

Invitation for Bids

Reclamation District No. 108

Amendment 2

Reclamation District No.108 (RD-108) is making the following amendments to the Invitation for Bids. Changes are indicated by ~~striketrough~~ (deletions all amendments), *italics* (Amendment 1 additions) and *italics underlined* (Amendment 2 additions). NOTE: the fully revised Specifications are included.

Reclamation District No.108 (RD-108) requests proposal to provide the production and delivery of gravel as described in the attached Statement of Work. These services will be provided starting no earlier than ~~March 11, 2019~~ ~~March 18, 2019~~ April 3rd, 2019 and completing no later than ~~April 30, 2019~~ May 15, 2019. The total expected duration is expected to be three contiguous weeks.

The bids must be provided on the attached Quote Sheets, sealed and delivered to:

Reclamation District No. 108
ATTN: William Vanderwaal
POBox 50
975 Wilson Bend Road
Grimes, CA 95950

No later than ~~noon (12 PM) Friday, March 8th, 2019~~ ~~Four PM (4:00 PM) Thursday, March 14, 2019~~ noon (12 PM) Tuesday, March 19th, 2019.

The bids will be opened at ~~1:00 PM~~ ~~5:00 PM~~ 12:30 PM in the RD-108 Board Room and Notice to Proceed is expected to be delivered via email no later than ~~3:00 PM~~ ~~10:00 AM, Friday 15, 2019~~ 5:00 PM, Wednesday March 27th, 2019. *These changes are due to the high flows in the Sacramento River System which are not expected to drop to levels workable for this project until April.*

BIDDING INSTRUCTIONS

Reclamation District 108 reserves the right to reject any and all bid proposals, to waive any informality in a bid proposal, and to make awards as it deems appropriate in its sole discretion.

All proposals or bids shall be accompanied by a certified or cashier's check payable to: Reclamation District 108 for not less than 10 percent (10%) of the bid; or by a corporate Surety Company Bid Bond for not less than 10 percent (10%) of the bid.

*Companies supplying sureties or bonds shall be admitted to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum **A.M. Best rating of A** and have a demonstrated ability to meet their ongoing obligations to policyholders.*

Bids submitted after the fixed time deadline will not be accepted. Submitted bids may not be withdrawn after the bid opening time, regardless of whether or not bids are opened exactly at the time fixed for opening bids.

All bids are to be compared on the basis of the District Manager's estimate of the quantities of work to be done. The determination of the lowest Bidder shall be based on the bid with the lowest sum

of all Schedules.

*Bids submitted to the District by Contractors who are not licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, State of California, shall be considered non-responsive and shall be rejected by the District. Prospective Bidders shall be skilled, regularly engaged and licensed in the general class or type of work specified and **possess a valid California Class "B" Contractor's License.***

The Bidder whose proposal is accepted must furnish Performance and Payment Bonds equal to one hundred percent (100%) of the Contract price for each bond in accordance with the provisions set forth in the Project Specifications. If the Performance Bond includes a one year warranty a Maintenance Bond is not required. If the Performance Bond does not include the one year warranty, then a Maintenance Bond equal to 10% of the contract price is required.

The Bidder shall carefully examine the work site, the plans and specifications, the proposal, and contract forms. Therefore, the submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quantity, and scope of the work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

*Prime Contractors planning to subcontract any portion of the work or improvement contained in the plans and specifications, in an amount in excess of one-half of one percent ($\frac{1}{2}$ of 1%) of the Prime Contractor's total bid, or ten thousand dollars (\$10,000), whichever is greater, shall list the Subcontractor for the portion of work which will be done in accordance with California Public Contract Code, Section 4100, et seq. **Each Subcontractor is required to possess a valid California Contractor's License.***

Bidders on this work must comply with all applicable Federal, State, County and local agency requirements.

In accordance with the provisions of Sections 1770 to 1781 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages applicable to the work to be done. For more particular details, and a schedule of the applicable prevailing rate of wages, contact the office of the State's Division of Labor Statistics and Research or the nearest Bureau of Field Enforcement or the State Division of Labor Standards Enforcement.

*This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. **No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.***

Any bid protest must be submitted in writing to the District's Manager before 5:00 p.m. of the 5th business day 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 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.

GENERAL CONDITIONS

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.*
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.*

1.02 DEFINITIONS

- A. Acceptance - The formal written acceptance by the District of an entire contract, which has been completed in all respects in accordance with the plans and specifications and any modifications thereof, see Notice of Completion.*
- B. Acts of God – "Acts of God" as defined in Public Contract Code § 7105.*
- C. Bid - The offer of the Bidder setting forth the prices for the work, when filled out and submitted on the prescribed proposal form, properly signed and guaranteed.*
- D. Bidder - An individual, firm, partnership, corporation or combination thereof submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.*
- E. Bid Form - The form up on which the District requires formal bids to be prepared and submitted for the work.*
- F. Bidder's Security - The cashier's check, certified check, or Bidders bond accompanying the proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a contract with the District for the performance of the work awarded to him*
- G. Bond - A Bidder's bond, performance bond, payment bond, maintenance bond or other instrument of security.*
- H. Change Order – A document recommended by District's Representative, which is signed by Contractor and District and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.*
- I. Claim – A demand or assertion by District or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third (3rd) party is not a Claim.*

- J. *Contract* - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include any and all of the following: the Invitation to Bid, Instructions to Bidders, these General Conditions, addenda, required insurance policies and endorsements, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.
- K. *Contract Documents* - The contract documents shall include any and all of the following: the Agreement, these General Conditions, Invitation to Bid, Instructions to Bidders, Supplemental Instructions, Bid Forms, notice to contractors, bid proposal, plans, specifications, addenda (if any), required insurance policies and endorsements, contract bonds, and all modifications issued after execution of the Contract.
- L. *Contract Price* – The total, fixed price payable by District to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- M. *Contract Times* – The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by District’s Representative’s written recommendation of final payment.
- N. *Contractor* - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal who have entered into a contract with the District as party or parties of the second part, or his or their legal representatives.
- O. *Days* - Unless otherwise designated, days as used in the contract documents shall mean consecutive calendar days.
- P. *District* – Reclamation District No. 108.
- Q. *District’s Representative* – Primary Representative of the District whether District General Manager, District’s Deputy Manager or another designated Employee of the District or hired Consultant.
- R. *Final Completion*. The Contractor shall achieve Final Completion when the following is achieved:
- Substantial Completion.
 - All punch-list items identified during the substantial completion process are cleared and signed-off by District.
 - The Contractor has removed all remaining personnel, equipment and waste materials from site.
 - Contractor has submitted its final Application for Payment together with a statutory conditional upon final waiver and release form.
- S. *Notice of Completion* - A written Notice of Completion signed and verified by the District or representative shall be recorded with the County Recorder of the County in which the work was performed. The date of completion and acceptance of the work by the District or representative recited in the Notice of Completion shall be deemed to be the date of Completion.
- T. *Notice to Proceed* - A written notice given by the District’s Representative to the Contractor fixing the date on which the Contract time will start.
- U. *Plans* - The official project plans, profiles, typical cross-sections, general cross-sections, working plans, or reproductions thereof, approved by the District’s Representative, which show the locations, character, dimensions, and details of the work to be performed. All such documents are to be considered as part of the plans.
- V. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

