continuous access, at all times, to all residences, buildings, crop fields, businesses, and local traffic affected by the construction of the project. Convenient and suitable crossings for access to side roads shall be provided and maintained by the Contractor. The Contractor shall provide a plan for providing reasonable access to the Engineer at the preconstruction meeting. At any and all points along the work where the nature of construction operations in progress, and the equipment and machinery in use, are of such character as to endanger passing traffic, the Contractor shall provide such lights and signs, erect such fences or barriers, and station such guards as may be necessary to give adequate warning and to avoid damage or injury to passing traffic. Signs, flags, lights, and other warning and safety devices shall conform to applicable City, County, and State requirements.

1.7. Construction Water Supply

The Contractor shall provide his own construction water supply and shall obtain whatever approvals and permits may be required by local, State or Federal regulations to access, divert and transport such supply. Construction water for on-island use may be obtained from irrigation canals and from other locations as directed by Engineer.

1.8. Staging Areas

It is the intent of this Contract to utilize the work areas shown on the Drawings for staging, project administration buildings, and maintenance areas. By making the sites available to the Contractor, the District, and any other person or agency connected with the properties shall in no way be responsible or liable for any activity of the Contractor, subcontractors, or any individual or organization connected with the project.

The Contractor shall be responsible for furnishing all labor, equipment, supplies, and materials necessary to perform all operations required for establishing, maintaining, and providing security of the staging areas for the duration of the project.

The Contractor may provide alternate sites for staging areas. If alternative sites are to be used, they must be near the project and the Contractor must make all arrangements for their use at his own expense and in accordance with all local, State and Federal regulations. Contractor shall provide written approval for use of alternate staging areas upon request of Engineer.

1.9. Restoration of Construction Area

Temporary construction areas shall be restored to the same condition they were in prior to the beginning of any work. The Contractor shall not remove any soil or material from such areas, shall not bury any foreign materials thereon, and shall rip and regrade, if so directed by the Engineer, such areas after associated construction is completed to remedy any compaction which may have resulted from such construction activities.

All staging areas shall be restored to pre-project conditions, in accordance with the applicable provisions of this Contract or pursuant to appropriate agreements between the Contractor and the property owners for use of said staging areas.

1.10. Housekeeping and Cleanup

The Contractor shall keep the total construction area, structures and access ways free of debris and obstructions at all times. Work will not be allowed in those areas that have unsatisfactory cleanup and housekeeping as determined by the District representative in charge. At least once each day, all areas shall be checked by the Contractor and, if necessary, corrected to comply with the above requirement. Housekeeping and cleanup shall be assigned by the Contractor to specific personnel. The name(s) of the cleanup personnel shall be available at the project site; each will be supplied with a distinctively marked hard hat, to be worn from the beginning to the end of the project.

2. INSURANCE REQUIREMENTS

Landowners to be named as additional insured pursuant to Sections 5.2, 6.12, and 6.13 of the General Conditions and Section 3 of the Supplementary Conditions are as follows:

Landowner	APN

As described in Section 5.2, 6.12, and 6.13 of the General Conditions, and Section 3 of the Supplementary Conditions the Contractor shall procure and thereafter maintain during the entire period of his performance under this Contract the minimum insurance as stated in Section 3 of the Supplementary Conditions.

3. REGULATORY REQUIREMENTS

3.1. Applicable Regulations

In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this Contract, they shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.

Compliance with the provisions of this Section by subcontractors will be the responsibility of the Contractor.

3.2. Protection of Land Resources

It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural. The Contractor shall confine his construction activities to areas defined by the Drawings and Specifications, and to areas to be cleared for any other operations, as indicated on the Drawings.

Except in areas marked on the Drawings to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. Staging areas, access,

and construction roads should be located in areas and in such a manner to preserve the existing species. No ropes, cables, or guy wires shall be fastened to or attached to any existing nearby trees unless specifically authorized by the Engineer.

Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense.

