

TRI-DAM PROJECT



CONTRACT DOCUMENTS FOR TULLOCH DAY USE SITE

October, 2021

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* Updated Water Line and Sanitary Sewer Plans Attached,
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** Reinforcement of the Rip-Rap Erosion Protection Wall IS a
requirement for this project. Disregard note on plans stating “Not
a Part
Of This Contract”.

DIVISION 0
Bidding Requirements

SECTION 00100

PROJECT DESCRIPTION SUMMARY

INTRODUCTION

The Tri-Dam Project (TDP) is providing a day use public access site at Tulloch Reservoir. TDP operates the Tulloch Reservoir under the guidelines of a license issued by the Federal Energy Regulatory Commission (FERC) and is the permitting agency for all real property around the reservoir at elevation 515 feet and below.

TDP has received approval for construction of a day use recreational site that will include picnic tables, fishing pier, natural shoreline beach area, restrooms and parking area.

SITE DESCRIPTION

The Project location is noted on the plan set. The site's ground surface slopes down from O'Byrnes Ferry Road to Tulloch Lake. There is an existing 4-foot-high rock masonry retaining wall along the road grade, an upper bench below this wall, a 5-foot-high sloping ground surface descending from the upper bench, and a lower bench along the lake shoreline. An existing rip rap buttress wall lines the shoreline slope and retains an artificial fill that forms the lower bench along the shoreline.

There are existing improvements on the site such as underground utilities and a concrete slab along the shoreline from a former floating dock. Buildings and improvements that once occupied the site have been removed. There are trees at the lower bench; otherwise, low grass and rock aggregate cover the site's ground surface. There is an existing driveway on the north side of the site that descends from the road to the upper and lower benches.

There is an existing one- and two-story wood-framed residential building on the property to the south. Along that southern property line, the shoreline slope/rip rap-buttruss turns inslope about 90 degrees from the lake shore – forming a notch in the shoreline at the neighboring property. A lakeside part of the building and a deck that are about 3 feet lower than the project site's ground surface occupy the notch.

There are depressions on the ground surface behind the shoreline slope.

PROJECT DESCRIPTION

The project will consist of earthwork and construction of the following:

- Entrance gate and emergency gate
- Asphalt-paved entrance driveway and parking lot
- Modular restroom building set on a rock aggregate apron and concrete pad
- Picnic shelters, with shade canopies

- A shoreline access area
- Permanent slopes and retaining walls
- Pedestrian guardrail
- Freestanding concrete screen wall
- A floating fishing pier
- New underground utilities
- Mitigation of ground erosion at the shoreline

The entrance driveway, parking lot and restroom building will occupy the area of the upper bench, and the picnic shelters and self-launch at the shoreline area will occupy the area of the lower bench along the shoreline. The driveway and entrance gate will be at the north side of the site and the restroom building and adjacent gate will be south of the parking lot. The fishing pier will be on the lake water and moored to the shoreline near the middle of the site.

TDP would like the existing trees to remain. TDP's objectives include good aesthetics, low maintenance and cost-effectiveness for their constructed facility. TDP plans to begin construction in late 2021, with full completion in spring 2022.

SCOPE OF WORK

Based on the approved plans, the scope of work will include:

- General earthwork
- Grading and Paving
- Installation of a fishing pier and public restroom
- Retaining walls and screen walls
- Shoreline erosion mitigation
- Work in the County's right-of-way including installing a driveway approach, striping and parking restrictions.

In order to facilitate a timely completion, the Contractor will begin Work to provide submittals and procure project materials within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER.

Prior to any site Work commencing, the Contractor shall develop a SWPPP and implement the BMPs to prevent runoff to the reservoir from the laydown area and the construction site. Once the BMP requirements are in place the site Work can begin.

With a very limited work and staging areas, the Contractor will be required to coordinate the logistics for the delivery, storing and staging of material. The Contractor shall verify actual material quantities required. The receiving and storage area will be located at the project site.

CONSTRUCTION METHODS AND TECHNIQUES

The Contractor is responsible for the Means and Methods used for the construction. Also, it will be the Contractor's responsibility to verify the materials quantities required for the construction activities.

ENVIRONMENTAL CONSIDERATIONS

A full erosion control plan will be implemented as part of the Project prior to the commencement of any land disturbance. Owing to rocky substrates, and the inability to fully anchor erosion control BMPs into existing substrates, erosion control goals may be met through installation of gravel wattles. These wattles or other devices will be installed above the waterline at all Work locations that could dislodge sediments into the reservoir. The filtration devices should be heavy and should self-seat firmly on the ground surface without driven anchors. All gravel wattles or other devices shall be removed upon Project completion. The Contractor shall prevent hazardous substances from entering the ground or reservoir. If on-site fueling is necessary, a temporary equipment fueling station shall be established, and fuel, oil and petroleum storage tanks shall be surrounded with suitable containment structures.

A SWPPP shall be prepared by the Contractor and submitted to the State Water Resources Control Board prior to any land disturbance, if required. Hence, the applicant will be provided coverage under the NPDES program by the State Water Resources Control Board.

- END OF SECTION 00100 -

SECTION 00200

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Board of Directors of the South San Joaquin Irrigation District and the Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project (OWNER), will receive BIDS for Work to be performed in accordance with Contract Plans and Specifications (Contract Documents) via email to bjaruszewski@tridamproject.com until but no later than 2:30 p.m. local time on November 5, 2021 for construction of:

Tulloch Day Use Site
Calaveras County

At said time, and promptly thereafter, all Bids that have been duly received in accordance with the Contract Documents will be opened.

Project Description: In accordance with plans and specifications prepared for OWNER by Dillon & Murphy Engineering (D&M) (Engineer), the Work includes the furnishing of all labor, materials, taxes, equipment and services for the construction of the Tulloch Day Use Site. See Section 00100 Project Description for more detail.

The Start Work, Substantial and Final Completion for the Contract shall be as follows:

Start Work	Within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER
Substantial Completion	4/29/2022
Final Completion	5/25/2022

Contractor is invited to submit their proposed schedule, as part of the bid package to reflect the most efficient and cost-effective project performance, integrating this project into other committed projects.

Contract Documents for the Work to be constructed may be seen at the office of OWNER (31885 Old Strawberry Road, Strawberry, CA 95375) and are available at the OWNER'S website (www.tridamproject.com). The Contract for the Work advertised will be awarded to the lowest responsible Bidder, but the Board of Directors of South San Joaquin Irrigation District and the Oakdale Irrigation District cooperatively operating as Tri-Dam Project reserves the right to reject any and all Bids.

It is requested that all parties intending to submit a bid notify the Owner's Representative by contacting Brian Jaruszewski (bjaruszewski@tridamproject.com) with copy to Joe Murphy (jmurphy@dillonandmurphy.com) within 1 week following the Mandatory Pre-Bid Meeting so that the perspective contractor can be placed on the "Plan Holder's List."

A Mandatory Pre-Bid Meeting is scheduled for October 20, 2021 at 9:00 a.m. at the Tulloch Day Use Site located at 7430 O'Byrnes Ferry Road, Copperopolis, CA. The purpose of the Pre-Bid meeting will be to review the existing conditions and the Work to be performed under the Bid with prospective Bidders.

The Bid must be on forms contained in the Contract Documents of the Bid Documents located at the OWNER's office or website at the address set forth above. One Bid is to be provided as a PDF document and email subject noted "Tulloch Day Use Site Project" and must be delivered up to but not later than the specified time and date.

All Bids shall be accompanied by a cashier's or certified check payable to the order of Tri-Dam Project, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to Tri-Dam Project and signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount of the Bid and over and above all statutory exemptions. In the event that the lowest responsible Bidder fails, within five (5) days after written notice that the Contract has been awarded to him, to enter into a Contract with OWNER, OWNER may award the Contract to the second lowest responsible Bidder. In such event, the amount of the lowest responsible Bidder's security shall be applied by the OWNER to the difference between the lowest responsible Bidder's Bid and the second lowest responsible Bid, and the surplus, if any, shall be returned to the lowest responsible Bidder if cash or a check is used, or to the lowest responsible Bidder's surety if a bond is used.

Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of one hundred percent (100%) of the Contract price; the Bonds, if any, shall be in the format specified by the OWNER. The Faithful Performance Bond will be retained by OWNER for twelve (12) months following final acceptance by the OWNER of the improvements constructed to guarantee correction of failures attributable to workmanship and materials. Upon the final acceptance by the OWNER, the amount of the Faithful Performance Bond may be reduced to twenty percent (20%) of the actual improvement construction costs.

Prior to commencement of work for the public project, the ENGINEER for the OWNER shall prepare and file in the ENGINEER'S office both complete and accurate Plans and Specifications or a work authorization describing the Work to be performed.

The ENGINEER is Dillon & Murphy, located at PO Box 2180, Lodi, California, 95141; telephone 209-334-6613; jmurphy@dillonandmurphy.com, attention Joe Murphy. All communication with the ENGINEER should include copy to Brian Jaruszewski (bjaruszewski@tridamproject.com).

Contractor may substitute securities in lieu of retained funds withheld by the OWNER in accordance with California PCC §22300.

Contractor will be required to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, and to comply with California Labor Code §§1777.5, 1776. Copies of the

prevailing rate of per diem wages are on file at the ENGINEER'S office and shall be made available to any interested party upon request.

Contractor will be required to post all jobsite notices prescribed by law or regulation.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations ("DIR") pursuant to labor code section 1725.5. To register log on to the DIR website:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

This project is subject to compliance monitoring and enforcement by the DIR.

Contractor shall possess a valid Class "A" Contractor's License at the time of bid, award of the Contract, and during performance of the Contract.

- END OF SECTION 00200 -

SECTION 00300

INSTRUCTIONS FOR BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

- A. Bidders may view the Contract Documents at the locations designated in Contract Specifications Section 00200 Notice Inviting Bids. The hardcopy at the OWNER'S location described in Contract Specification Section 00200 shall be the official Bid Set.
- B. Bidders shall use complete sets of Contract Documents in preparing Bids. OWNER will not be responsible for Bidder using an incomplete set of Contract Documents.
- C. OWNER makes the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. FORM OF BID

- A. All Bids must be made on the regular Bid Forms, which are made a part of these Contract Documents. One Bid is to be provided as a PDF file via email and marked as required in Contract Specifications Section 00200 Notice Inviting Bids. The Bid must be signed by the individual or by the proper officials of the firm or corporation by which the Bid is made. The right is reserved to reject any and all Bids and to waive technical defects as the interests of the OWNER require.
- B. All Bids must be valid for ninety (90) days following the date of the Bid.
- C. Bid Forms may be obtained as described in Contract Specifications Section 00200. The Contractor is responsible for submitting complete and current Bid Forms.
- D. The Bids shall include all portions of the following Sections:

00400	Noncollusion Affidavit
00502	Indemnity Agreement
00503	Guaranty
00530	Bid
00531	Acknowledgment of Receipt of Addenda
00540	List of Subcontractors and Suppliers
00550	Bidder's Responsibility Statement
00601	Bid Bond
00602	Performance Bond

3. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- A. Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- B. In the event the Bidder has questions as to the meaning of any part of the Contract Documents, or Bidder finds any error, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for Clarification or interpretation of the Contract Documents shall be addressed only to the OWNER's Representative – the ENGINEER – designated in Contract Specifications Section 00200 Notice Inviting Bids. It shall be the Bidder's responsibility to ensure that any such requests be submitted to the OWNER's Representative in a timely manner, but no later than as stated in Specification Section 00300 Instructions for Bidders, 5E.
- C. If necessary, the ENGINEER shall make clarifications, interpretations, corrections and changes to the Contract Documents by Addenda issued as provided below. Purported clarifications, interpretations, corrections and changes to the Contract Documents made in any other manner shall not be binding on OWNER, and Bidders shall not rely upon them.