- W. *Specifications - The directions, provisions and requirements contained in these specifications, technical specifications, and addenda.*
- X. *Substantial Completion - Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the Work for its intended use, provided, however, that as a condition precedent to Substantial Completion, the District has received all certificates of occupancy and other permits, approvals, licenses, and other documents from any governmental authority that are necessary for the beneficial occupancy of the Project. Additionally, the following tasks must also be completed:*
- *Contractor has completed all cleanup and restoration of the Project Site.*
 - *All punch list items have been identified and mutually agreed with District and the list submitted to District.*
 - *District has received all conditional waivers and releases for all Work billed to date and unconditional waivers and releases for all Work paid to date.*
 - *District has recorded a Notice of Completion.*
- Y. *Work - All the work specified, indicated, shown or contemplated in the contract to construct the improvements, including all alterations, amendments or extensions thereto made by contract change order or written orders of the District's Representative.*

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2.01 AWARD OF CONTRACT

- A. *Reclamation District 108 reserves the right to reject any and all bid proposals, to waive any informality in a bid proposal, and to make awards as it deems appropriate in its sole discretion.*
- B. *The award of the contract, if it were awarded, will be to the lowest responsive and responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within five (5) days after the opening of the bids. If the lowest responsive Bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsive and responsible Bidder. Such award, if made, will be made within thirty (30) days after the opening of the bids. If the second lowest responsive and responsible refuses to execute the contract, the District may award the contract to the third lowest responsive and responsible Bidder. Bidder's proposal shall remain valid for at least sixty (60) days. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District, the Bidder and the Bidder's surety concerned.*
- C. *All bids will be compared on the basis of the District's Representative's estimate of quantities of work to be done.*

2.02 Payment and Performance BONDS

- A. *Prior to commencement of the Work, but in no event later than 5 days after the Bidder has received notice that the contract has been awarded, the Bidder shall furnish the District with payment and performance bonds, as set forth below.*
1. *"Payment" bond shall secure the payment of claims of laborers, mechanics, or material suppliers employed on the work under the contract.*
 2. *"Performance" bond shall guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship will be free from original or developed defects. The performance bond shall remain in effect until the end of all warranty periods set forth in the Contract documents.*
- B. *The form of bonds shall be surety forms conforming to California standards and legal requirements or as otherwise stipulated in the. Each contract bond shall be in the amount of one*

hundred percent (100%) of the Contract amount unless otherwise stipulated in the. Additionally, the bonds shall remain in full force and effect for one year after the District records a Notice of Completion.

- C. All alternates, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds. Changes, alterations, or extensions in the terms of the Contract shall not release the Contractor or their surety from its obligations.*
- D. Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the District has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.*
- E. Companies supplying sureties or bonds shall be licensed to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum A.M. Best rating of A and have a demonstrated ability to meet their ongoing obligations to policyholders.*
- F. Each bond shall incorporate, by reference, the Contract and shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized. The Bidder shall pay all bond premiums, costs, and incidentals.*

2.03 EXECUTION OF CONTRACT

- A. The contract shall be signed by the successful Bidder and returned, together with the payment and performance bonds and all required insurance certificates and endorsements within five (5) days after the Bidder has received notice that the contract has been awarded unless stipulated otherwise in the.*

2.04 FAILURE TO EXECUTE CONTRACT

- A. Failure of the lowest responsive and responsible Bidder, or the second lowest responsive and responsible Bidder or the third lowest Bidder to execute the contract and provide acceptable payment and performance bonds as provided herein within five (5) days after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.*

2.05 RETURN OF BIDDER'S SECURITY

- A. The Bidder's Security accompanying the bids of the first, second, and third lowest responsive and responsible Bidders will be retained until the contract has been executed by both parties to the contract and all required bonds and insurance forms have been provided to the District, after which all such proposal guarantees, except Bidders' bonds and any guaranties which have been forfeited, will be returned to the respective Bidders whose bids they accompany. The Bidder's Security submitted by all other unsuccessful Bidders will be returned upon determination, by the District's Representative, of the first, second, and third lowest responsible Bidders.*

SECTION 3 - SCOPE OF WORK

3.01 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the plans and specifications is to prescribe the details for the construction and completion of the work, which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.*

3.02 WORK TO BE DONE

- A. *Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, implements, equipment, machinery, methods, processes, and incidentals, and do all the work involved in executing the work in a satisfactory and workmanlike manner.*

3.03 CHANGES

- A. *The District reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed by the District's Representative to be necessary or advisable and to require such extra work as deemed by the District's Representative to be required for the proper completion or construction of the whole work contemplated.*
- B. *Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis for compensation for such work. A contract change order will not become effective until approved by the District.*

3.04 FINAL CLEANING UP

- A. *Before final inspection of the work, and as a condition of the acceptance and final payment, the Contractor shall clean the project site, borrow pits, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.*

SECTION 4 - CONTROL OF WORK

4.01 AUTHORITY OF DISTRICT'S REPRESENTATIVE

- A. *The District's Representative shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The District's Representative's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.*

4.02 PLANS

- A. *The contract plans furnished consist of general plans and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing.*
- B. *The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. The Contractor shall make no change to any working drawing after the District's Representative has approved it, except by direction of the District's Representative.*
- C. *The Contractor's working drawings for any part of the permanent work shall include, but not be limited to, stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the specifications.*
- D. *Working drawings for any structures and for other temporary work and methods of construction the Contractor proposes to use shall be submitted when required by the specification or ordered by the District's Representative. Such drawings shall be subject to approval insofar as the details affecting the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.*
- E. *The District's Representative shall approve working drawings before any work involving such drawings is performed. It is expressly understood that approval of the Contractor's working drawings shall not relieve the Contractor from his responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and*

specifications. Such approval shall not waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation there under, and defective work, materials, and equipment may be rejected notwithstanding such approval.