3.3. Historical Landmarks and Archaeological Finds

If Contractor uncovers any archaeological artifacts or remains during the course of the work, all earthmoving activities shall cease until the county coroner or a qualified archeologist is retained by the District and the findings are evaluated. If human remains are encountered, excavation or disturbance of the location must be halted in the vicinity of the find, and the county coroner contacted. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. The Native American Heritage Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations regarding the treatment of the remains with appropriate dignity. The costs of professional services shall be borne by the District.

3.4. Protection of Water Resources

The Contractor shall not pollute streams with soil, fuels, oils, bitumens, calcium chloride, acid or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oil greases, bituminous materials, waste washing, herbicides and insecticides, and cement and surface drainage from entering public waters.

Disposal of any materials, wastes, effluent, trash, garbage, soil, grease, chemicals, etc., in areas adjacent to streams shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

4. SPECIAL PROJECT PROCEDURES

4.1. Protection of Air Quality

Air pollution restrictions applicable to this project are as follows:

1. Material may not be burned within the Contract area, at any time within the Contract period.
2. The Contractor will be required to maintain all excavations, compacted embankments, stockpiles, haul roads, access roads, plant sites, waste areas, borrow sources, and all other work areas within or without the project boundaries free from dust which would cause the

local standard for air pollution to be exceeded or which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at least twice daily or at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. The Contractor's attention is particularly drawn to the proximity of public roadways, residential areas and vineyard and the special importance of effective dust control. The Contractor shall be solely responsible for any crop damage or crop loss due to inadequate dust control.

3. Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
4. Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
5. Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, Sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.

4.2. Transportation

Regional traffic management requirements to the project are as follows:

1. The contractor shall prepare and implement a traffic control plan to allow landowner access to ferry.

4.3. Encroachment Permit

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, telegraph, or electric transmission line, fence, or any other structure, nor enter upon the rights-of-way involved until notified by the Engineer that the District has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

4.4. Environmental Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Engineer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Engineer in the administration of this Contract under the terms of the "Suspension of Work," Section 16 of the

General Conditions. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.

The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.

4.5. Salvage Materials and Equipment

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the District, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

4.6. Subcontractors

At the Engineer's discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District's interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.

A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Engineer upon the Engineer's request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the prime Contract insofar as the same may be applicable to this work.

The Contractor shall be responsible to the District and the Engineer for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District or the Engineer, or relieve the Contractor of any liability or obligation under the prime Contract.

4.7. Non-Contract Work

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Engineer.

5. SPECIFICATIONS AND DRAWINGS

The work shall conform to the following Contract Drawings and maps, all of which form a part of these Specifications and are available in the Bradford Reclamation District 2059 office.

Omissions from the Drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

The Contractor shall check all Drawings furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures marked on Drawings shall in general be followed in preference to scale measurements. Large scale Drawings shall in general govern over small scale Drawings. The Contractor shall compare all Drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

The Contractor shall keep on the work site a copy of the Drawings and Specifications and shall at all times give the Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy in the figures, in the Drawings, or in the Specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

Wherever in the Specifications or upon the Drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Engineer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Engineer, unless otherwise expressly stated.

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

5.1. Physical Data

Data and information furnished or referred to herein is for the Contractor's information.

The District shall not be responsible for any interpretation of, or conclusion drawn from, the data or information by the Contractor.

The indications of physical conditions on the Drawings and in the Specifications are the result of site investigations.

The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

The Contractor shall make his own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the District or extension of time for completion of the work.

5.2. Surface and Subsurface Conditions

It is the Contractor's responsibility to become acquainted and satisfied as to the character, quality, and quantity of surface and subsurface materials to be encountered, by inspecting the site and by evaluating information derived from exploratory work that may have been accomplished by others or included in these Contract Documents. Any failure by the Contractor to become acquainted with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The submission of a Bid shall be conclusive evidence that the Bidder has reviewed the site conditions, and is satisfied as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

Prior to Bid submittal, the Contractor may make his own subsurface investigations to satisfy himself regarding site and subsurface conditions but only after he has received necessary clearance from the following agencies and individuals:

BRADFORD RECLAMATION DISTRICT 2059
c/o BLAKE JOHNSON, PE

6. SUBMITTALS

The Contractor shall submit to the Engineer, for approval, 2 copies of submittals required for performance of the Work, including:

1. Contractor’s Construction Schedule
2. Product Data
3. Samples
4. Testing and Performance Reports
5. Manufacturer’s Certifications and Warranties

7. MONITORING EQUIPMENT

The contractor is hereby notified that the **inclinometers and piezometers**, are located within the work area. The monitoring equipment is for the Engineer’s use in evaluating earth movement and must be protected in place. Avoidance and protection of the monitoring equipment during construction of the Project is the sole responsibility of the Contractor. Equipment damaged by the

Contractor during construction of the Project will be replaced by the Engineer at the Contractor's expense. District shall mark/paint locations of equipment.