4. ADDENDA

- A. Addenda will only be issued by electronic mail. The OWNER's Representative will make reasonable efforts to deliver Addenda to all Bidders who are known by OWNER to have received a complete set of Contract Documents, attended the mandatory pre-bid conference and who have provided an electronic mail address for receipt of Addenda. OWNER makes no guarantee that all Bidders will receive all the Addenda.
- B. Copies of Addenda will be made available for inspection at the office and on the website where the Contract Documents are on file for inspection, as indicated in Contract Specifications Section 00200 Notice Inviting Bids.
- C. Addenda withdrawing the "Notice Inviting Bids" or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, if any Addenda results in a material change to the Contract Documents, the Bid Deadline shall be extended by OWNER by not less than seventy-two (72) hours, pursuant to California PCC § 4104.5. All Addenda with material changes will be issued not less than seventy-two (72) hours of Bid due date and time.
- D. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all Addenda as indicated in Contract Specifications Section 00531 Acknowledgement of Receipt of Addenda on the Bid Form. Failure to acknowledge receipt of any Addenda shall render the Bid non-responsive.

5. EXAMINATION OF SITE AND PLAN

- A. The Bidders must satisfy themselves as to the location of the Work, transportation facilities, soil and rock conditions, underground conditions, groundwater, and all other matters that may influence their Bids. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of Work to be performed and the material, equipment and other devices to be furnished and as to the requirements of these Contract Documents.
- B. Any information derived from OWNER, the Engineer, or any of their employees or from any records of OWNER or the Engineer, will not relieve the Contractor from risks of the responsibility of fulfilling the terms of the Contract.
- C. The Contractor shall review the site conditions before bidding.
- D. **A mandatory pre-bid meeting will be held at 9:00 a.m. on October 20, 2021 at the Tulloch Day Use Site located at 7430 O’Byrnes Ferry Road, Copperopolis, CA. Optional safety gear includes hard hat, work boots and safety vest.**
- E. All questions must be emailed to Brian Jaruszewski (bjaruszewski@tridamproject.com) with copy to Joe Murphy (jmurphy@dillonandmurphy.com) by **2:30 pm, October 25, 2021.**

6. FILLING IN BID FORMS BY BIDDERS

- A. Bids shall be submitted on the Bid Forms included with the Contract Documents. Bidder shall submit, concurrently with its Bid, all other information requested by these Contract Documents.
- B. All blanks on the Bid Forms shall be filled in electronically or printed legibly in ink.
- C. Interlineations, alterations, and erasures must all be individually initialed by the Bidder.
- D. Bidder shall acknowledge receipt of all Addenda on the Bid.
- E. Bidder shall not modify or qualify the Bid Forms in any manner.
- F. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.
- G. If any of the conditions describe Section 6 are not met, the bid will be deemed Non-Responsive and will be rejected.

7. BID GUARANTEE

- A. All Bids shall be accompanied by a cashier's or certified check payable to the order of Tri-Dam Project, amounting to ten percent (10%) of the Bid, or by a bond in said amount and payable to Tri-Dam Project and signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount of the Bid and over and above all statutory exemptions. In the event that the lowest responsible Bidder fails, within five (5) days after written notice that the Contract has been awarded to him, to enter into a Contract with OWNER, OWNER may award the Contract to the second lowest responsible Bidder. In such event, the amount of the lowest responsible Bidder's security shall be applied by the OWNER to the difference between the lowest responsible Bidder's Bid and the second lowest responsible Bid, and the surplus, if any, shall be returned to the lowest responsible Bidder if cash or a check is used, or to the lowest responsible Bidder's surety if a bond is used.
- B. The Bid security of the successful Bidder will be returned to him when he executes a satisfactory Contract accompanied by the proper bonds. The Bid security of other Bidders will be returned to them upon the award of the Contract to the successful Bidder, except that of the next higher Bidder which shall be returned to him upon the execution of a satisfactory Contract accompanied by the proper bonds by the lowest Bidder, or in case of his default, the surety of the next higher Bidder will be held until he executes a satisfactory Contract accompanied by the proper bonds.

8. WITHDRAWAL OF BID

- A. Any Bid may be withdrawn at any time prior to 8:00 a.m. of the day fixed in the "Notice Inviting Bids" for the opening of the Bids provided that a request in writing executed by the Bidder or his authorized agent for such withdrawal is filed with the OWNER'S Representative. The withdrawal of any Bid shall not prejudice the right of a Bidder to file a new Bid prior to the established 2:30 p.m. deadline.

9. RESPONSIBILITY OF BIDDER

- A. OWNER has absolute discretion to determine the lowest responsive, responsible Bidder. The Contract will not be awarded to any Bidder who cannot give satisfactory assurance of his ability to perform the Contract if it is awarded to him. Each Bidder shall be required to furnish satisfactory evidence that he has sufficient means and facilities and has had ample experience in the type of Work contemplated herein to deliver the materials, furnish the equipment and devices, and complete the installation in accordance with the Contract Documents and within the time limit guaranteed.
- B. In determining whether or not a Bidder is "responsible," OWNER will consider information provided in the Contract Specifications Section 00550 Bidder's

Responsibility Statement and the additional pages required that demonstrate the following factors in relation to the Work to be performed for this Project:

1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.
2. Demonstrated safety record including, but not limited to, Experience Modification Rate.
3. Successful completion of projects of similar scope and size by contractor and/or subcontractors. In reviewing this factor, OWNER may consider elements including, but not limited to, project work scope, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, districts, clients, design professionals, or subcontractors.
4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.
5. History of claims, litigation, and termination or disqualification from projects.
6. Bidder shall provide proof of public works Contractor registration with the California Department of Industrial Relations.

OWNER will make its determination of responsibility based upon information submitted by Bidders contained in the Contract Specifications, Section 00550 Bidder's Responsibility Statement, and, if necessary, interviews with previous cities, districts, clients, design professionals or subcontractors with whom the Bidder has worked.

If a Bidder otherwise determined to be the lowest responsive Bidder is determined to be non-responsible by the OWNER, that Bidder will be given notice of each finding by the OWNER's Representative and shall have five (5) working days to present additional relevant evidence to the OWNER's representative. The OWNER's Representative shall make a recommendation to the OWNER, which shall make a finding on the issue of non-responsibility as part of the process of Award of Contract.

- C. The Contractor shall possess a valid Class "A" Contractor's License at the time of Bid, award of the Contract and throughout Project completion. Bids will not be accepted from a Contractor who is not licensed in accordance with the laws of the State of California.

- D. Contractor shall register with the California Department of Industrial Relations (DIR) prior to submitting a bid for this Project, and shall be aware that this Project is subject to enforcement by DIR.

10. BID PROTEST

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the OWNER's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the OWNER for this project, the Bidder agrees to comply with and to be bound by this procedure.

Any Bid protest must be submitted in writing to the OWNER's Representative Brian Jaruszewski (bjaruszewski@tridamproject.com) and copy to Joe Murphy (jmurphy@dillonandmurphy.com), before 5:00 p.m. on the fifth (5th) working day following Bid opening.

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Contract Document that forms the basis for the protest.
- D. The protest must include the name, address, email address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that 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.
- F. The OWNER will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the OWNER.
- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's 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. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

- H. If the OWNER determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards.
- I. The OWNER will issue a written final decision by first-class mail and/or by electronic means, such as facsimile or e-mail, within fifteen (15) working days of receiving the initial protest documentation from the protesting party. This written decision will state the OWNER's determinations after an investigation of all protest documentation received/related information and the actions that will or will not be taken in response to the protest received from the protesting party.

11. PROGRESS SCHEDULES – MATERIAL AND EQUIPMENT LISTS

- A. The Contractor shall be required to submit a Baseline schedule with the Bid, and subsequent to the award of the contract, to submit weekly Updated Schedules satisfactory to the Engineer showing the time and daily work hours he proposes to spend in prosecuting the various major divisions of the Work and his proposed sequence or order of operation in accordance with Division 1 Section 01320 Progress and Schedules of these documents.
- B. The Contractor will be required, subsequent to the award of the Contract, to submit a complete statement of the origin, composition and manufacturers of any or all materials to be used in the construction of the Work together with such samples thereof as the Engineer may direct.
- C. The Contractor may be required to submit for the “review-and-acceptance” of the Engineer lists of all materials, equipment and/or devices contemplated to be used on or incorporated in the Work.

12. CONTRACT BONDS

- A. The Contractor shall furnish bonds, at his own expense, to the extent required by law or as set forth in the Contract Documents, and shall utilize the forms specified in the Contract Documents.

13. INSURANCE

- A. The Contractor shall provide, at his own expense, all insurance including, but not limited to, Workers' Compensation, Automobile, Public Liability and Property Damage, all insurance required by law, and any additional insurance as stipulated within the Contract Documents, or by the OWNER.

14. AWARD OF CONTRACT

- A. The right is reserved to reject any or all Bids. The award of the Contract, if it is to be awarded, will be made to the lowest responsible Bidder whose Bid complied with all of the prescribed requirements.

15. EXECUTION OF CONTRACT

- A. The Contract shall be executed and signed by the Contractor and returned with the prescribed executed bonds and proof of insurance as required by the Contract Documents within the five (5) days after receipt by him of the Notice of Award. Failure to return the signed and executed Contract with the prescribed executed bonds and proof of insurance within the five (5) day limit shall be just cause for the annulment of the award and the forfeiture of the Bid security.

16. SUBCONTRACTOR AND SUPPLIER

- A. Each Bidder must comply with California PCC §4100 to 4113 (Subletting and Subcontracting Fair Practices Act) and must submit with his Bid on the form attached to the Bid Form, the name and location of the mill, shop or office of each proposed Subcontractor and Supplier who will perform work or labor or render services to the Contractor in excess of one-half of one percent (0.5%) of the Contractor's total Price or ten thousand dollars (\$10,000), whichever is greater, and shall state the portion of the work which will be done and/or by each Subcontractor.
- B. Contractor is required to self-perform at least thirty three percent (33%) of all proposed work.
- C. Contractor is required to provide a list of suppliers providing more than \$20,000 in supplies/materials for the project Work to be performed under these Contract Documents.

17. COMMENCEMENT OF WORK

- A. The work shall commence within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER to procure materials; to start Work no later than December 13, 2021; to achieve Substantial Completion of the Work no later than April 29, 2022, and to achieve Final Completion of the Work by May 25, 2022.

18. TAXES

- A. The Bid price set forth in the Bid Form shall include all federal, state and local taxes applicable to the Work or materials furnished, and no claims for additional costs of any such tax shall be made.

19. SCHEDULE OF VALUES OR PRICES

- A. The Contractor may be required or has the option to submit, upon award of Contract, a breakdown or schedule of lump sum and unit prices that is satisfactory to the Engineer to be used for monthly payment estimates.

20. GENERAL WAGE DETERMINATION

- A. Pursuant to the State of California Labor Code 1770-1780, the rate of wages for each craft, classification or type of workman paid under this Contract shall be at least that set by the wage scale as determined by the State of California, Department of Industrial Relations. Pursuant to State of California Labor Code 1773.2, a copy of these wage scale determinations can be obtained from the State of California, Department of Industrial Relations. The Contractor shall determine the Employer Payments and Worker Classifications prior to start of work.
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to labor code section 1725.5. To register log on to the DIR website:
<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>
- C. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- D. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the department of industrial relations pursuant to labor code section 1725.5
- E. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

21. DISCREPANCIES IN BIDS

- A. Where there is any discrepancy in the written or numerical quotation of unit Bids or the extension of the quantities and unit prices, the products of the written quotation of unit price and the estimated quantity for the item will be the Bid considered correct by OWNER.

22. DELIVERY OF BIDS

- A. Bids must be delivered to OWNER up to but not later than the specified time as indicated in Contract Documents Section 00200 Notice Inviting Bids.

23. COMPLIANCE WITH BIDDING PROCESS

- A. OWNER reserves the right to accept or reject any submitted Bid that fails to comply with any of the requirements as set forth herein.
- B. OWNER reserves the right to waive minor, non-material deviations in submitted Bids, at OWNER's sole discretion.

24. AWARD OF CONTRACT

- A. The OWNER may award a Contract as the interests of the OWNER may dictate.