4.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION

- A. *Work and materials shall conform to the lines, grades, typical cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the District's Representative shall be the sole judge as to whether the materials or work deviate from the plans and specifications, and his decision as to any allowable deviations there from shall be final.*
- B. *Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the District's Representative and authorized in writing.*

4.04 COORDINATION AND INTERPRETATION OF PLANS & SPECIFICATIONS

- A. *The specifications, addenda, contract change orders, the plans, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, to describe, and to provide for a complete work.*
- B. *In the event of conflicts between the contract documents the order or precedence shall be as follows:*
 - 1. *Modifications or changes last in time are first in precedence.*
 - 2. *Addenda.*
 - 3. *Invitation to Bid.*
 - 4. *Instructions to bidders.*
 - 5. *Supplemental Instructions.*
 - 6. *Bid forms.*
 - 7. *General Conditions except for specific modifications thereto stated in Division 01 Specifications.*
 - 8. *Specifications.*
 - 9. *Plans; as between figures given on plans and the scaled measurements, the figures shall govern; as between large-scale plans and small-scale plans, the larger scale shall govern.*
 - 10. *As between detailed plans and standard plates bound within the specifications, the detailed plans govern.*
 - 11. *In the event where provisions of codes, safety orders, contract documents, manufacturer's specifications, or industry standards are in conflict, the more restrictive shall govern.*

4.05 REQUESTS FOR INFORMATION

- A. *Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans, specifications, or the Contractor shall submit a request for information to the District's Representative for such further explanations as may be necessary, on forms provided by the District's Representative. The Contractor shall comply with the District's Representative's response as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the plans or specifications reference shall be made to the District's Representative, whose decision thereon shall be final.*

4.06 DIFFERING SITE CONDITIONS

- A. *The Contractor shall promptly, no more than one (1) day, and before conditions are disturbed, give written notice to the District's Representative as to subsurface or latent physical conditions at the site which differ materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature which differ materially from those normally encountered and generally recognized as inherent in the work of the character provided for in the contract.*

- B. *No request by the Contractor for additional compensation shall be allowed unless the Contractor has given the written notice as required herein.*

4.07 SUPERINTENDENCE

- A. *The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the District's Representative shall be made for any emergency work that may be required.*
- B. *Whenever the Contractor, or his authorized representative, is not present on any particular part of the work where it may be desired to give direction, Contractor shall assign one (1) and have on the work site a competent Superintendent who is satisfactory to the District's Representative and has authority to act for the Contractor.*

4.08 INSPECTION

- A. *The District's Representative shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the specifications, and the plans. All work done and all materials furnished shall be subject to inspection.*
- B. *Whenever the Contractor varies the period which work is carried out on each day, notice shall be given the District's Representative, so that inspection may be provided. Any work done in the absence of the District's Representative, may be subject to rejection.*
- C. *The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such work or materials have been previously inspected by the District's Representative or the payment therefore has been included in a progress estimate.*
- D. *Projects financed in whole or in part with City, County, District, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.*

4.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

- A. *All work, which has been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation, will be allowed for such removal, replacement, or remedial work.*
- B. *Any work done beyond the lines and grades shown on the plans or established by the District's Representative, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon order of the District's Representative unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.*
- C. *Upon failure on the part of the Contractor to comply forthwith with any order of the District's Representative made under provisions of this section, the District's Representative shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.*

4.11 CHARACTER OF WORKERS

- A. *If any Subcontractor or person employed by the Contractor shall appear to the District's Representative to be incompetent or to act in a disorderly or improper manner, such Subcontractor or person shall be discharged immediately on request of the District's Representative, and such person shall not again be employed on the work.*

4.12 FINAL INSPECTION

- A. *Whenever the work covered by the contract has been satisfactorily completed in accordance with the Contract Documents, and the final cleanup performed, the District's Representative will make the final inspection.*

4.13 WARRANTY

- A. *The Contractor warrants to the District, that the Work will be performed and completed in a good and workmanlike manner, free from any defects, and in a matter that conforms to the Contract Documents. Contractor further warrants that all materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements shall be considered defective. If required by District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.*

The Contractor hereby assigns to the District, upon Substantial Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. To the extent that any written assignment of any and all manufacturer's warranties relating to materials and labor used in the Work is required, Contractor shall provide such assignments to District no later than one week after the date of Final Completion.

- B. *In addition to the Contractor's aforementioned general warranty obligations, as well as in addition to all of its other obligations herein and under the law, if, within one year after the date of the recordation of the Notice of Completion, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the District, the District may correct it and Contractor shall immediately reimburse District for the full cost of such correction.*
- C. *Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of this additional one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the aforementioned general warranty is applicable or the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.*

SECTION 5 - CONTROL OF MATERIALS

5.01 GENERAL

- A. *The Contractor shall furnish all materials or equipment required to complete the work, except materials that are designated in the specifications to be furnished by the District. Only materials and equipment conforming to the requirements of the specifications shall be incorporated into the work.*
- B. *All materials and equipment furnished by the Contractor shall be new, free from defects. Where the quality of materials or equipment is not specifically called out they shall be of the highest quality normally used.*

5.02 SAMPLES AND TESTS

- A. *At the option of the District's Representative, the District's Representative shall approve the source of supply of each of the materials or equipment before delivery is started and before such materials or equipment is used in the work. Samples of such materials or equipment shall be furnished to the District's Representative as requested and without charge. No material or equipment shall be used until the District's Representative has approved it. Samples will be secured and tested whenever necessary to determine the quality of material or equipment.*

- B. *All tests of materials or equipment furnished by the Contractor shall be made in accordance with commonly recognized standards of national testing organizations, and such special methods and tests as are prescribed in these specifications.*

5.03 STORAGE OF MATERIALS

- A. *Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.*

5.04 DEFECTIVE MATERIALS

- A. *All materials or equipment which does not conform to the requirements of the plans and specifications shall be considered as defective and all such materials or equipment, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the District's Representative. No rejected material or equipment, the defects of which have been subsequently corrected, shall be used unless approved in writing by the District's Representative.*
- B. *Upon failure on the part of the Contractor to comply promptly with any order of the District's Representative made under the provisions of this section, the District's Representative shall have authority to cause the removal and replacement of defective material or equipment and to deduct the cost thereof from any moneys due, or to become due to the Contractor.*

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. *The Contractor shall keep itself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work and shall indemnify, defend, and hold harmless the District, and all trustees, officers, employees, or agents thereof connected with the Work ("INDEMNIFIED PARTIES,") against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the District's Representative in writing.*

6.02 CONTRACTORS LICENSING LAWS

- A. *All Bidders, Contractors, and Subcontractors performing work under this contract must be licensed by the California Contractors State License Board in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and any Bidder, Contractor, or Subcontractor not so licensed shall be subject to the penalties imposed by such laws (Bus & Prof Code § 7028.15).*
- B. *Joint Venture Bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1).*

6.03 ASSIGNMENT OF ANTITRUST ACTIONS

- A. *Sections 4551 through 4554 of the Public Contract Code pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.*

6.04 PAYMENT OF TAXES

- A. *The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, County, or Local government, including, without being limited to, Federal excise tax. The District will furnish no tax exemption*

certificate or any document designed to exempt the Contractor from payment of any tax to the Contractor.