8. MEASUREMENTS

Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to the United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

8.1. Weighmaster Certificates

Copies of weigh bills or delivery tickets shall be dated and signed by the authorized weighmaster during that day and shift and shall be submitted to the Engineer or designated representative, during the progress of the work. The Contractor shall furnish the Engineer or designated representative scale tickets for each load of material weighed; these tickets shall include tare weight, identification mark of each vehicle or vessel weighed, date, time, and location of loading. Tickets shall be furnished at the point and time individual loads arrive at the work site. Delivery tickets or weigh bills not conforming to these requirements will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment.

8.2. Certified Weights

8.2.1. Scale Weight Measurement

For materials delivered by land hauling unit, measurements will be based on certified scale weight and measuring devices sealed and approved by the California Department of Food and Agriculture, Division of Measurement Standards, or its designated representative.

Scales used for measurement shall conform to the requirements for such devices as provided in Caltrans Standard Specifications Section 9-1.01, and shall, at the option of the Contractor, be either public scales or approved scales provided by the Contractor. Vehicles used for hauling materials shall be weighed empty daily, and each shall bear a plainly legible identification mark. Duplicate identification marks from different haulers is not acceptable and may be cause for rejection and non-payment of the delivery. Scales shall be sealed by a representative of the State agency referred to above at the expense of the Contractor as often as the Engineer may deem necessary to insure their accuracy.

Scales owned or operated by the Contractor shall conform to the following requirements.

1. The Contractor shall be certified and bonded as a licensed weighmaster in the State in which the work under this Contract is performed;
2. Any employee of the Contractor engaged in weighing materials under this Contract shall be deputized to perform such weighing, in accordance with the requirements of the aforementioned State agency; and

3. The Contractor shall verify the scale accuracy prior to weighing material for payment and then once a week thereafter. The scale accuracy verification requires weighing an empty truck on the nearest certified scale to determine the tare, loading the truck using the Contractor's scale, and re-weighing the truck on the same certified scale. The weight obtained from the Contractor's scale must be within one percent of the net weight obtained on the certified scale.

8.2.2. Displacement Measurement

For materials delivered to the job by barge, the measurement of materials delivered and placed will be based on the displacement of the transporting vessel. One (1) cubic foot of barge displacement will be assumed to be equivalent to 62.5 pounds of weight.

1. All barge displacement charts used for measurement and payment shall be prepared, certified, signed and dated by an independent licensed Marine Surveyor, for all barge/vessels used to transport materials to the project site. A copy of the certified charts shall be provided to the Engineer by the Contractor prior to the commencement of any material delivery and placement on site.
2. All displacement measurements shall be made at the site where the material is to be unloaded, unless otherwise directed. Transporting vessel will be free of bilge water prior to and during displacement measurements.
3. The Engineer shall be present to observe barge sticking and tabulations.
4. The barge delivering materials, when measured at the designated delivery point, shall be free from bilge water. Pumping of excess bilge water shall nullify the displacement measurements.
5. The off-loading vessel at the project site shall maintain a current, hard copy log containing the following information:
    a. Actual Displacement measurements, loaded and unloaded, for each barge of material placed. The log shall include the quarry source, the date and time of the measurements, and a signature by the skipper of the off-loading vessel certifying the measurements.

8.3. Volume

For materials measured by unit of volume of material placed or removed, measurements shall be made by cross-sectional surveys by a licensed surveyor provided by the Contractor and working at the Contractor's expense. The Contractor shall make a cross-sectional survey of the site of the specified work at appropriate intervals to determine quantity of work completed. Cross-sections shall be surveyed, perpendicular to the final centerline of the work area, at not greater than one hundred (100) foot intervals and shall extend the full width of the work area limits. The Contractor's surveyors and/or gradesetters shall establish the limits of work in accordance with the lines and grades shown on the Drawings.