25. COMPLIANCE WITH PROGRESS SCHEDULE

- A. The Contractor is specifically directed to review Contract Documents Section 01196 of the General Conditions.
- B. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by April 29, 2022 (“Substantial Completion Deadline”), such that the Day Use Recreation Site may be accessible for public use. Should the Contractor fail to Substantially complete the Work by the Substantial Completion Deadline, a deduction of **One Thousand Dollars (\$1,000.00) per work day** will be made from amounts otherwise due the Contractor for each and every calendar day that the site is unavailable for public use. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the agreed upon period.
- C. Should the Contractor fail to have ALL Work completed by May 25, 2022, an additional deduction of **One Thousand Dollars (\$1,000) per work day** shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the time allotted and impairing OWNER’s ability to open recreation facility as required by FERC.

- END OF SECTION 00300 -

SECTION 00400

“NONCOLLUSION” AFFIDAVIT

State of California
County of _____

I, _____, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as _____ of _____ the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at _____, _____ County, in the State of _____.

BIDDER: _____
(Signature) (Date)

(Name and Title of Signatories)

(Legal Name Bidder)

(Address)

(Phone Number)

- END OF SECTION 00400 -

SECTION 00502

INDEMNITY AGREEMENT

The undersigned Contractor (or supplier) by reason of contracts or purchase orders (and addenda and riders thereto) which have or may be entered into with the designate certificate holder, agrees the following conditions (which conform to California Civil Code, Section 2782) shall apply with respect to any and all work performed for or materials or equipment supplied to designated certificate holder.

The Contractor agrees to indemnify and save harmless, the OWNER, Condor Earth, their officers, directors, agents, employees, and consultants from and against all loss or expense, (including costs and attorney fees) on account of injury or death of persons employed by the Contractor, or his subcontractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof. Upon demand, the Contractor shall defend any suits or actions covered by the terms of this Agreement.

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the following insurance, and any additional insurance as stipulated within the Contract Documents (including Contract Specification Section 01172), in a company or companies acceptable to the OWNER. All insurance, excepting Workers' Compensation and Occupational Disease Insurance, shall include as additional insured: the OWNER, Condor Earth, and their officers, employees, consultants and agents.

- A. Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State in which the work is to be performed; and Employer's Liability Insurance in an amount of at least **\$1,000,000.00**.
- B. Comprehensive Liability Insurance with limits of:
 - 1. Bodily Injury, Property Damage and Personal Injury - **\$1,000,000.00** each occurrence, **\$2,000,000.00** aggregate.
 - 2. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: his operations, operations by sub-contractors, elevators, products, completed operations and contractual liability assumed under the indemnity provisions above insurance.
- C. Automobile Liability on occurrence basis covering all owned, non-owned, and hired automobiles for limits of liability of:
 - 1. Bodily Injury and Property Damage - **\$1,000,000.00** each occurrence.

- D. Builder's Risk Insurance is not required, but any damages due to fire, arson, vandalism or other causes typically covered under Builder's Risk Insurance during the construction period will be the full responsibility of the Contractor.

Provided however, that the limits of such insurance shall not limit the extent of such assumed responsibility and liability.

DATE: _____

ACCEPTED: _____
Owner, Partner or Officer

Witness-If Corp., Attest & Seal

COMPANY: _____

- END OF SECTION 00502 -

SECTION 00503

GUARANTY

The Contractor shall remain responsible for all defects in the Work, for a period of one (1) year following completion and acceptance of the Work by the Owner. Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty techniques, material furnished or methods of installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, the undersigned agrees to reimburse the Owner upon demand, for its expenses incurred in restoring said Work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

CONTRACTOR: _____

BY: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR'S LICENSE NUMBER: _____

DIR REGISTRATION NUMBER: _____

TELEPHONE NUMBER: _____

- END OF SECTION 00503 -

SECTION 00520

CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 2021, by and between the Tri-Dam Project (hereinafter "OWNER") whose principal place of business is 31885 Old Strawberry Rd., Strawberry, CA 95375, and _____ (hereinafter "Contractor") whose principal place of business is _____.

WITNESSETH

That the OWNER has awarded to the Contractor, upon his Bid duly submitted, the Contract for doing the Work and furnishing the materials and equipment for the Work described in the Contract Documents bound herewith on the terms stated as follows:

1. Contractor Agrees:
 - A. To do all the Work and furnish all the labor (at least 33% to be self-performed by the bidding Contractor), material, equipment and appliances to complete the Work in accordance with the Contract Documents.
 - B. To do and perform the Work diligently as directed by the OWNER until completion is evidenced by written acceptance by the OWNER.
 - C. To start Work within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER; to achieve Substantial Completion of the Work no later than April 29, 2022, and to achieve Final Completion of the Work by May 25, 2022.
 - D. To remedy, at his expense, any defects in the Work which shall appear within a period of twelve (12) months from the date of the final acceptance of the Work.
 - E. To do and perform the Work contemplated hereby and furnish all supervision, labor, material, appliances, equipment, tools and pay all taxes therefore, at the Bid Price specified in the Bid Forms submitted by the Contractor, a conformed copy of which is attached to and made a part of the Contract.
 - F. To assume sole and complete responsibility for site conditions during the course of construction of this Project, including safety of all persons and property; and that is requirement shall apply continuously and not be limited to normal working hours.
 - G. To maintain during the life of this Contract at the Contractors own expense Workers' Compensation, Automobile, Comprehensive Liability and Property

Damage Insurance as set forth in any of the Contract Documents including, but not limited to Section 00502 Indemnity Agreement and in General Requirements Section 01172 Contractor's Insurance, or any additional insurance that may be required by the OWNER for the Work. Certificates of such insurance shall be delivered to the OWNER prior to the start of Work, and as may be otherwise specified within the Contract Documents. The Contractor must comply with California Labor Code §3700. All insurance, excepting Worker's Compensation and Occupational Disease Insurance, shall include as additional insured, the South Joaquin Irrigation District, Oakdale Irrigation District, Tri-Dam Project, Condor Earth, and the directors, officers, employees, consultants and agents of the aforementioned. The Contractor shall furnish evidence of the required insurance coverage to the OWNER prior to execution of the Contract Documents. And in compliance with provisions of Section 1861 of the California Labor Code, the undersigned Contractor certifies as follows:

I am 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 I will comply with such provisions before commencing the performance of the work on this Contract.

- H. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by April 29, 2022 ("Substantial Completion Deadline"), such that the Day Use Recreation Site is available for public use. Should the Contractor fail to Substantially complete the Work by the Substantial Completion Deadline, a deduction of **One Thousand Dollars (\$1,000.00) per work day** will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the site is unavailable for public use. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the agreed upon period.
 - I. Should the Contractor fail to have ALL Work Completed by May 25, 2022, an additional deduction of **One Thousand Dollars (\$1,000) per work day** shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor's failure to complete the Work within the time allotted and impairing OWNER's ability to open recreation facility as required by FERC.
2. The OWNER will cause payment to be made to the Contractor for the Contract prices herein in the following manner:
- A. Contractor shall submit payment request no later than the first (1st) day of each month. On or about the last day of each month, after the start of the Work, an amount equal to ninety-five percent (95%) of the value of all Work completed as of the twenty-fifth (25th) day of the preceding month, based on the quantities of Work completed, as determined by the Engineer at the unit prices stated at the time

of Bid, less the aggregate of all previous payments made to the Contractor, shall be paid to the Contractor.

- B. Before issuance of the Notice-of-Completion, the Contractor shall submit evidence satisfactory to the OWNER that all payrolls, materials bills and other indebtedness connected with the Work have been paid, except that in the case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a Surety Bond satisfactory to the OWNER guaranteeing payment of all such disputed amounts when adjudicated.
- C. Upon receipt of written notice that the Work is ready for final review, the Engineer and OWNER will promptly make such review, and when the OWNER finds the Work satisfactory under the Contract and the Contract fully performed, the OWNER will promptly issue a Final Notice stating that the Work required by this Contract has been completed. The OWNER then shall issue to the Contractor, the entire balance found to be due within **thirty-five (35) days** after the date of the OWNER's final notice.
- D. Contractor may substitute securities in lieu of retained funds in accordance with California PCC § 22300.
3. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the Work shall be presented to the OWNER by the Contractor, unless specified otherwise by the OWNER.
4. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the provisions hereof.
5. Contractor agrees to submit for review and approval DAS forms 140 and 142 (including Subcontractors) based on the State of California, Department of Industrial Relations time requirements.
6. Contractor (including Subcontractor) agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Department of Industrial Relations, in the published wage scale determination, which the Contractor will post at the project site. Contractor agrees to post all other jobsite notices as may be prescribed by law or regulation. Contractor agrees to comply with California Labor Code §§ 1777.5, 1776. Certified payroll documentation shall be submitted with all Contractor pay requests for review and acceptance by the Owner as described in Section 2.A above. The Owner will use the following check list for certified payroll review:
- Certified Payroll (CPR) and DIR eCPRs (including DIR Confirmation page) must be submitted for each payroll.
 - Fringe Benefit Statement must be included with the first payroll and for any changes.
 - Provide a copy and proof of submission of the DAS 140 prior to starting work on the Project.

- Provide a copy and proof of submission of the DAS 142 as work progresses.
 - If no work is performed, a Statement of Non-Performance (SNP) and DIR eCPR SNP must be provided for the payroll.
 - Certified Payroll, DIR eCPRs (including DIR Confirmation page), and Statement of Non-Performances must be numbered in sequence with no gaps in payroll periods.
 - Provide a Statement of Compliance for each payroll.
 - Certified Payrolls/eCPRs must contain the Craft/Classification as listed by the DIR
 - Proof of training funds paid will be required.
7. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his Subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the OWNER may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within five (5) business days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate. In the event of any such termination, the OWNER shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) days after the serving upon it of Notice-of-Termination does not give the OWNER written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the OWNER may take over the Work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby, and in such event the OWNER may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the OWNER. The expense incurred by the OWNER, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
8. New and unforeseen Work will be classed as Extra Work when determined by the OWNER that such Work is not covered by any of the various items or combination of such items for which there is a Bid Price. In the event that portions of such Work are determined by the

OWNER to be covered by some of the various items or combinations of such items for which there is a Bid Price, the remaining portion of such Work will be classified as Extra Work. Extra Work also includes work specifically designated as Extra Work in the Plans and Specifications. Extra Work when ordered and accepted shall be paid for under a written Change Order in accordance with the terms therein provided. Payment for the Extra Work will be made at the unit price agreed upon by the Contractor and the OWNER; or by force account. If the Work is done on force account, the Contractor shall receive the actual cost of all materials furnished by him as shown by his paid voucher, plus fifteen percent (15%), and for all labor, equipment and tools that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing. The price paid for labor shall include any compensation insurance paid by the Contractor. Mark up on Subcontractors work shall not exceed fifteen percent (15%). All Extra Work and force account shall be adjusted daily upon report sheets, prepared by the Contractor, furnished to the OWNER and signed by both parties, which daily reports shall thereafter be considered the true record of Extra Work or force account Work done. The daily report sheets must be submitted within 48 hours after the work has been completed or the OWNER will pay what he deems as fair.

9. It is mutually agreed and understood that the complete Contract shall consist of this Contract, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:
 - A. *Tri-Dam Project Contract Documents for Tulloch Day Use Site Project, dated March, 2021, including Technical Specifications as shown on drawings; Note W4.0 Erosion Protection Reinforcement note "Not a Part of this Contract" is deleted and that work effort IS a part of this contract.*
 - B. *Tri-Dam Project Tulloch Day Use Site Project Contract Drawings dated March, 2021; Offsite water line extension and sanitary sewer line plans dated October 6, 2021.*
 - C. *Accepted Bid;*
 - D. *Any Published Addenda or Supplements*
10. The provisions of California Labor Code §1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any Subcontractor under him.
11. If the total bid amount as set forth in the Bid is in excess of \$25,000, then Contractor shall provide a faithful Performance Bond and Payment Bond each in the sum of one hundred percent (100%) of the Contract Price; the Faithful Performance Bond will be retained by OWNER for twelve (12) months following final acceptance by OWNER of the improvements constructed to guarantee correction of failures attributable to workmanship and materials for a period of one (1) year from final acceptance. Upon final acceptance by OWNER, the amount of the Faithful Performance Bond will be reduced to twenty percent (20%) of the actual improvement construction costs.