6.05 PERMITS AND LICENSES

- A. *The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.*

6.06 PATENTS

- A. *The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work and agrees to indemnify defend, and save harmless INDEMNIFIED PARTIES, from all suits at law, or actions of every nature for or on account of the use of any patented materials, equipment, or processes.*

6.07 LABOR CODE REQUIREMENTS

A. COMPLIANCE WITH ALL APPLICABLE LABOR CODE REQUIREMENTS

1. *The Contractor shall comply with all applicable Labor Code Requirements. These may or may not include any of all of the following:*

a. HOURS OF LABOR

1. *Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor under him for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, as provided in said Section 1815.*

b. PREVAILING WAGE

1. *The Contractor shall comply with Labor Code Sections 1774 to 1775. Pursuant to said Section 1775 the Contractor shall forfeit to the District a penalty of not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the general prevailing rate of wages as determined by the Department of Industrial Relations of the State of California for any work done under the Contract, by him or her, or by any Subcontractor under him or her, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1780 thereof, inclusive.*
2. *The scale of prevailing wages is available at the principal office of the State's Department of Industrial Relations, Division of Labor Standards Enforcement, Bureau of Field Enforcement Office or the State's nearest Local office for the County where the work is being performed. The Contractor is required to post a copy of said wage scale at the job site prior to commencement of work.*

c. TRAVEL AND SUBSISTENCE PAYMENTS

1. *Attention is directed to the requirements of Section 1773.8 if the Labor Code. The Contractor shall make travel and subsistence payments to each worker, needed to execute the work, in accordance with said Section 1773.8.*

d. PAYROLL RECORDS

1. *The Contractor's attention is directed to the provisions of Labor Code Section 1776. The Contractor shall be responsible compliance by his Subcontractors with said provisions.*
2. *The Contractor and Subcontractors shall keep an accurate payroll record, 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 to each worker, or other employee employed by him in connection with the execution of the work.*
3. *The payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or his/her authorized representative on request, according to. Labor Code Section 1776. The District, State Department of Industrial Relations, and any State or Federal agency involved in the financing of the work, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor will provide facilities for such access and inspection.*
4. *Each Contractor and Subcontractors pursuant to Labor Code Section 1771.7f, project Contractors and Subcontractors shall maintain and furnish the Compliance Monitoring Unit a certified copy of each weekly payroll electronically with a statement of compliance signed under penalty of perjury. The fringe benefit statement and other required documentation such as training contributions, apprenticeship requirements shall be supplied to the District or their Labor Compliance Consultant. If there was no work performed during the week, the certified payroll may be annotated "no work" for that week.*
5. *The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and the financial information and data used by the Contractor in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to the District.*
6. *Records shall be maintained and made available during the performance of work under this contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any dispute appeal under this contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.*

e. **LABOR DISCRIMINATION**

1. *Attention is directed to Section 1735 of the California Labor Code.*
2. *No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or 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 Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.*

f. **APPRENTICES**

1. *Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. concerning the employment of apprentices by the Contractor or any Subcontractor under him.*

2. *The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.*

g. WORKERS COMPENSATION

1. *Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.*
2. *Prior to the commencement of work, the Contractor shall sign and file with the District's Representative the Certificate of Worker's Compensation contained in the proposal.*

6.08 TRAFFIC CONTROL

- B. *Contractor is responsible and shall comply with all applicable Federal, State, County and Local requirements as required for traffic control and public safety during project construction. Coordination with the proper agencies and the placement and maintenance of warning signs, lights and other traffic control devices, as may be required, shall be the responsibility of the Contractor.*
- C. *Where the work involves the use of marine vessels, the Contractor shall comply with all applicable Federal, State, and County, Local, and Coast Guard requirements.*

6.09 TRENCH EXCAVATION AND DISCOVERY OF HAZARDOUS WASTE

- A. *Public Contract Code §7104 Contracts for digging trenches or excavations; notice of discovery of hazard waste or other unusual conditions; investigations; change orders; effect on contract.*
- B. *Any public works contract of a Local public entity, which involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, shall contain a clause, which provides the following:*
 1. *Contractor shall promptly, and before the following conditions are disturbed, notify the District's Representative, in writing, of any:*
 - a. *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.*
 - b. *Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Bidders prior to the deadline for submitting bids.*
 - c. *Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.*
 2. *The District 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 the contract.*
 3. *In the event that a dispute arises between the District and 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 for by 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, which pertain to the resolution of disputes and protests between the contracting parties.*

- D. *Attention is also directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.*
- E. *Prior to excavation for trenches four (4) feet or more in depth, the Contractor shall prepare detailed plans, showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. If the plans vary from shoring system standards established by the California Division of Industrial Safety, a civil or structural District's Representative currently registered in California shall prepare the plans. Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less than those required by the State standards.*

6.10 AIR POLLUTION CONTROL

- A. *The Contractor shall comply with all pollution control rules, regulations, ordinances, and statutes which apply to the work performed under the contract including any air pollution rules, regulation and ordinances and statutes, specified in Section 11017 of the Government Code.*
- B. *Unless otherwise provided the material to be disposed of shall not burn.*

6.11 WATER POLLUTION CONTROL

- A. *The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, waterways, coastal waters, and other bodies of water from pollution with fuels, oils, bitumen's, calcium chloride, and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays, waterways, and coastal waters. Care shall be exercised to preserve vegetation beyond the limits of construction.*
- B. *Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water.*
- C. *Nothing in the terms of the Contract shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.*

6.12 USE OF PESTICIDE

- A. *The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies, which govern the use of pesticides required in the performance of the work on the Contract.*
- B. *Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellents.*
- C. *Any substance or mixture or substances intended for preventing repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant, shall be considered a pesticide.*

6.13 ASBESTOS RELATED WORK

- A. *All work involving asbestos containing material shall be performed in accordance with Sections 6501.5 through 6511, inclusive, of the California Labor Code and Section 5208 of Title 8 of the California Administrative Code and all other pertinent regulations.*

6.14 SAFETY AND HEALTH PROVISIONS

- A. *The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Division of Industrial Safety.*

6.15 PUBLIC CONVENIENCE AND SAFETY

- A. *The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.*
- B. *Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property Districts.*
- C. *Whenever the Contractor's operations create a condition hazardous to traffic or the public, he shall furnish, erect, and maintain at his expense and without cost to the District, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public.*
- D. *Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the District's Representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the District's Representative point out the inadequacy of warning and protective measures, such action on the part of the District's Representative shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.*

6.16 PRESERVATION OF PROPERTY

- A. *Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all street and highway facilities, and any other improvements or facilities within or adjacent to the site of work shall be protected from injury or damage, and if ordered by the District's Representative, the Contractor shall provide and install suitable safeguards, approved by the District's Representative, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced and restored to a condition as good as when the Contractor entered upon the work.*
- B. *The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage by reason of his operations.*
- C. *Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in the Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.*