8.4. Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved or the descriptions of the Bid Items found in Section 15 of the General Conditions.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Engineer in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from the weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expenses involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to perform to the provisions of the Contract; or material not unloaded form the transporting vehicle; or placed outside the lines indicated on the plans or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensations will be allowed for hauling rejected materials.

Technical Specifications

1. SUMMARY OF WORK

The Contractor shall furnish, in accordance with the Specifications and Drawings, all labor, equipment and materials required for construction of all elements of the Levee Crown Rehabilitation Project.

The work generally consists of subgrade preparation (scarification), ¾" Class II aggregate base placement, compaction, dust control, traffic contral, and other work associated with the placement of levee crown rehabilitation.

2. MOBILIZATION AND DEMOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various Contract items on the project site.

Demobilization shall consist of work and operations necessary to disband all mobilized items.

3. ¾" CLASS II AGGREGATE BASE

This work shall consist of moisture conditioning, placement and compaction of imported ¾" Class II Aggregate Base to the lines, grades and slopes shown on the Drawings or as directed by Engineer. The ¾" Class II Aggregate Base shall meet the latest Caltrans requirements.

3.1. Construction Quality Control Testing

This section covers the quality control inspection, sampling, and testing of all supplies, services and/or workmanship required to be performed under the contract. The Cont shall perform all quality control inspection and/or testing required by this contract as stated in Section SC-25 of the Supplementary Conditions.

The Contractor shall comply with the inspection requirements of the Engineer and shall provide all information or samples necessary to maintain the Engineer's quality control program. The Contractor shall remove surface material and render such assistance as necessary to facilitate sampling and testing.

The Engineer's quality control program will assure that all supplies and services required under the Contract conform to contract requirements, whether constructed or processed by the Contractor or procured from subcontractors or vendors.

Engineer will sample and perform all soil analyses of contractor-supplied materials. Soil analysis will include determining soil properties pursuant to the relevant materials specification; including developing compaction curves necessary for documenting on-site relative compaction.

Compaction testing will be tested in accordance with ASTM D 6938-17a at a rate of at least one test for every six (6) inches of material placed.

Gradation of embankment material will be tested in accordance with ASTM D 1140-17 at the rate of at least one test for every six (6) inches of material placed with additional test required when visible changes in borrow material occur or as directed by Engineer.

Construction of the embankment shall be performed under the observation the Engineer to assist in determining if the work conforms to these Specifications. The Contractor shall take such precautions as necessary to protect the Engineer from injury due to the Contractor's operations during the observation and testing operations.

3.2. Construction

Materials to be compacted shall be placed and spread in layers not more than six (6") inches in thickness prior to compaction. When, in the opinion of the Engineer, the surface of any compacted layer is too smooth to bond properly with the succeeding layer, it shall be scarified before the succeeding layer is placed thereon.

New compacted embankment shall be keyed into the patrol road on each lift. The embankment shall be compacted to a minimum of ninety (90) percent of maximum density as determined by ASTM-D1557-12.

Compaction equipment shall operate along lines parallel or concentric with the centerline of the levee being constructed, and no material variation therefrom will be permitted.

3.3. Moisture Control

Moisture shall be uniformly distributed throughout the layer prior to compaction and shall be between two (2) percent above and one (1) percent below the optimum moisture content in the compacted fill as determined by ASTM D1557-12.

The application of water shall be done at the site of excavation.

Manipulate fill materials as required to achieve uniform moisture content within the limits stated above. Supplement, as required, by sprinkling during placement and compaction.

If the material for any reason becomes too wet to permit placement as compacted embankment as specified herein, the wet materials shall be dried to the prescribed moisture content before placing in the embankments.

3.4. Construction Materials Staging

Imported embankment material shall not be temporarily placed or stockpiled within the work area to depths in excess of five (5) feet at any time during the process of construction. Materials delivered to the site shall be graded to depths not exceeding two (2) feet within 4 hours of initial placement. Placement of non-compacted imported embankment materials shall be kept separate and distinct from completed compacted embankment.