12. All provisions of the California Occupational Safety and Health Act of 1973 (Cal OSHA), as amended, shall be the responsibility of the Contractor to adhere to.
13. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.
14. OWNER shall, within ten (10) days of receipt by OWNER of any third-party claim relating to this Contract, notify Contractor in writing of the receipt of such claim.
15. Eight (8) hours labor constitutes a legal day's work.
16. The Contractor shall guarantee the Work for a period of **one (1) year** after the date of filing of the Notice-of-Completion. The faulty materials and/or workmanship, and any repairs made necessary by these causes shall be at his expense. A written manufacturer's warranty shall be provided for equipment supplied under this Contract. The warranty shall cover all defects or failures of materials, or workmanship that occurs as the result of normal operation and service.
17. The Contractor shall indemnify, defend, and hold harmless the South San Joaquin Irrigation District, Oakdale Irrigation District, the OWNER, Dillon & Murphy, Condor Earth and the directors, officers, agents, consultants, and employees of the aforementioned, and as outlined in Contract Specification Section 00502 Indemnity Agreement, from any and all claims and losses accruing or resulting to Contractor and to any and all Subcontractors, materials, men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this agreement. To the extent required by applicable law, disputes arising between the Contractor and the OWNER under or in connection with this Contract shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference only after provisions for Dispute Resolution have been thoroughly exhausted.
18. Contractor and OWNER shall attempt to resolve conflicts or disputes under this Contract in a fair and reasonable manner and agree that if resolution cannot be made an attempt will be made to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Contract or the subject matter of this Contract, it shall be subject to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association. All arbitration shall be subject to the Federal Arbitration Act.
19. Per Government Code Section 4552 in submitting its Bid and entering into the Contract or a Subcontract to supply goods, services, or materials pursuant to the Contract, the Contractor or Subcontractor offers and agrees to assign to the OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of

goods, services, or materials pursuant to the Contract or any Subcontract. This assignment shall be made and become effective at the time the OWNER tenders final payment to the Contractor, without further acknowledgment by the parties.

- 20. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the OWNER and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.
- 21. OWNER explicitly reserves the right to unilaterally assign this contract in whole or in part to the Tri-Dam Power Authority without Contractor's consent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on the day and year first above written.

TRI-DAM PROJECT
Strawberry, California

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

- END OF SECTION 00520 -

SECTION 00530

BID

**Bid Due: 2:30 p.m.,
Friday, November 5, 2021**

Via Email to: Brian Jaruszewski (bjaruszewski@tridamproject.com)

Gentlemen:

In response to your call for bids, the undersigned (also referred to as “Bidder”) having examined the site of the Work, the Contract Documents, Contract Drawings, and documents attached thereto, or other documents that are otherwise implied, hereby proposes to furnish the labor, all equipment, all materials, all devices and other costs including federal, state, county and local sales or other taxes, to do the work for which prices are quoted below, and to complete all work ready for use within the number of working days specified and in accordance with said Contract Documents. The Bidder further agrees that at least thirty-three percent (33%) of all labor will be self-performed by the bidding Contractor.

Schedule of Baseline Bid Prices

The Schedule of Bid Prices shall constitute the Bidder’s price for the Work. In the Bid, amounts shall be shown in figures for the bid items. The total base Bid Price shall be shown in both words and figures. In case of discrepancy between the words and figures, the words will govern. The Bid sheet is included as an Excel file.

Unit Quantities

The OWNER reserves the right to adjust unit quantities to greater or lesser than twenty-five percent (25%) of the estimated quantities without change to the Contractor’s Bid Unit Price.

Mobilization and Demobilization

Mobilization and Demobilization generally consists of work associated with Section 01400 Mobilization and Demobilization, Section 01500 Temporary Facilities of the Contract Documents and is not to exceed 5% of the total bid price. Related Work may include work associated with Section 01700 Contract Closeout.

Bid Guaranty and Signature

Attached hereto and made a part hereof is United States Currency, Cashier’s Check, Certified Check or Surety Bond No. _____ in the amount of \$_____, which is not less than ten percent (10%) of the total amount of the total Bid, as a guaranty that the Bidder will enter into a Contract in the form bound with these Contract Documents within five (5) days after the Notice-of-Award of the Contract by the OWNER.

The undersigned hereby agrees that, in case his Bid is accepted, he will within five (5) days after notice thereof, execute a Contract with the OWNER in the form hereto attached and, if required by law, shall furnish a bond in the sum of the Contract price to secure the payment of all labor and material bills, and also a bond in the sum of the Contract price to secure the faithful performance of the Contract according to the terms and provisions therein; and in case of failure to execute the Contract and furnish the bonds within said period or such extension thereof as may be allowed by resolution duly passed and adopted, it is expressly agreed that the OWNER may award the Contract to the second lowest Bidder and the amount of Bidder’s security shall be forfeited to the OWNER.

It is understood by the undersigned that the quantities of material of Work specified in the Notice Inviting Sealed Bids are estimated and are given only for the purpose of comparing Bids and that the prices quoted are not conditioned upon the accuracy or approximate accuracy of the estimate.

It is understood that the OWNER may award a Contract as the interests of the OWNER may dictate.

Attached hereto and made a part of this Bid is a list of Subcontractors as required by the provisions of Sections 4100 to 4113 of the Government Code of the State of California.

CONTRACTOR: _____

BY: _____

TITLE: _____

ADDRESS: _____

CONTRACTOR’S LICENSE NUMBER: _____

DIR REGISTRATION NUMBER: _____

TELEPHONE NUMBER: _____

- END OF SECTION 00530 -

SECTION 00531

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Please indicate receipt of any Addenda to the Contract Documents by filling in the appropriate Addendum number and filling in date received below. If there are any questions on any Addenda that may have been issued, please contact Joe Murphy, Dillon & Murphy, PO Box 2180, Lodi, CA, 95241, electronic mail jmurphy@dillonandmurphy.com with copy to Brian Jaruszewski (bjaruszewski@tridamproject.com).

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

A BID MAY BE RENDERED NON-RESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA THAT MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Bidder's Names

Name and Title of Signer

Bidder's Street Address

Bidder's City, State, ZIP

Bidder's Telephone No.

Signature of Bidder of Authorized Representative

Date

- END OF SECTION 00531 -

SECTION 00540

LIST OF SUBCONTRACTORS AND SUPPLIERS

In compliance with the provisions of California PCC §4100 to 4113, and any amendments thereof, each Bidder shall set forth below the names and locations of the mill, shop or office of each Subcontractor and Supplier who will perform work or labor or render service to the Contractor, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Price on or about the construction of the Work or improvement to be performed under these Contract Documents and the portion of the Work which will be done by each Subcontractor. Contractor is required to self-perform at least thirty three percent (33%) of all proposed Work.

Additionally, the Contractor is required to provide a list of suppliers providing more than \$20,000 in supplies/materials for the project Work to be performed under these Contract Documents.

If the Contractor fails to specify a Subcontractor and/or Supplier for any portion of the Work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract or purchase order that portion of the Work except under the conditions herein set forth.

Subletting, subcontracting or purchase ordering of any portion of the Work as to which no Subcontractor and Supplier was designated in the original Bid shall only be permitted in cases of public emergency. If the Contractor fails to list Subcontractors or Suppliers as required by code or as described in this Section, the bid will be considered Non-Responsive.

<u>Portion of Work</u>	<u>Name Sub/Supplier</u>	<u>Business Address</u>	<u>License #</u>	<u>% Work</u>	<u>DIR #</u>
------------------------	--------------------------	-------------------------	------------------	---------------	--------------

TRI-DAM PROJECT
TULLOCH DAY USE SITE
CALAVERAS COUNTY, CALIFORNIA

<u>Portion of Work</u>	<u>Name Sub/Supplier</u>	<u>Business Address</u>	<u>License #</u>	<u>% Work</u>	<u>DIR #</u>

FIRM NAME: _____

BY: _____

TITLE: _____

- END OF SECTION 00540 -

SECTION 00550

BIDDER'S RESPONSIBILITY STATEMENT

1. SCOPE OF THIS STATEMENT

In order to allow Tri-Dam Project (OWNER) to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. OWNER shall consider the information contained in this Statement for the sole purpose of determining the Bidder's responsibility. Additional pages are required to respond to the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8 below.

2. EXPERIENCE

A. How many years has the Bidder been performing work as a contractor under the present business name?

B. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. CURRENT WORK IN PROGRESS

A. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

B. What is the total dollar amount of the construction contracts listed in Section 3.A. above?

C. How many construction contracts listed in Section 3.A. are:

(i). In an amount of \$1,000,000 or less?

(ii). In an amount between \$1,000,001 and \$2,500,000?

(iii). In an amount between \$2,500,001 and \$5,000,000?

(iv). In an amount over \$5,000,000?

(v). List the name of the project and a client contact person, with telephone number and email address, for three current active or most recent completed projects referred to in Section 3.C.

Project Name: _____

Contract Amount: _____

Client Contact: _____

Name and Phone: _____

Email: _____

Project Name: _____

Contract Amount: _____

Client Contact: _____

Name and Phone: _____

Email: _____

Project Name: _____

Contract Amount: _____

Client Contact: _____

Name and Phone: _____

Email: _____

4. COMPLETED WORK

Provide the requested information set forth below for the three most recent projects completed with a cost above \$2,500,000 (do not list any projects listed in 3.C.(v) above.

A. Three most recent projects completed above \$2,500,000:

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

- B. Provide a detailed description of three most recent shoreline/dock projects completed by contractor or subcontractor listed in Section 00540 List of Subcontractors and Suppliers. Details shall include a description of the job and how the work was performed.

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Email: _____

5. CLAIMS HISTORY

A. Has any claim (whether mediated, arbitrated, or litigated) been made against your company or any subcontractor listed in Section 8 in the past five (5) years?

B. Has your company or any subcontractor listed in Section 8 made any claim (whether mediated, arbitrated, or litigated) against any public entity or claim in the past five (5) years?

C. If you answered "yes" to subsections 5.A. or 5.B. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

Email: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 8 below).

6. CONTRACT TERMINATION

- A. Has your company or any subcontractor listed in Section 8 ever been terminated by a public entity or client, or rejected from bidding on a public works project in the last five (5) years?

_____ If yes, provide an explanation below:

Project Name: _____

Public Entity/Client Contact
Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 8 below).

7. COMPLETION BY SURETY

- A. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?

_____. If yes, provide an explanation below:

Project Name: _____

Surety Contact
Name and Phone: _____

Date of Surety Took Over: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 8, below).

8. **ADDITIONAL PAGES REQUIRED**

The Bidder is **required** to provide and declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements, including but not limited to items listed in Section 00300 – Instructions for Bidders, Items 9, 11 and 16 – Responsibility of Bidder, Schedule and Subcontractor Participation. Failure to submit these items with the Bid may be used by the Owner to find the bid Non-Responsive per Section 00300.6.G.

(Describe and List Pages Attached) _____

9. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER: _____ DATE: _____
(Signature)

(Name and Title of Signatories)

(Legal Name of Bidder)

(Address)

(Phone Number)

- END OF SECTION 00550

**ATTACH CONTRACTOR SUBMITTED
ADDITIONAL PAGES HERE**

SECTION 00600

BOND REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL

- A. All Bonds required, whether Bid, Performance, Payment or other Bonds, shall be issued by an admitted surety insurer. The same admitted surety insurer must issue the Bid Bond, Performance Bond and Payment Bond. The Payment and Performance Bonds required by these Specifications will neither be accepted nor approved by the OWNER unless the Bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630 are met. The OWNER further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. **Upon request of the OWNER, the bidder shall submit the following documents:**
1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
 2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
 3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled or suspended, or in the event that it has, that renewed authority has been granted.
 4. A certified copy of the certificate of the listing status from the United States Department of the Treasury Circular Number 570, as amended.
 5. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code 173.
- B. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a Surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of surety companies

accepted on Federal Bonds, Contractor shall within twenty (20) days after notice from the OWNER to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new Surety or Sureties have furnished an acceptable Bond to the OWNER.