6.17 RESPONSIBILITY FOR DAMAGE

- A. *The District or the District's Representative shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or death of any person or persons, either workers or the public; or for damage to property from any cause whatsoever.*
- B. *The Contractor shall be responsible for any liability imposed by law and injuries to or death of any person including but not limited to workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before final acceptance.*
- C. *The Contractor shall indemnify, defend, and save harmless INDEMNIFIED PARTIES from any suits, claims, or actions of every name, kind, and description, brought forth, or on account of any injuries to or death or any person including but not limited to workers and the public, or damage to property resulting from the performance of the contract.*
- D. *The District may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.*

6.18 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. *Until the formal acceptance by the District, the Contractor shall have the charge and care of the work and materials to be used therein, including work and materials for which he has received partial payment and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof.*

6.20 RESPONSIBILITY OF DISTRICT

- A. *The District shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in the Contract Documents.*

6.22 INDEMNIFICATION

- A. *To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless INDEMNIFIED PARTIES from and against all liability, claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' and expert fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the Project Site, including, but not limited to, the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Contract Documents, as well as personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use, excepting only such claims, damages, losses, expenses, liability and other costs as may be caused by the sole negligence, willful misconduct, or active negligence of INDEMNIFIED PARTIES.*

Contractor's indemnity obligation in this regard includes, but is not limited to, defending and indemnifying the INDEMNIFIED PARTIES from any of the aforementioned liability, claims, damages, losses, expenses, and other costs regardless of whether it is the result of Contractor's acts or omissions (including any person or entity working at the direction of Contractor or its subcontractors), INDEMNIFIED PARTIES' acts or omissions (excepting sole negligence, willful misconduct, or active negligence of INDEMNIFIED PARTIES), or the acts or omissions of any third parties.

SECTION 7 - PROSECUTION AND PROGRESS

7.01 SUBLETTING AND ASSIGNMENT

- A. *The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.*
- B. *No Subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and he will be responsible for their work, which shall be subject to the provisions of the Contract and Specifications.*
- C. *The Contractor shall perform with his own organization contract work amounting to not less than twenty percent (20%) of the original total contract price.*
- D. *Subcontracts shall include provisions that the contract between the District and the Contractor is part of the subcontract, and that the terms and provisions of said contract are incorporated into the subcontract. Subcontracts shall also contain certification by the Subcontractor that said Subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontract work. Copies of subcontracts shall be available for review by the District's Representative*
- E. *When any portion of the work, which has been subcontracted by the Contractor, is not being prosecuted in a manner satisfactory to the District's Representative, the Subcontractor shall be removed immediately on the request of the District's Representative and shall not again be employed on the work.*

7.02 ASSIGNMENT

- A. *The performance of the contract may not be assigned, except upon written consent of the District's Representative. Consent will not be given to any proposed assignment, which would relieve the original, Contractor or his surety of their responsibilities under the contract.*

7.03 PROGRESS OF THE WORK

- A. *The Contractor shall commence work as directed in the written notice to proceed from the District's Representative. The Contractor shall diligently prosecute the work to completion within the time limit set forth in the Contract Documents.*
- B. *The time in which the various portions and the whole of the Contract are to be performed and the work is to be completed is the essence of the Contract. Therefore, the Contractor shall at all times employ work forces, materials, equipment, and tools sufficient to prosecute the work at not less than the rates fixed under the terms of the Contract and to complete the work or any separable portion thereof within the time limits therein fixed. If the Contractor fails to do so, it may, after such failure, be required to increase its progress at any point or points to modify its plans and procedure in such manner and to such extent as the District Representative may direct. In case of an adjustment by the District Representative of the time for the completion of the Contract, as hereinafter provided, a revised schedule of progress may be prescribed in accordance with such adjustment of time.*

7.04 TEMPORARY SUSPENSION OF WORK

- A. *At any time and without cause, the District may temporarily suspend the Work or any portion thereof by notice in writing to Contractor and District will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Alternatively, if no such date is affixed, Contractor shall resume Work on the date set forth by District in a subsequent writing. Contractor shall be allowed an adjustment in the contract price or an extension of the contract time, or both (as appropriate) directly attributable to any such suspension provided that the suspension was not ordered because the Contractor failed to follow orders or perform and provided that the Contractor makes a claim therefor as provided in the contract documents. If a temporary suspension is issued due to Contractor's fault, Contractor shall not be entitled to extra time or an adjustment in the contract price.*

7.05 TIME OF COMPLETION

- A. *The Contractor shall achieve Substantial Completion and Final Completion as directed in the Statement of Work.*

7.06 LIQUIDATED DAMAGES

- A. *It is agreed by the parties to the Contract that is the event that all the work called for under the Contract in all parts and requirements is not finished or completed within the number of days set forth herein, or as may be adjusted by the District's Representative, damage will be sustained by the District, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the District \$1,750 for each and every calendar day that achievement of Substantial Completion of the Work is delayed. It is also agreed that the Contractor will pay to the District \$1,750 for each and every calendar day that achievement of Final Completion of the Work is delayed. In the event that the delay of Substantial Completion runs into and past the Final Completion deadline, Contractor shall pay the District the combined amount of liquidated damages for both until the deadlines are respectively met. The Contractor agrees to pay said liquidated damages as herein provided for, and further agrees that the District may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.*
- B. *It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the number of days specified, the District's Representative shall have the right to increase the number of days, or not, as he may deem best to serve the interest of the District, and if he decides to increase the number of days, he shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work all or part, as it may deem proper, of the actual cost of District's*

Representative, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

- C. *The Contractor will be granted an extension of the time and will not be assessed with liquidated damages or the cost of District's Representative and inspection for any portion of delay in the completion of the Work beyond the time stated herein because of acts of God, or of the public enemy, acts of the District, fire, floods, tidal waves, earthquakes, epidemics, or quarantine restrictions, provided that the Contractor shall notify the District's Representative in writing of the causes of delay within three (3) days from the beginning of any such delay. The District's Representative shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.*

7.07 TERMINATION

- A. **Termination of the Contractor for Cause.** *The District may terminate the Contractor for cause if the Contractor:*

1. *fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to make sufficient progress to timely complete the Project); or,*
2. *disregards laws or regulations of any public body having jurisdiction;*
3. *substantially violates, in any way, any provisions of the Contract Documents; or,*
4. *fails to make payment to subcontractors or material suppliers in accordance with the respective agreements between Contractor and the subcontractors.*

When any of the above reasons exist, District or District's Representative may, after giving Contractor seven days written notice, without prejudice to any of the District's rights under the Contract Documents, terminate the services of Contractor and may:

- a. *exclude the Contractor from the Project site and take possession of all material, tools, equipment, tools and construction equipment and machinery thereon owned by Contractor (without liability to Contractor for trespass or conversion) and use the same for completing the Project;*
- b. *finish the Work by whatever means that the District deems expedient in light of the circumstances.*

When the District terminates the Contract for cause, Contractor shall not be entitled to any further payment until the Work is completed. If the cost of completing the Project exceeds the contract price, Contractor and its sureties shall be liable for all additional costs. To the extent that the cost of completing the Project is less than the amount owing to Contractor prior to termination, District shall credit Contractor with any such surplus but only after all costs of completion have been paid.