3.5. Construction Equipment

Equipment, machinery, and tools used for placement of embankment fill shall be suitable for placement, compaction and sloping and shall be maintained in a satisfactory working and good mechanical condition and subject to the approval of the Engineer.

Only equipment suitable to produce the quality of work and materials required shall be permitted to operate on the project.

Equipment shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit specified.

The Contractor shall provide adequate and suitable equipment to meet the requirements, and, when so directed by the Engineer, shall remove unsuitable, unsatisfactory, and unsafe equipment from the work and discontinue its operation.

3.5.1. Compaction Equipment

1. Tamping Rollers: Tamping roller is a heavy duty sheepsfoot roller, drawn by a crawler tractor, with two drums abreast and may also have two drum pairs in tandem or approved equivalent.

   The roller shall be equipped with cleaning fingers, so designed and attached as to prevent the accumulation of material between the tamping feet, and these cleaning fingers shall be maintained in their full length throughout the periods of use of the roller.

2. Self-Propelled Tamping Rollers: Self-propelled tamping rollers shall have wheels with tamping foot design in a chevron pattern which gives traction, penetration and compaction. Foot pattern shall be reversed on trailing drums to prevent overprinting lead drums.

   The roller shall be equipped with cleaning fingers, so designed and attached as to prevent the accumulation of material between the tamping feet, and these cleaning fingers shall be maintained in their full length throughout the periods of use of the roller.

3. Padded-Drum Vibratory Rollers: Padded-drum vibratory rollers shall be of single drum design with pads positioned in a chevron pattern over the face of the drum.

3.5.2. Watering Equipment

Watering equipment shall consist of tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable widths of surface. All equipment used for the application of water shall be equipped with a positive means of shut-off. Unless otherwise permitted by the Engineer, at least one (1) mobile unit with a minimum capacity of 2,000 gallons shall be dedicated for applying water to the aggregate base operations at all times.

3.5.3. Equipment Weight

Weight of equipment shall be limited to a maximum gross loaded axle weight of 16,000 pounds, unless prior written authorization is given by Engineer.

3.6. Grade Tolerances

Allowable tolerances for the finished fill sections shall be as follows:

1. The ¾" Class II aggregate base shall be 4 inches thick after compaction.

3.7. Product Delivery, Storage and Handling

All products shall be delivered to the site in manufacturer's unopened standard containers bearing original labels showing quantity, analysis and name of manufacturer.

All materials shall be stored in designated areas and in such a manner as to protect them from weather or other conditions that might damage or impair the effectiveness of the product.

3.8. Inspection and Tests

All compaction testing shall be performed by the contractor. Test shall be performed after each 500 tons of aggregate based placed for a total of 12 tests. Nuclear testing gage is acceptable.

3.9. Protection

Areas susceptible to vehicular or heavy foot traffic shall be protected by erecting suitable barricades immediately after seeding is completed and/or by placing warning signs of a type approved.

3.10. Traffic Signs

Traffic signs shall be "CONSTRUCTION AHEAD" and "ROAD CLOSED". Each sign shall be a minimum 36" tall. Locations and placement of signs shall be determined once final construction plan has been submitted.

4. MEASUREMENT AND PAYMENT OF BID ITEMS

4.1. Aggregate Base

Shall be Class 2 – ¾" maximum grading and shall conform to Aggregate Base Section 26 of the Caltrans Standard Specifications. The surface of the finished aggregate base at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer. Aggregate base shall not be placed on the prepared subgrade until the Engineer has given his approval of the prepared subgrade. The contract price per ton shall include full compensation for furnishing all labor, tools, materials, mobilization, demobilization, and equipment involved in constructing aggregate base complete in place as shown on the plans and directed by the Engineer. Measurement shall be by the TON.

4.2. Traffic Signs

The lump sum bid for Traffic Signs shall include five (5) "CONSTRUCTION AHEAD" signs. If levee road needs to be closed (maximum 2 hours, local vehicles shall have access to the ferry at all times), "ROAD CLOSED" shall be provided.