- END OF SECTION 00600 -

SECTION 00601

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
as Principal, and _____, an admitted California Surety, as
Surety, are hereby held and firmly bound unto Board of Directors of South San Joaquin Irrigation
District and Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project, as
OWNER in the penal sum of _____
for the Payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid attached hereto and
hereby made a part hereof to enter into a contract in writing, for the

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety or any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein state.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

California Certificate No. _____

Contractor

IMPORTANT – SURETY companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

- END OF SECTION 00601 -

SECTION 00602

PERFORMANCE BOND

Whereas, the Board of Directors of South San Joaquin Irrigation District and Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project (OWNER), State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to perform certain Work, which said agreement dated _____ 20__, and identified as Contract Documents for Tulloch Day Use Site Project, are hereby referred to and made a part thereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and _____, as Surety, are held and firmly bound unto Tri-Dam Project in the penal sum of _____ dollars and _____ cents (\$_____._____) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless South San Joaquin Irrigation District and the Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses, fees, including reasonable attorney’s fees, incurred by South San Joaquin Irrigation District and the Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this Bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the Work or to the specifications. In witness whereof, this instrument has been duly executed by the Principal and Surety above named on _____, 20__.

Principal

By:_____

Surety

By:_____

STATE OF CALIFORNIA)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature_____ (Seal)

- END OF SECTION 00602 -

SECTION 00603

PAYMENT BOND

**SOUTH SAN JOAQUIN IRRIGATION & OAKDALE IRRIGATION DISTRICT,
COOPERATIVELY OPERATING AS THE TRI-DAM PROJECT
PAYMENT BOND**

Whereas, the Board of Directors of the South San Joaquin Irrigation District and the Oakdale Irrigation District, cooperatively operating as the Tri-Dam Project (OWNER), in the State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to perform certain Work, which said agreement dated _____, 20__, and identified as Contract Documents for the Tulloch Day Use Site Project, are hereby referred to and made a part thereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the Work, to file a good and sufficient Payment Bond with OWNER to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and _____, as corporate surety, are held firmly bound unto OWNER and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars and _____ cents (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, cost and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the OWNER in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

Principal

By:_____

Surety

By:_____

STATE OF CALIFORNIA)
COUNTY OF _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

- END OF SECTION 00603 -

DIVISION 1
General Requirements

SECTION 01005
SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall keep at the jobsite a copy of the Project Drawings and Specifications (Contract Documents) and shall at all times give the OWNER and Engineer access thereto.
- B. Anything mentioned in the Specifications and not shown on the Project Drawings or shown on the Project Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Contract Documents but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
- D. In case of conflict between portions of the Contract Documents, the order of precedence of Contract Documents shall be:
 - First: Permits from other agencies as may be required by law
 - Second: Addenda
 - Third: Bidding Requirements, Division 00
 - Fourth: General Requirements, Division 01
 - Fifth: Contract Drawings
 - Sixth: State Standard Specifications, Latest Edition
 - Seventh: Reference Documents
- E. Change Orders, supplemental agreements and/or approved revisions to Contract Documents will take precedence over documents listed above. Detailed Project Drawings shall have precedence over General Plans.
- F. Whenever any conflict appears in any portion of the Contract Documents, it shall be resolved by application of the order of precedence.

1.02 GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

- A. For definitions of the Specifications categorized as General Requirements (Division 01) refer to Section 01100 General Conditions, Article 01105 Definitions.

1.03 REFERENCE DOCUMENTS

- A. For a definition of State Standard Specifications refer to Section 01100 General Conditions, Article 01105 Definitions.
- B. Throughout the following Specification Sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These Specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used and are cited or referred to in each of the following sections of these Specifications.
1. American Society of Testing Materials (ASTM), latest edition.
 2. American National Standards Institute (ANSI), latest edition.
 3. American Standards Associations (ASA), latest edition.
 4. American Concrete Institute (ACI), latest edition.
 5. Federal Specifications, latest editions.
 6. California Building Code (CBC), California Code of Regulations, Title 24, Part 2, Volumes 1, 2 and 3, latest edition.
 7. Uniform Plumbing Code, latest edition.
 8. National Electric Code, latest edition.
 9. California Code Regulations, Title 8, Chapter 4, Division of Industrial Safety (Cal-OSHA), Subchapter 4 – Construction Safety Orders.
 10. State Standard Specifications is defined as State of California, Department of Transportation (Caltrans), Standard Specifications, latest edition.
- C. Each citation of a Reference Document shall be construed to refer to the latest published revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this Project unless stated otherwise. The Owner or Engineer will give no consideration to any claimed ignorance as to what a cited Reference Document contains, because such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade, and to be experienced and familiar with his own trade's generally accepted published standards of quality.

- D. Whenever references are made to any of the abovementioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

1.04 LIST OF DRAWINGS

- A. The Work shall conform to the following Contract Drawings separately bound and titled: *Tri-Dam Project Tulloch Day Use Site Project*.

SHEET 1	COVER SHEET
SHEET 2	TOPOGRAPHIC SHEET
SHEET 3	GRADING PLAN
SHEET 4	UTILITY PLAN
SHEET 5	UTILITY PLAN DETAILS
SHEET 6	EROSION CONTROL PLAN
SHEET 7	EROSION CONTROL DETAILS
SHEET 8	PRECAST BATHROOM PLAN
SHEET 9	COMMERCIAL DOCK & FISHING PIER DETAILS
SHEET E1	ELECTRICAL SITE PLAN
SHEET E2	PHOTOMETRIC STUDY
SHEET E3	LEGEND, DETAILS
SHEET W1.0	COVER SHEET AND NOTES
SHEET W2.0	SITE PLAN
SHEET W3.0	UNFOLDED ELEVATIONS
SHEET W3.1	UNFOLDED ELEVATION
SHEET W4.0	DETAILS, DO include reinforcement of the seawall at the shoreline, as the “Not a Part of this Contract” comment is deleted.
SHEET W4.0	STRUCTURAL SPECIFICATIONS & PROJECT DATA
SHEET S1.0	FOUNDATION DETAILS
SHEET L1	PLANTING PLAN
SHEET L2	IRRIGATION PLAN
SHEET L3	DETAILS

1.05 STATE STANDARD SPECIFICATIONS

- A. For the purpose of this Contract, the following terms or pronouns in place of them, used throughout the State Standard Specifications and defined in Section 1, Definition of Terms, of the State Standard Specifications, shall be interpreted as follows:

TERMS	INTERPRETATION
State	Tri-Dam Project
Department	Tri-Dam Project
Director	Tri-Dam Project
Engineer	Dillon & Murphy
Department of Transportation	Tri-Dam Project
Contractor	The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the Tri-Dam Project as party or parties of the second part, or his or her legal representative.

1.06 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The applicable standards of the American National Standards Institute and the National Fire Protection Association that have been adopted are hereby made a part of these Specifications as a whole and as mentioned in the various sections.
- B. Any errors, ambiguities, or inconsistencies of these standards with either the local codes, the Contract Specifications, or the Project Drawings will be brought to the attention of the Engineer.

1.07 COMPLIANCE WITH ALL LAWS AND CODES

- A. Contractor shall conform to and abide by all local, city, county, state and federal laws, rules, regulations, including industrial safety laws. Such laws shall be considered as an essential part of these Specifications and, in the absence of definite requirements herein, the provisions of such rules and regulations shall be observed by the Contractor. If the Project Drawings and/or Contract Specifications are at variance therewith, Contractor shall so notify Engineer promptly. Should the Contractor perform any work contrary to such laws, ordinances, rules and regulations he shall bear all costs arising there from.
- B. Where these Contract Specifications, however, call for or describe materials workmanship or construction of a better quality, higher standard, or larger size than is required by said rules and regulations, the provisions of these Specifications shall take precedence over said rules and regulations. Contractor shall furnish, without any extra charge, all additional labor or materials, or both, when required for compliance with these rules and regulations.

- END OF SECTION 01005 -

SECTION 01013

BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES

PART 1 - GENERAL

1.01 GENERAL

- A. Attention is directed to the provisions in these General Requirements and Section 01100 General Conditions of these Contract Documents for Beginning of Work, Time of Completion and Liquidated Damages.

1.02 BEGINNING OF WORK AND TIME OF COMPLETION

- A. The Contractor shall begin Work to procure materials within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER and start Site Work no later than December 13, 2021, or as agreed to by OWNER. Contractor shall substantially complete the Work on the Dates as shown in Section 00200 Notice Inviting Bids, to allow proper operation. The Contract Award is anticipated to be issued **November 19, 2021**.
- B. The Contractor shall diligently prosecute the Work to completion on or before the Substantial Completion Date indicated on the Notice-to-Proceed and specified in Section 01100 General Conditions, Article 01193 Time of Completion.

1.03 LIQUIDATED DAMAGES

- A. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by April 29, 2022 (“Substantial Completion Deadline”), such that the Day Use Recreation Site may be accessible for public use. Should the Contractor fail to Substantially complete the Work by the Substantial Completion Deadline, a deduction of **One Thousand Dollars (\$1,000.00) per work day** will be made from amounts otherwise due the Contractor for each and every calendar day that the site is unavailable for public use. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the agreed upon period.
- B. Should the Contractor fail to have ALL Work completed by May 25, 2022, an additional deduction of **One Thousand Dollars (\$1,000) per work day** shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the time allotted and impairing OWNER’s ability to open the recreation facility as required by FERC.

- END OF SECTION 01013 -

SECTION 01022

CHANGE ORDERS

PART 1 - GENERAL

1.01 GENERAL

- A. Without invalidating the Contract and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- B. Except as specifically modified herein, Section 4-1.03 of the State Standard Specifications in its entirety shall govern the procedures for processing changes, alterations or deviations in the Work. Definitions of changes in the Work and Extra Work and payment for same shall be as described therein.
- C. The OWNER reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the Work that may be omitted.
- D. All changes which affect the cost of the construction or time of completion of the Project must be authorized by means of a Contract Change Order. The Contract Change Order will include Extra Work, Work for which quantities have been altered from those shown in the Bid Schedule (Section 00530 of the Contract Documents), as well as decreases or increases in the quantities of installed units which are different than those shown in the Bid Schedule because of final measurements.

1.02 COST OF THE WORK

- A. Contractor will be allowed the following cost adjustments for Work executed under this Section that results in an increase in cost:
 - 1. Based on Unit Prices where Work performed is similar to the Work included in the Bid Schedule as a Unit Price item.
 - 2. To actual wages paid, a labor surcharge as specified in California Department of Transportation publication "Labor Surcharge and Equipment Rental Rates."

3. To actual wages paid, including the Labor Surcharge, a fee of fifteen percent (15%).
 4. To the costs incurred for material and equipment rental, a fee of fifteen percent (15%).
 - a. Equipment rental rates shall be computed on the basis of California Department of Transportation publication "Labor Surcharge and Equipment Rental Rates."
 5. To the costs incurred for subcontracted work, a fee of five percent (5%).
 - a. Basis of cost shall be the Subcontractor's written quote.
 - b. The Engineer shall have the right to require the Contractor to request additional Subcontractor bids.
- B. For changes that result in a decrease in cost from value engineering proposed by the Contractor, a fee equal to ten percent (10%) of the net decrease shall be retained by the Contractor. This provision does not apply to a reduction in units or deletion of Work items, such as reduction in treatment area at the direction of the Engineer.

- END OF SECTION 01022 -

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of Work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures. All materials shall be measured on the basis of “in-place” quantities paid for the units listed in the Bid Schedule. For materials specified to be measured in-place in a structure, the actual volume within the neat lines of the structure, as shown on the Project Drawings, will be the basis for computing quantities.
- B. After the Work has been completed or when the Contractor submits a Partial Payment request, the Contractor will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment, and the Engineer will verify and approve quantities. On all unit price items, the Contractor will be paid for the actual amount of the Work performed in accordance with the Contract Documents, as computed from field measurements.
- C. Measurement of lump sum bid items shall be in accordance with the approved Schedule of Values. The Schedule of Values requirements are provided in Division 1, Section 01370 Schedule of Values. The Schedule of Values shall include lump sum and unit price work.
- D. Work or quantities not listed in the description of Bid Items are considered incidental to other construction and will not be measured and paid for.
- E. Pay Item Definitions for specific constructed items are provided in bid tab sheets, Narrative of Bid Item Description.