- B. **Termination of the Contractor for Convenience.** *The District may, at any time and for any reason, terminate the Contract in whole or in part for the District's convenience and without cause. Termination by the District under this paragraph shall be by a written notice of termination delivered to the Contractor specifying the extent of termination and the effective date.*

Upon receipt of notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the District, proceed with performance of the following duties:

1. *Cease operations as specified in the notice;*
2. *Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;*

3. *Terminate all subcontracts and orders to the extent they relate to the Work terminated;*
4. *Proceed to complete the performance of Work not terminated; and*
5. *Take actions that may be necessary, or that the District may direct, for the protection and preservation of the terminated Work.*

Upon such termination, the Contractor shall recover, as its sole remedy, payment for unpaid Work that Contractor has completed in a satisfactory manner. Contractor shall not be entitled to any payment (costs, overhead, profit, or any other component of payment) for any Work not completed at the time of the termination for convenience. The Contractor waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 MEASUREMENT OF QUANTITIES

- A. *All work to be paid for at a contract price per unit of measurement shall be measured in accordance with the methods stipulated in the specifications.*
- B. *Items for which quantities are indicated "Lump Sum" shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.*

8.02 EXTRA WORK

- A. *New and unforeseen work will be classed as extra work when determined by the District's Representative that such work is not covered by any of the various items for which there is a bid price or by combinations of such items.*
- B. *The Contractor shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of an approved Contract Change Order or other written order of the District's Representative and in the absence of such approved Contract Change Order or other written order of the District's Representative, the Contractor shall not be entitled to payment for such extra work.*
- C. *When extra work is to be paid for on a lump sum basis, the amount of said payment shall be agreed upon in writing prior to execution of the work. Lump sum payments shall be considered as full compensation for the items of work and all appurtenances thereto.*

8.03 CHANGE ORDERS

- A. *The plans, specifications and the contract documents contain the requirements for the construction of the project. No information obtained from any officer, agent, or employee of the District on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.*
- B. *The District may order changes, including revisions, to plans and specifications, performance of extra work, increases or decreases in contracted items of work, and the elimination of work. Such orders will be in writing. Neither the contract price nor the contract time can be modified without a written change order executed by both District and Contractor. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Contractor shall promptly notify the District's Representative whenever it appears that a change is necessary, and when so directed, shall stop work in the areas that may be affected. Contract time and compensation will be adjusted for changes, which materially increase or decrease the time for performance or cost.*
- C. *When so directed, the Contractor shall proceed with changes before agreement is reached on contract adjustments to compensation or time of performance, and shall furnish to the District's*

Representative at the end of each day, signed detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performance of the changes. If the Contractor fails to provide such records, the District's Representative's records will be used for the purpose of adjusting compensation or time of performance.

- D. When applicable, changes in contract price resulting from extra work may be determined by a mutually agreed upon lump sum price. The Contractor's proposal for such changes shall include a detailed breakdown of labor and materials to be performed by his forces or the forces of his Subcontractor or material supplier. The breakdown shall include labor surcharge and sales tax cost. Whenever the District requests that the Contractor prepare a lump sum price in connection with the change order, the Contractor shall be entitled to the costs incurred in the preparation of that price. Such costs will be incorporated into the lump sum amount regardless of whether or not the lump sum amount is finally accepted by the District.
- E. The District's Representative shall receive the Contractor's proposal for lump sum change orders within three (3) days following the issuance of the change order price request.

8.04 OMITTED WORK

- A. The District may, by written order to the Contractor, omit work, equipment, and material to be provided under the Contract, and the value of the omitted work, equipment, and material will be deducted from the contract price. The deducted value will be a lump sum or unit price agreed upon in writing by the Contractor and the District based on breakdown and cost information submitted by the Contractor.

8.05 STOP PAYMENT NOTICES

- A. The District, through the District's Representative or other appropriate District's representatives may at its option and at any time, retain out of any amounts due the Contractor, sums sufficient to cover stop notice claims.

8.06 PROPOSAL ITEMS

- A. Proposal items shall be for the complete work as indicated on the plans and described in the specifications, and shall include all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, taxes, profit, and anything else necessary or required, unless specifically excepted, for the construction and adjustments of appurtenant facilities in a workmanlike manner.
- B. Payments will be made on the basis of the items listed on the proposal and no additional claims for compensation will be allowed therefore.

8.07 PAYMENT

- A. Payment will be one time upon Final Completion of the Work.
- B. After the completion and acceptance of the work by the District, the District's Representative will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due.
- C. Work will not be considered complete in areas where a certificate of approval from the County, State or other regulatory agency is required until said certificate is received by the District.
- D. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- E. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same,

shall release the District and the District's Representative from any and all claims or liability on account of work performed under the contract or any alteration thereof.

8.08 RESOLUTION OF CONTRACT CLAIMS

- A. Provisions of Section 20104 (b) (2) State that a "claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Local agency.
- B. Applicability of Section 20104(01)(1) of Public Contract Code applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a Local agency.
- C. For any claim subject to this article, the following requirements apply:
 - 1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - a. For claims of less than fifty thousand dollars (\$50,000), the Local agency shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Local agency may have against the claimant.
 - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Local agency and the claimant.
 - 2. The Local agency's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - b. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Local agency shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Local agency may have against the claimant.
 - 1. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Local agency and the claimant.
 - 2. The Local agency's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

8.10 Resolution of Claims – PCC § 9204. This Contract is subject to the claims resolution procedures set forth in Public Contract Code § 9204. A "Claim," as it relates to this provision, means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- 1. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District.

2. *Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.*
3. *Payment of an amount that is disputed by the District.*

Upon receipt of a Claim, District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed.

The Contractor shall furnish reasonable documentation to support the Claim. If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, the District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

If the Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to the dispute resolution process provided for in this Contract.

The mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 (or any related provision in this Contract) to mediate after litigation has been commenced.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against District because privity of contract does not exist, the Contractor may present to the District a claim on behalf of a subcontractor or lower tier subcontractor. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the District and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

Any Claim that remains unresolved after mediation shall be litigated in California State Superior Court, and shall be venued in California State Superior Court in the County where the Project is located.

To the extent that any Claim deadlines stated herein are inconsistent, the shorter timeframe shall apply.

SECTION 9 - INSURANCE

9.01. GENERAL REQUIREMENTS

Contractor shall not commence or continue to perform any Work unless it, at its own expense, has in full force and effect all required insurance. In the event that Contractor employs Subcontractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of Contractor in the performance of this Project, Contractor shall require and confirm that each meets the minimum insurance requirements specified below and shall not permit any of them to perform Work until they have complied with the same insurance requirements. All of the insurance shall be provided on policy forms satisfactory to District.

The types of insurance Contractor shall obtain and maintain for the full period of the agreement and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work, are:

- *Worker's Compensation and Employer's Liability Insurance*
- *Commercial General Liability Insurance*
- *Commercial Automobile Liability Insurance*
- *Excess Liability/Umbrella Insurance*
- *Property "Builder's Risk" Insurance*
- *Pollution Liability Insurance*

All insurance policies shall be issued by an insurance company admitted and licensed to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A and Financial Size Category Class VII in accordance with the latest edition of Best Key Rating Guide, unless otherwise approved by District.

Within three (3) days of the date that the Bidder has received notice that the contract has been awarded, Contractor shall furnish District with endorsements to the required policies of insurance, excepting workers' compensation and employer's liability, in such forms reasonably acceptable to District confirming that District is named as an additional insured for all liability risks on all such policies. Additional insured status must extend to both ongoing and completed operations. Contractor shall require its subcontractors to name the District as an additional insured, under these terms and conditions, in the subcontractors' liability policies. The additional insured endorsements shall cover but not be limited to liability arising out of any and all activities performed by or on behalf of Contractor and shall include coverage for premises operations and completed products hazards. Moreover, upon request of District, Contractor shall provide a certified duplicate original of any of the herein described policies of insurance.

Contractor also shall furnish District, prior to exercising any right or commencing any Work on this Project, with certificates of insurance countersigned by an authorized agent or representative of the insurance companies stating that the insurance policies will not be canceled, altered, or reduced without thirty (30) days' prior written notice to District (ten (10) days for nonpayment of premium).

Any deductible or self-insured retention must be declared to and approved by District. At the option of District and except as is provided for below, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s) including the required policy additional insured endorsement(s) to District at least ten (10) days prior to the expiration date. In the event of cancellation for non-payment of premium, District may pay premiums due by Contractor and deduct the paid payment from amounts then or subsequently owing to the Contractor under this agreement.

Insurance limits called for herein shall be considered to be minimum and District shall have the absolute discretion to require higher limits should the nature of the Work and risks involved call for higher limits. Additionally, District shall have the unilateral right to require the Contractor to obtain additional insurance policies if it deems that requiring additional policies is in its best interest. A requirement of higher limits or additional policies may necessitate an adjustment in Contractor's compensation. Contractor shall give District prompt notice of a claim made or a suit instituted arising out of Contractor's operations under this Agreement.

Contractor hereby grants to District, on behalf of any insurer providing insurance to Contractor with respect to the Work of Contractor under this Agreement, a waiver of any right of subrogation which any such insurer of said Contractor may acquire against District by virtue of the payment of any loss under such insurance. Contractor shall provide all applicable endorsements reflecting waiver of the right to subrogation.

9.02.REQUIRED PROVISIONS

All of the below insurance policies are to contain, or be endorsed to contain, the following provisions:

1. For any claim related to this Project, the Contractor's insurance shall be primary insurance with respect to District. Any insurance, self-insurance or other coverage maintained by District shall not contribute to it.
2. Any failure of Contractor to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to District.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.03.WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Before commencement of the Work, Contractor shall provide a certificate of insurance and an endorsement evidencing that it has obtained for the period of the agreement, full worker's compensation insurance coverage as required by law for not less than the statutory limits and employer's liability insurance in the sum of not less than \$1,000,000 per accident for bodily injury and disease for all persons whom they employ or may employ in carrying out the Work. By Contractor's signature herein, Contractor certifies that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Contractor shall comply with such provisions before commencing the performance of the Work under this agreement.

9.04.COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor agrees to carry commercial general liability insurance which shall be on an occurrence basis and which shall include coverage for third party liability risks including, without limitation, bodily injury including coverage for injury, sickness or disease, emotional distress, and death, personal injury/advertising injury, property damage from injury to or destruction of property of others, contractual liability coverage sufficiently broad to insure as described in the section of this agreement entitled "INDEMNIFICATION", premises/operations and products/completed operations, underground excavation and removal of lateral support, explosion and collapse hazard, personal injury liability, and independent contractors. The insurance shall provide coverage for completed operations which shall be maintained for at least two years after Final Completion of the Project. Coverage shall have limits of liability of not less than the following:

- Bodily Injury/Property Damage \$ 1,000,000 each occurrence \$2,000,000 aggregate
- Personal Injury/Advertising Injury \$ 1,000,000 each occurrence \$2,000,000 aggregate

9.05.COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain a commercial automobile liability insurance policy which shall cover at least symbol 1 (any auto) for all vehicles, automobiles, trucks, and equipment, including coverage for owned, hired, and non-owned automobiles and shall provide for contractual liability and owned and non-owned mobile equipment to the extent it may be excluded from the commercial general liability policy. Coverage shall have limits of liability of not less than the following:

- Combined Single Limit \$ 1,000,000

9.06.EXCESS LIABILITY/UMBRELLA INSURANCE

Contractor shall provide excess liability or umbrella insurance providing protection for at least the hazards insured under its Commercial General Liability, Commercial Auto Liability, and Pollution Liability policies. The minimum limit of Contractor's excess liability/umbrella policy shall be:

- General Aggregate: \$2,000,000.
- Each Occurrence: \$2,000,000.

9.07. BUILDER'S RISK ("ALL RISK") INSURANCE

Before commencement of the Work, Contractor shall provide a certificate of insurance and an endorsement evidencing that it has obtained for the period of the agreement builder's risk ("All Risk") completed value insurance coverage (including fire, flood, landslide and mudslide, but excluding earthquake and tidal wave) for the Work to be completed under this agreement and including completed Work and Work in progress.

Such insurance shall be written on a policy form that shall at least include insurance for physical loss and damage to the Work under this agreement, temporary buildings, false Work, and materials and equipment in transit and shall insure against the following perils or causes of loss: fire, lightening, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of law and regulation, water damage and such other perils or causes of loss as may be specifically required by the Contract Documents.

In addition to the above listed perils, the insurance shall include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of attorneys, District's Representatives, and architects); cover materials and equipment stored at the Project Site or at another location that was agreed to in writing by District prior to being incorporated in the Work; and include testing and startup costs. There shall be no co-insurance penalty provisions.

Such insurance may have a deductible clause but not to exceed the smaller of (a) five (5) percent of the total amount of the Agreement, or (b) \$10,000 for all risks, except flood. The deductible for flood shall not exceed five (5) percent of the contract price. The risk of loss within such identified deductible shall be borne by Contractor, Subcontractors or others suffering such loss, and shall not be the responsibility of District.

9.08. POLLUTION LIABILITY INSURANCE

Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury and property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, including, but not limited to mold. The minimum limit of Contractor's pollution liability policy shall be:

- General Aggregate: \$2,000,000.
- Each Occurrence: \$1,000,000.

9.09. CONTRACTOR'S RESPONSIBILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements or this agreement is to be construed as limiting the extent of the liability of the Contractor or Contractor's insurers or sureties.