1.02 INCREASED OR DECREASED QUANTITIES

- A. Attention is directed to the provisions in Caltrans Section 4-1.05 Changes and Extra Work (latest edition) of the State Standard Specifications and these General Requirements.
- B. All written requests for adjustment shall be made by the Engineer no later than five (5) working days after notification by the Contractor that the item of work is complete and pay quantities have been submitted.

1.03 FINAL PAY QUANTITIES

- A. Final pay quantities will be based on quantities submitted by the Contractor and verified and approved by the Engineer.

1.04 PAYMENT OF WITHHELD FUNDS

- A. The provisions in Caltrans Section 9-1.16 of the State Standard Specifications shall not apply.

1.05 PARTIAL PAYMENT

- A. Attention is directed to Caltrans Section 9-1.16 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
 - 1. The OWNER shall withhold not less than five percent (5%) of the Contract Price until Final Completion and acceptance of the Project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the OWNER and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within ninety (90) days of delivery for payment eligibility.
- B. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the OWNER. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed Work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 7-1.15 of the State Standard Specifications.

1.06 FINAL PAYMENT

- A. Final payment will be due thirty-five (35) days after the acceptance and the filing of the Notice-of-Completion by the OWNER.
- B. Payment for the Work will be made in accordance with the Standard Procedures of the OWNER.
- C. Upon completion of the Project, the final Contract Prices shall be revised by Change Order, if necessary, to reflect the true quantities used at the stated Bid Price thereof as contained in the accepted Bid Schedule included in Section 00530 of the

Contract Documents. Payments on account thereof will be made as set forth in these Contract Documents.

1.07 DETERMINATION OF RIGHTS

- A. The provisions in Caltrans Section 9-1.10 of the State Standard Specifications shall not apply.

- END OF SECTION 01025 -

SECTION 01026

WAIVER AND RELEASE SUBMITTALS

PART 1 - INSTRUCTIONS FOR WAIVER AND RELEASE (LIEN WAIVER) SUBMITTALS

1.01 GENERAL INSTRUCTIONS

- A. Waiver and Releases must be submitted on forms attached at the end of this Section. Copies of said forms comply with Civil Code 3262. This applies to Contractor and Subcontractors.
- B. Comply with Contract Documents Section 1025 Measurement and Payment.
- C. Waiver and Release submittal sequence.
 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a **CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**. If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a **CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT** for those suppliers or Subcontractors.
 2. Upon each subsequent submittal for progress payment, submit for each Subcontractor, material or equipment supplier a **CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT** for a total amount reflecting the current progress payment. Also submit an **UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT** reflecting the previous progress payment aggregate sum.
 3. Upon submittal for final progress payment, submit for each Subcontractor, material or equipment supplier a **CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**. Also submit an **UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT** reflecting the previous progress payment aggregate sum.
 4. Prior to final payment, submit for each Subcontractor, material or equipment supplier a **CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**.
 5. Upon receipt of final payment, Contractor shall submit an **UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ located at _____
(OWNER) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

_____ through _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract right, including rights between parties to the contract based upon the rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of the document relies on it, said party should verify evidence of payment to the undersigned.

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment and/or material furnished to

(Your Customer)

on the job of _____
(OWNER)

located at _____
(Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment and/or materials furnished to

(Your Customer)

through _____ only,
(Date)

and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

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

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ located at _____
OWNER) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on

the job, except for disputed claims for additional work in the amount of \$ _____. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The under signed has been paid in full for all labor, services, equipment or material furnished to

_____ on the job of _____
(Your Customer) (OWNER)

located at _____ and does
(Job Description)

hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on

the job, except for disputed claims for extra work in the amount of \$ _____

DATE: _____
(Company Name)

By: _____
(Signature) (Title)

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

- END OF SECTION 01026 -

SECTION 01052

ENGINEER'S STATUS DURING CONSTRUCTION

PART 1 - GENERAL

1.01 OWNER'S REPRESENTATIVE

- A. The ENGINEER will be OWNER's Representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as OWNER's Representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and Engineer.

1.02 VISITS TO SITE

- A. ENGINEER/OWNER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER/OWNER deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.
- B. ENGINEER visits and observations are subject to all the limitations on ENGINEER'S authority and responsibility set forth in this Section, Article 1.05 Limitations on ENGINEER'S Authority and Responsibilities. Particularly, but without limitation, during or as a result of ENGINEER visits or observations of Contractor's Work, ENGINEER will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work.
- C. Review of the Work by the ENGINEER and/or OWNER shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.
- D. No oral or telephonic agreement or conversation with any officer, agent or employee of the OWNER or the ENGINEER, or with the ENGINEER, either

before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

- E. The Contractor shall pay the OWNER for all overtime review in accordance with existing resolutions or fee schedules of the OWNER and ENGINEER, unless the charges for such inspection have been specifically waived in the Contract Documents. Overtime charges will be made for all reviews on Saturdays, Sundays and federal holidays, and hours worked by the reviewer other than those of the normal work day.

1.03 AUTHORIZED VARIATIONS IN WORK

- A. ENGINEER/OWNER may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Time of Completion and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Change Order and will be binding on OWNER and also on Contractor, who shall perform the Work involved promptly. If OWNER or Contractor believes that a Change Order justifies an adjustment in the Contract Price or Contract Time of Completion, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided within the Contract Documents.
- B. Clarification of specific details or contract requirements as needed by the Contractor shall be made by a Request for Information.

1.04 REJECTING DEFECTIVE WORK

- A. ENGINEER/OWNER will have authority to reject Work that ENGINEER believes to be defective, or that ENGINEER/OWNER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER/OWNER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Neither this authority nor the ENGINEER'S /OWNER'S good faith judgment to reject or not reject any Work shall subject the ENGINEER to any liability or cause of action by the Contractor, Subcontractors, or any other suppliers or persons performing Work on the Contract.

1.05 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

- A. ENGINEER will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the

performance of the Work. ENGINEER/OWNER will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- B. ENGINEER/OWNER will not be responsible for the acts or omissions of Contractor or of any Subcontractor or any supplier or of any other individual or entity performing any of the Work.
- C. ENGINEER'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required, that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility shall also apply to, the Resident Project Representative, if any, and assistants, if any.

- END OF SECTION 01052 -

SECTION 01100

GENERAL CONDITIONS

01105 DEFINITIONS

- A. The Contract Documents consist of the Contract (also referred to as “Agreement”) and the following:
- Contract Documents FOR BIDDING dated October, 2021
 - Any Published Addenda or Supplements
 - Accepted Bid
 - Faithful Performance Bond and Payment Bond
 - Project Drawings including any amendments
 - General Requirements
 - Change Orders (if any)
- B. The OWNER and the Contractor are those mentioned as such in the Agreement. They are treated throughout the complete Contract and the Contract Documents as if each were of the singular number and masculine gender.
- C. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the Project Drawings and Specifications of this Work, or labor at the Project Site, but does not include one who merely furnishes material not so worked.
- D. The ENGINEER, as employed herein, shall serve as the Client Representative of the OWNER at the Site, in conjunction with the OWNER overseeing project management.
- E. Where in any of the Contract Documents or in the complete Contract there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the OWNER) when written notice shall have been placed in the United States mail addressed to the OWNER at its place of business; (as to the Contractor) when written notice shall be delivered to the chief representative of the Contractor at the Site of the Project or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his Bid as the address of his permanent place of business.
- F. The term “Work” of the Contractor or Subcontractor includes labor or materials or both.

- G. All time limits stated in the Contract Documents are of the essence of the Contract.
- H. State Standard Specifications is defined as State of California, Department of Transportation (Caltrans), Standard Specifications, latest edition.

01110 EXECUTION, CORRELATION AND INTENT OF DOCUMENT

- A. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include in the Contractor's Bid the costs of all labor and materials, equipment and transportation necessary for the proper execution of the Work. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

01115 DETAIL DRAWINGS AND INSTRUCTION

- A. The ENGINEER shall prepare and file Drawings and Specifications or a Work Authorization describing the Work to be performed, together with an approximate estimate of the unit quantities, prior to commencement of the Work.
- B. The ENGINEER shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.
- C. The Work shall be executed in conformity therewith and the Contractor shall do no Work without proper drawings and/or instructions.

01120 CONTRACTOR SUBMITTALS

- A. The Contractor shall check and verify all field measurements and submit with such promptness as to cause no delay in his own work or in that of any other Contractor, one electronic submittal in PDF format of all shop drawings or material submittals and schedules required for the Work of the various trades (Submittals), and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The ENGINEER'S "review-and-acceptance" of Submittals shall not relieve the Contractor from responsibility for deviations from the Contract Documents, unless he has, in writing, secured the ENGINEER'S "Acceptance" of such deviations, nor shall it relieve Contractor from responsibility for errors.
- B. Contractor agrees that Submittals processed by the ENGINEER are not Change Orders; that the purpose of Submittals by the Contractor is to demonstrate to the

ENGINEER that the Contractor understands the intent of the Contract Documents, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

- C. Contractor further agrees that if deviations, discrepancies or conflicts between Submittals and Contract Documents are discovered either prior to or after Submittals are processed by the ENGINEER, the design Project Drawings and Specifications shall control and shall be followed.
 - 1. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.
 - 2. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
 - 3. The Contractor shall employ on the Work only workmen skilled in the Work assigned to them, and the OWNER shall have the right to require the removal from this Work of any employee unacceptable to OWNER.

01125 ROYALTIES AND PATENTS

- A. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the ENGINEER or OWNER. The approval of any method of construction, invention, appliance, process, article, device or material of any kind by the ENGINEER or OWNER shall only be an approval of its adequacy for the work, and shall not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

01130 PERMITS, REGULATIONS AND TAXES

- A. Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise specified.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified in the

Project Drawings and Specifications. If the Contractor observes that the Project Drawings and Specifications are at variance therewith he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the Work.

- C. The Contractor shall not proceed with the performance of any such Work until such changes are agreed upon. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the ENGINEER and such adjustments of changes as aforesaid, then the Contractor shall bear all costs arising from or in connection with such Work.
- D. The Contractor shall pay for all federal, state and local taxes on all materials and labor services furnished by him and all taxes arising out of the operations under this Contract.
- E. The Contractor shall post jobsite notices on public works requirements, per California Department of Industrial Relations requirements.

01135 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect the OWNER's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the OWNER. He shall adequately protect adjacent property, including as provided by law and the Contract Documents, and shall make good any damage, injury or loss thereto arising in connection with this Contract.

01140 ACCIDENT PREVENTION

- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

01145 INSPECTION OF WORK

- A. The ENGINEER, his representatives, FERC's representatives, and the OWNER's representatives shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and for inspection and sample collection.
- B. Re-examination of questioned Work may be ordered by the ENGINEER, and, if so ordered, the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the OWNER shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the Work was caused by some other Contractor for whose work the Contractor herein is not responsible and, in that event, the Contractor herein shall not be liable for such cost.
- C. All work shall be under the direct inspection of the ENGINEER for OWNER.
- D. Where the Project Drawings and Specifications do not state the amount and location of inspection, material sampling, and material testing, the ENGINEER shall determine the amount and location of such Work in accordance with the latest edition of the California Building Code. The ENGINEER may make additions or reductions to the amount of testing and inspections where he deems appropriate. Also, FERC's representative may request access for inspections, however, these request will be presented through the ENGINEER.

01150 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

- A. Contractor shall keep on his Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the ENGINEER. The Superintendent shall not be changed except with the consent of the ENGINEER, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, or unless the Superintendent proves to be unsatisfactory to the OWNER. The Superintendent shall represent the Contractor in his absences and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient and competent supervision to the Work. He shall carefully study and compare all Project Drawings and Specifications, and other instructions and shall at once report to the ENGINEER any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.
- C. The Contractor shall be specifically responsible for the coordination of all Work performed under this Contract and exploration Work directed by the OWNER or ENGINEER. Coordination shall be interpreted to include general layout of the

structures, coordination of the layout and Work under various sections, scheduling the sequence of operations ensuring safety and cooperation between the trades, and the preparation of diagrams and drawings necessary to ensure proper and expeditious completion of all Work.