9.10. MAINTAINING INSURANCE

The maintenance of proper insurance in conformity with the Contract Documents is a material element of this agreement. If at any time during the life of the agreement, including the guarantee period, or any extension, Contractor fails to maintain the required insurance in full force and effect, the Work shall be discontinued immediately and all payments due or that become due to Contractor shall be withheld until notice is received by District that the required insurance has been restored to full force and effect and that the premiums have been paid for a period satisfactory to District. Failure to maintain or renew coverage or to provide evidence of renewal upon request of District may be treated by District as a material breach of contract.

9.11. NO LIMITATION ON INDEMNITY

Contractor's indemnity and other obligations shall not be limited by these insurance provisions and shall survive the expiration of the Agreement. Moreover, the insurance provisions of this Agreement shall likewise not be limited by the indemnity provisions of this Agreement.

END OF SECTION

Statement of Work

Site Location/Access

Location: Construction will occur along right bank of Sacramento River (RM 298.3), below the Anderson-Cottonwood Irrigation District (ACID) diversion at Market Street Bridge; referred to as 'Lake Redding' upstream of diversion (see Figure 1 – Location Map). Street address is 1550 Riverside Drive, Redding CA 96001.

Access: Two ACID-owned parcels will be used for temporary staging and river access (APN 101-440-040-000, APN 101-440-041-000). Access to the project site will be through City-owned property (APN 101-490-011-000). Access to the site is through a locked gate located off Benton Drive (see Figure 2). Construction crews will ensure that the gate is open as needed for deliveries by the Contractor.

Scope of Services

For the purposes of this Contract, the terms “Contracting Officer” and “District Representative” are interchangeable.

Schedule: The Contractor shall send results of gravel testing to the ~~Contracting Officer~~ *District Representative* no later than ~~March 11, 2019~~ ~~March 18, 2019~~ April 4th, 2019 (see ‘Gravel Testing’ section below). If gravel meets specifications *and directed by the District Representative*, the Contractor may commence with delivery of materials, beginning ~~March 12, 2019~~ ~~March 19, 2019~~ April 8th, 2019. Any deviation from this schedule must be approved in advance by the ~~Contracting Officer~~ *District Representative*. Construction would be limited to weekdays, except holidays, during normal work hours.

If site conditions are not conducive to gravel placement beginning on ~~March 12, 2019~~ ~~March 19, 2019~~ April 8th, work shall begin at the earliest possible time when Keswick Dam releases drop below ~~6,000~~ 4,000 cfs *or otherwise directed by the District Representative*. Should site conditions be prohibitive to maintaining the outlined schedule, the ~~Contracting Officer~~ *District Representative* shall notify the Contractor within 72 hours prior to scheduled delivery.

Materials and Delivery: The Contractor shall furnish and deliver 12,000 tons of suitable spawning gravel, with the ability to provide up to 3,000 additional tons if needed.

Gravel Specifications – Acceptable gravel sources include deposits outside active stream channels at or above the 100 year flood plain, and from the alluvial fan of tributary streams forming the inlets of the Central Valley Project Reservoirs. Gravel must be uncrushed, rounded natural river rock with no sharp edges. Gravel shall have the following size requirements:

Gravel Size	
Particle Size (Diameter)	Percent Passing*
5-inch	95-100%
3-inch 2-inch	75-85%
1-inch	40-50%
¾-inch	25-35%
½-inch	10-20%
¼-inch	1-5%

*Passing indicates the percent of the total material passing through a screen correlating to the diameter indicated in the left-hand column

This specification for gravel size distribution differs from recent specifications for gravel in the Sacramento River in the 2" to 5" size class range. The specification can alternatively be met by including individual truck/trailer loads of gravel in the 2" to 5" range spaced at regular intervals in the delivery as needed such that the total when mixed meets the specification. Regular delivery spacing of these separate loads will allow the crew at the river to provide some mixing with the rest of the gravel as it is placed in the river.

No gravel shall be smaller than 1/8 inch in diameter. Gravel shall be completely free of dirt, silt, sand or any other fine particulate material less than 1/8 inch in diameter. In addition, gravel shall be completely free of oils, clay, debris and organic material. Gravel must be washed at least once and have a cleanliness value of 85 or higher based on Caltrans Test #227.

Gravel delivered to the project site not meeting specifications will be refused by the Contracting Officer and will be immediately removed from the site at the Contractor's expense.

Gravel Testing – Prior to the commencement of the job, the Contractor will take one sample of the gravel at the production source. The Contractor shall have the gravel tested for both size and cleanliness at a certified/accredited laboratory.

Initial gravel testing shall occur near the beginning of the production of the mix or after the first approximately 1,000 tons has been processed. Purpose of early inspection is to confirm compliance with quality of material specifications and remedy any concerns prior to delivery.

Gravel Inspections – The Contracting Officer will be given complete and unfettered access to inspect the production of gravel at the production location/source. Inspections will ensure that delivered gravel meets all requirements of this contract. The Contracting Officer will exercise discretion as to when and how many additional samples will be taken.

The Contracting Officer has the right to reject spawning gravel delivered to the job site that does not appear to meet specification for size and cleanliness. Any dispute on the acceptability of the spawning gravel shall be resolved by the testing of the spawning gravel, at the Contractor's expense, at a certified/accredited laboratory.

Method of Delivery – The Contractor shall provide all the necessary equipment, labor, and materials to load and transport the gravel to the site. Only dump trucks or transfer trucks shall be used to deliver gravel materials. 700 to 1,400 tons of gravel will be delivered daily, to minimize need for material stockpiling within designated staging areas.

To verify the amount of gravel delivered, the Contractor shall weigh each loaded truck at a certified scale. Contractor shall submit each individual truck's weight slip to the Contracting Officer for verification and payment.

Tonnage Limit – The existing bridge over the ACID canal has a limited load carrying capacity. To prevent overloading the bridge the Contractor shall not exceed 24 tons for any single load delivered across the bridge and dump trucks shall meet Caltrans standard highway load limit (H-20) requirements.

Coordination – Gravel deliveries shall be coordinated with construction personnel who will place the gravel in the river under a separate agreement (point of contact to be provided).

Access Road Maintenance – *The Contractor shall maintain the access road during the gravel delivery and return the access road to its pre-project condition upon completion of gravel delivery. This may include importing fresh road base if determined necessary by the Contracting Office.*



Figure 1 – Location Map



Figure 2 – Project Site Overview

QUOTE SHEET

Construction Services for the Market Street South Gravel Project

ITEM	UNIT	PRICE/UNIT	AMOUNT
1. Materials & Delivery*			
Spawning-Grade Gravel	Ton	\$_____	\$_____

* Price will incorporate cost of gravel testing and Access Road Maintenance. For this scope, neither Davis-Bacon nor state prevailing Wages are required.