- D. Each Subcontractor shall be responsible for the proper laying out of his own Work, shall coordinate his layout and Work with the Work of the other sections, and shall be responsible for any damage which may occur to the Work of any other Subcontractor or Contractor because of errors or inaccuracy. Neither the ENGINEER, nor his representatives, will, in any case, assume the responsibility for laying out the Work.
- E. Work performed as an Allowance shall be coordinated by the Contractor as all other Work performed as part of the Contract.

01155 CHANGES IN THE WORK

- A. The OWNER, without invalidating the Contract, may order Extra Work or make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly based on the unit prices submitted in the Bid, and also as per Section 01022 Change Orders. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted only when the project Completion Date cannot be achieved as contracted.
- B. In giving instructions, the ENGINEER shall have authority to make changes in the work quantities up to a total Contract price difference of twenty-five percent (25%), not involving changes to unit prices, and not inconsistent with the purposes of the Project. No Extra Work or change shall be made unless in pursuance of a written order signed by the OWNER and countersigned by the ENGINEER for lump sum items.
- C. The value of any such Extra Work or change shall be determined in one of the following ways:
 - 1. By unit prices contained in the original bid.
 - 2. By an acceptable lump sum proposal.
 - 3. On a cost plus limited percentage basis (defined as cost of labor, materials and equipment plus a specified percentage of these items, but not to exceed fifteen percent [15%] of the aggregate of the cost of such labor, materials and equipment).

- D. The value of Allowances shall be determined based on the unit rates provided in Section 00560 Allowance Pricing in the Bid, and shall be inclusive of labor, insurance, overhead, and profit.

01156 CLAIMS FOR EXTRA COST

- A. All claims for extension, or extra costs of \$375,000 or less, except those cost changes resulting by changes in unit quantities, which are not resolved by change order shall be resolved in accordance with California PCC §20104, and following, a copy of which is provided in Attachment A, Section 01100 General Conditions.

01157 DEDUCTIONS FOR UNCORRECTED WORK

- A. If the ENGINEER and OWNER decline to correct Work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

01158 DELAYS AND EXTENSION OF TIME

- A. If the Contractor be delayed at any time in the progress of the Work by neglect of the OWNER or the ENGINEER, or of any employee of either, or by any separate Contractor employed by the OWNER, or by changes ordered in the Work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause which the ENGINEER shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the ENGINEER may decide.
- B. No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.
- C. If no schedule or agreement stating the dates upon which Drawings shall be furnished is made, then no request for delay shall be allowed on account of failure to furnish Drawings until one (1) week after demand for such Drawings and not then unless such request be reasonable.
- D. If the Contractor foresees that actions by the OWNER will be cause for delay, the Contractor shall notify the ENGINEER immediately.

01160 CORRECTIONS OF WORK BEFORE FINAL PAYMENT

- A. The Contractor shall promptly remove from the premises all materials condemned by the ENGINEER as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the OWNER and shall bear the expense of making good Work of other Contractors destroyed or damaged by such removal or replacement.
- B. If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the OWNER may remove them and may store the material at the expense of the Contractor.

01161 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to their Work resulting therefrom that shall appear within a period of one (1) year from the date of the acceptance by the OWNER. The OWNER shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the ENGINEER, subject to the right of either party to obtain judicial review.

01162 OWNER'S RIGHT TO DO WORK

- A. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the OWNER, after five (5) days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the ENGINEER shall approve both such action and the amount charged the Contractor.

01170 PAYMENT

- A. Not later than the last day of each calendar month, the OWNER will cause partial payment to be made to the Contractor as provided in Division 1 Section 01025 Measurement and Payment and Division 0 Section 00520 Contract on the basis of a duly certified approved estimate of the Work completed as of the 25th day of the preceding calendar month pursuant to this Contract. These estimates shall be prepared by the Contractor and approved by the ENGINEER.

- B. Waiver and Release submittals shall be provided from Contractor and Subcontractors with Contractor pay requests as per Division 1 Section 01026 Waiver and Release Submittals.
- C. Certified payroll documentation shall be submitted with all Contractor pay requests as per Section 00520.2.6.

01171 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

- A. The OWNER may withhold from agreed payments to the Contractor such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the Work;
 - 2. Defective Work not remedied;
 - 3. Failure of a Contractor to make proper payments to his Subcontractors;
 - 4. Reasonable doubt that the Contract can be completed for the balance then unpaid; and
 - 5. Evidence of damage to another Contractor or the OWNER.
- B. In any of the above instances, the OWNER shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The OWNER will render a proper accounting of all such funds disbursed.

01172 CONTRACTOR'S INSURANCE

- A. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under this section, and any additional insurance as stipulated within the Contract Documents, and such insurance, and companies carrying such insurance, have been approved by the OWNER; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required to the Subcontractor has been so obtained and approved.
 - 1. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to

provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide Employer's Liability Insurance for the protection of his employees not otherwise protected in an amount of at least \$1,000,000.00.

2. Comprehensive Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such Comprehensive Liability and Property Damage insurance in which the OWNER and Engineer shall be named as additional insured and which shall protect him and any Subcontractor performing Work covered by this Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and shall include a hold harmless agreement which will indemnify the OWNER and the Engineer for loss or damage howsoever caused by the Contractor in performing the Contract, and the amounts of such insurance shall be as follows:

Bodily Injury, Property Damage and Personal Injury \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: his operations, operations by Subcontractors, elevators, products, completed operations and contractual liability assumed under the indemnity provisions above insurance.

3. Insurance Covering Special Hazards: A rider or riders to the Public Liability and Property Damage insurance policy or policies herein required shall be furnished by the Contractor for special hazards, such as blasting, operation of material hoist, etc.
4. Automobile Insurance: The Contractor shall take out and maintain during the life of his Contract, Automobile Public Liability insurance in amounts not less than \$1,000,000 per occurrence and Property Damage Liability insurance in amount not less than \$1,000,000, if any teams or motor vehicles are engaged in operations within the terms of this Contract on the site of the Work to be performed thereunder, covering the use of all such teams or motor vehicles, unless such coverage is included in the insurance required by sub-section 2 hereof.

- B. The Contractor will submit, prior to the execution of the final Contract, Certificates of Insurance, evidencing coverage, as set forth herein and which shall name the

OWNER, which shall include the Oakdale Irrigation District, South San Joaquin Irrigation District and Tri-Dam Project, its directors, officers, employees and volunteers, and the ENGINEER and their employees as an additional insured under all such policies. Any and all amounts of deductible shall be assumed by the Contractor at his sole risk.

- C. Cancellation Clause – All policies must provide for thirty (30) days cancellation notice in writing to the OWNER and the ENGINEER before cancellation becomes effective.
- D. The OWNER may accept insurance covering a Contractor or Subcontractor in character and amounts less than the standard requirements set forth herein where such standard requirements appear excessive because of the character or extent of the Work to be performed by such Contractor or Subcontractor; but such acceptance as to any Contractor or Subcontractor shall not thereby relieve any other Contractor or Subcontractor of meeting the full extent of the requirements herein.

01173 INDEMNIFICATION OF OWNER AND ENGINEER

- A. Contractor agrees to protect, indemnify, and hold the OWNER and ENGINEER harmless from and against any and all liability, loss or expense (including attorney's fees) in connection with any claim, demand, action, or cause of action asserted against OWNER or ENGINEER because of any injury to, or death of, any person or persons, and/or loss of, or damage to, any property, however caused, which results from or is alleged to result from, or occurs in connection with the performance of this Contract, whether before or after completion, by Contractor, its or his or her agents, employees, or subcontractors, except where such injury, death, loss, or damage, is caused by the sole negligence of OWNER or ENGINEER.
- B. As a part of such indemnification, Contractor agrees, if requested by OWNER or ENGINEER, to assume, without expense to OWNER or ENGINEER, the defense of any such claim, demands, actions or causes of action.

01174 SURETY BONDS

- A. The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the estimated or bid amount, whichever is greater, as stated in the Contract and in such form as the OWNER may prescribe and with such sureties as he may approve. The cost of the premium shall be paid by the Contractor.

01175 DAMAGES

- A. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.
- B. The Work is extremely time-sensitive, and time is of the essence. It is critical that the Work be Substantially Completed by April 29, 2022 (“Substantial Completion Deadline”), such that the Day Use Recreation Site may be accessible for public use. Should the Contractor fail to Substantially complete the Work by the Substantial Completion Deadline, a deduction of **One Thousand Dollars (\$1,000.00) per work day** will be made from amounts otherwise due the Contractor for each and every calendar day that the site is unavailable for public use. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the agreed upon period.
- C. Should the Contractor fail to have ALL Work Completed by May 25, 2022, an additional deduction of **One Thousand Dollars (\$1,000) per work day** shall be made from amounts otherwise due to the Contractor for each and every calendar day, or fraction thereof, until the Work is Completed. Such deduction shall represent the liquidated damages owed to OWNER by Contractor as a result of Contractor’s failure to complete the Work within the time allotted and impairing OWNER’s ability to open recreation facility as required by FERC.
- D. Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as otherwise provided in the Contract Documents in the case of faulty work or materials.

01176 TRANSFER OF CONTRACT

- A. The Contractor shall not transfer his Contract without the approval of the OWNER. No transfer shall, under any circumstances relieve the Contractor of his liabilities and obligations under his Contract. No transfer shall be made until after the Surety has been given due notice of such transfer and has furnished written consent thereto.

01177 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall submit with the Bid a list of all Subcontractors and Suppliers who will perform Work in excess of ten thousand dollars (\$10,000), whichever is greater, and the Contractor shall not employ any that the Engineer may within a reasonable time object to as incompetent or unfit.
- B. The Contractor agrees that he is fully responsible to the OWNER for the acts and omissions of his Subcontractors and of persons either directly or indirectly

employed by them, as well as for the acts and omissions of persons directly employed by him.

- C. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the OWNER.
- D. The Contractor shall not substitute Subcontractors and Suppliers without prior notification to the Engineer, and in accordance with the Contract Documents.

01180 ENGINEER'S STATUS

- A. The ENGINEER shall have general supervision and direction of the Work as provided in his Contract with the OWNER. He is an agent of the OWNER only to the extent provided in the Contract Documents and when in special instances he is authorized by the OWNER so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the Work whenever such stoppage maybe necessary to insure the proper execution of the Contract.
- B. As the ENGINEER is in the first instance, the interpreter of the conditions of the Contract and the judge of its performance he shall side neither with the OWNER nor with the Contractor but shall use his powers under the Contract to enforce its faithful performance by both.

01181 ENGINEER'S DECISIONS

- A. The ENGINEER shall, within a reasonable time, make decisions on all claims of the OWNER or Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.
- B. The ENGINEER'S decisions, in matters relating to artistic effect, shall be final, if within the terms of the Contract Documents.

01182 DISPUTES

- A. Any disputes, claims or questions arising under the Contract or any documents thereof shall be resolved pursuant to California PCC §§20104 – 20104.6, a copy of which is included in Attachment A, Section 01100, General Conditions.

01190 CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor shall conduct his/her operations in accordance with the rules and regulations of the California Division of Industrial Safety and the current

requirements of the California Division of Occupational Safety and Health (DOSH), also referred to as Cal-OSHA, and Construction Safety Orders and General Industry Safety Orders.

- B. The Contractor shall submit to Cal/OSHA when required and to the ENGINEER at the pre-construction meeting written copies of a Site Specific Safety Work Plan (Safety Plan). The Contractor will not be permitted to commence any Work until the ENGINEER has “reviewed” the Safety Plan (the ENGINEER is not obligated to approve the Contractor’s Safety Plan). The Safety Plan shall include but not be limited to work procedures, material and equipment to be used, hazard prevention, method of rescue, prevention of injury, protection of personnel by use of protective garments, and other health and safety standards. The Safety Plan shall also include, at a minimum, a detailed description of safety measures for soil and rock excavation and moving of large boulders for riprap. Describe all safety precautions to be undertaken and identify any special protective gear and equipment to be utilized.
- C. The Contractor shall do whatever Work is necessary for safety and be solely and completely responsible for conditions on the job site, including safety of all personnel (including OWNER, ENGINEER’S employees, and FERC representatives) and OWNER’s property during the Contract period. The requirement shall apply continuously and not be limited to normal working hours.
- D. The Safety Plan includes operations in accordance to California Code of Regulations, Title 8, Construction Safety Orders and General Industry Safety Orders, and all applicable state safety statues in the performance of Work hereunder so as not to cause loss or delay. To the extent allowed by law, the Contractor shall indemnify and hold the OWNER, ENGINEER and FERC harmless from any liability, claim, demand, fire or loss whatsoever resulting from arising out of or connected with Contractor’s failure or alleged failure to comply with such statues, including, but not limited to attorney’s fees and expenses arising directly or indirectly out, or by reason, of said compliance. Should the Contractor be found to be in serious violation of any Cal/OSHA safety requirements and/or in imminent danger, the Engineer is obligated to stop the Work immediately. No further Work shall be permitted until the Contractor can demonstrate to the ENGINEER’S satisfaction that Work can be completed in accordance with safety requirements. The ENGINEER or OWNER shall not be held responsible for lost work costs and time for a “stop work order” resulting from a proven Contractor’s safety violation.
- E. The Contractor shall submit at the preconstruction meeting, in addition to a Site Specific Safety Plan, an Injury and Illness Prevention Program (IIPP) and a Hazard Communication Program for the ENGINEER to “review.” The IIPP shall include but not be limited to Work procedures, materials and equipment to be used, hazard preventions, fire prevention, method of rescue, prevention of injury, protection of personnel by use of protective garments, and other health and safety standards.

- F. Contractor's employees and Subcontractors must be under the direct supervision of a "Competent Person" at all times for the protection of personnel. "Competent Person" is defined in California Code of Regulations, Title 8, Construction Safety Orders, Article 2, Section 1504 – Definitions.
- G. Daily inspections of excavation and all work shall be made by a "Competent Person" for the protection of construction personnel.
- H. The Contractor shall prevent public access to unauthorized personnel from entering the job site during construction. The Contractor shall provide construction signs stating that public access is strictly prohibited. The public access prevention requirement shall apply continuously and shall not be limited to normal working hours.

01191 DIFFERING SITE CONDITIONS/EXCAVATION REQUIREMENTS

- A. If the Contract involves excavations that extend below the ground surface, the Contractor shall:
 - 1. Promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the California 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. Unknown physical conditions at the Site of unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. The ENGINEER and/or OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein. In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with the Work to be performed under the Contract. The Contractor shall retain any and all rights provided herein that pertain to the resolution of disputes and protests between the contracting parties.

01192 UTILITY RELOCATION

- A. The Contractor shall notify Underground Service Alert (USA) as required by law prior to any excavation or utility relocation work. If the Contractor fails to notify USA, the responsibility of the OWNER and Engineer described in this Section shall be nullified.
- B. OWNER shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities that may be located on the Site if either OWNER or ENGINEER fails to identify the utilities in the Project Drawings and Specifications made a part of the Notice Inviting Bids, and OWNER shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Project Drawings and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor while performing the Contract discovers utility facilities not identified by the public agency in the Project Drawings and Specifications, or USA request, he shall immediately notify OWNER or ENGINEER in writing.
- C. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities.
- D. Nothing herein shall be deemed to require the OWNER to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as structures, meter and junction boxes, ditches on or adjacent to the site of the construction.

01193 TIME OF COMPLETION

- A. To start Work to procure materials within two (2) weeks of issuance of the Notice-to-Proceed or as otherwise agreed by OWNER; to start Site Work no later than December 13, 2021; to achieve Substantial Completion of the Work no later than April 29, 2022, and to achieve Final Completion of the Work by May 25, 2022.

01194 UNFAIR BUSINESS PRACTICES CLAIMS

- A. In entering into this Contract, Contractor offers and agrees to assign to the OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant

to the public works contract or subcontract. This assignment is made and becomes effective at the time the OWNER tender's final payment to the Contractor, without further acknowledgment by the parties.

01195 OWNER'S RIGHT TO TERMINATE, AMEND, OR MODIFY CONTRACT

- A. Contractor shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the Contract amount, provided, that the Work damaged is built in accordance with accepted and applicable building standards, the latest edition of the California Building Code and the Project Drawings and Specifications of the awarding authority. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, precipitation or wind storm events greater than a 25-year event as determined by a local public agency or a national weather agency or other event designated a Disaster Area by FEMA.
- B. OWNER may make changes in the Contract in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded or entered into. Contractor shall be paid for the changes in accordance with the provisions of the Contract governing payment for changes in the Work or, if no provisions are set forth in the Contract, payment shall be as agreed to by the parties.
- C. OWNER may, by mutual consent of the contracting parties, terminate, amend, or modify the Contract. The compensation payable, if any, for amendments and modifications shall be determined as the parties so agree. The compensation payable, if any, in the event the contract is so terminated shall be determined as the parties so agree or under applicable statutory provision providing for the termination.
- D. OWNER may, at its discretion, terminate the Contract for environmental considerations, whether or not such considerations were foreseen at the time the parties entered into the Contract.
- E. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment(s) to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the ENGINEER, or otherwise be guilty of a substantial violation of any provision of the Contract, then the OWNER, upon the certification of the ENGINEER that sufficient cause exists to justify such action,

may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the OWNER. The expense incurred by the OWNER as herein provided, and the damage incurred through the Contractor's default, shall be verified by the ENGINEER.

- END OF SECTION 01100 -

ATTACHMENT A

Public Contract Code 20104

20104.

(a) (1) This article 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.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "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.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

(Amended by Stats. 2010, Ch. 697, Sec. 47. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

20104.2.

For any claim subject to this article, the following requirements apply:

(a) 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.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 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.

(2) 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.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 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.

(c) (1) 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 60 days of receipt of the claim, or may request, in writing, within 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.

(2) 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.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 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.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

(Amended by Stats. 2004, Ch. 182, Sec. 54. Effective January 1, 2005. Operative July 1, 2005, by Sec. 64 of Ch. 182.)

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added by Stats. 1994, Ch. 726, Sec. 22. Effective September 22, 1994.)

SECTION 01200

PROJECT MANAGEMENT, ADMINISTRATION AND FACILITIES OPERATION

PART 1 - GENERAL

1.01 SCOPE

- A. Work Specified – This Specification Section covers the Work necessary to manage and administrate the Project. This Section also covers the costs to operate and maintain the facilities and equipment not directly involved with the individual Work activities or items, i.e., the Bid Items. Traditionally, the Contractors refer to this work as the “Project Indirects.”
- B. Work Inclusions – The Work shall include all management and administrative labor and indirect consumables, equipment, and facilities and incidentals to perform the Work specified in this Section.

1.02 BACKGROUND AND SITE CONDITIONS

- A. The Project is anticipated to take approximately 2 months to substantially complete. However, Contractor is invited to submit a proposed schedule to achieve maximum cost-effectiveness through integration of this Work into Contractor’s other planned projects. Access to the Site is restricted and activities must be coordinated with all subcontractors. The cost for “Project Indirects” will not be paid for as a separate line item, but should be incorporated into the unit prices in a uniform manner.

1.03 DEFINITIONS

- A. Indirect Costs – Project management staff, administrative staff and salaries burdens, and office and equipment operation costs, and indirect equipment, i.e., pick-up trucks and maintenance costs for Project Management, Administration and Facilities Operation.
- B. Project Work Duration – Refer to Specification Section 01193.
- C. Planning and Progress Review (PPR) Meeting – A weekly meeting held between the Contractor, the Engineer and the OWNER to discuss/review Drawings, coordinate and agree on items of Work relating to the Project, such as design, methods and means, schedules and progress, third party coordination, quality control and testing, safety and contract administration.

1.04 SPECIFICATIONS, CODES, STANDARDS AND REPORTS

- A. General – Unless otherwise revised, altered, modified or stated in this General Requirements Section or Related Work Specification Sections, the Contractor shall comply with the following Specifications, Codes, Standards and Reports, and their latest published edition:
1. American Society for Testing and Materials (ASTM).
 2. California Building Code (CBC), California Code of Regulations, Title 24, Part 2, Volumes 1, 2 and 3, latest edition.
 3. State of California, Department of Transportation (Caltrans), Standard Specifications, latest edition.

1.05 RELATED WORK SPECIFICATIONS SECTIONS

01320 Progress and Schedules

PART 2 - PRODUCTS

2.01 SUBMITTAL FORMAT AND INSTRUCTIONS

- A. Refer to Section 01330 Submittals.

PART 3 - EXECUTION

3.01 MATERIALS PROVIDED

- A. The Contractor shall provide site office(s) and staff as needed to perform this Work, including the Resident Engineer/OWNER facility. Refer to Section 01500 Temporary Facilities.

3.02 PLANNING AND PROGRESS REVIEW (PPR) MEETINGS

- A. Senior supervisory staff members of the Contractor and its relevant Subcontractors shall attend and be active participants to every weekly PPR meeting.
- B. Weekly PPR meetings shall be held at agreed time and day by team in the Contractor's Site Office facility (other meeting times and placement may be arranged).
- C. In the a.m. the day prior to the weekly PPR meeting for the duration of the Work the Contractor shall submit its agenda items, Look Ahead/Behind Schedule, and

other relevant documentation to the Resident Engineer to incorporate into the PPR meeting.

- D. The Resident Engineer or assistant is responsible for publishing a weekly agenda, conducting the meeting, and publishing the meeting minutes. The Contractor is responsible for providing agenda items and weekly schedules/progresses, bringing relevant supervisory personnel, and Subcontractors/Suppliers to the meeting on time, being active participants during the meeting, and reading and commenting on the PPR's meeting minutes.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. This item not applicable per Article 1.02.

4.02 BASIS OF PAYMENT

- A. This item not applicable per Article 1.02.

- END OF SECTION 01200 -

SECTION 01250

QUALITY CONTROL AND ASSURANCE

PART 1 - GENERAL

1.01 SCOPE

- A. This Section includes the general requirements for quality control and assurance of the Contract Work. The requirements specified in this Section are in addition to quality control and assurance requirements specified elsewhere in these Contract Documents.
- B. The Contractor shall establish a quality assurance and control program: (a) to insure sufficient supervision, examination; inspection and testing of specified items of Work at appropriate intervals, including those of Subcontractors and suppliers; and (b) to control conformance to the applicable Contract Documents with respect to identified products, workmanship, construction, maintenance while idle, finish and functional performance. At a minimum, Contractor's quality control program shall include checking, approval and coordination of submittal and oversight of specified tests; and it shall specifically assign to the Contractor personnel the obligation to notify the ENGINEER to verify and inspect when items of Work are completed that cannot be later located or inspected without uncovering Work. Contractor shall accurately annotate data on the record documents.

1.02 BACKGROUND AND SITE CONDITIONS

- A. The Project has a number of tasks that shall be completed within a limited time frame. Field technicians, provided by the ENGINEER and paid by the OWNER, will use field quality control methods to verify quality in the Work. Contract Documents will be issued to the Contractor describing dimensions and workmanship for the installation and manufacturer of the Work. High standards shall be set by the Contractor, and all codes must be met or exceeded by the Contractor to ensure that the Work is successfully completed.

1.03 DEFINITIONS

- A. Independent Materials Testing Laboratory – Materials testing laboratory which is not owned and/or operated by the Contractor, employer, or one of Contractor's Subcontractors performing related Work. The laboratory shall be certified in accordance with ASTM E329 (Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction). Test Work performed in the field and at the laboratory by the Independent Laboratory personnel shall be

paid by the Contractor unless approved otherwise in writing in advance of the testing by the OWNER.

- B. ENGINEER’S Materials Testing Laboratory – ENGINEER’S laboratory, which has been certified in accordance with ASTM E329 (Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction). The ENGINEER’S Laboratory is considered “independent” and has the following capabilities: shotcrete, concrete, grout, aggregates, soils and rock testing.
- C. Quality Assurance – Program for systematic monitoring and evaluation of the various aspects of a project, service, or facility to ensure that standards of quality are being met.
- D. Quality Control – Maintenance of proper standards by regular inspection of the product within a laboratory or controlled environment. Aggregate of activities (as design analysis and inspection for defects) designed to ensure adequate quality, especially, in the Work.
- E. Field Quality Control – Maintenance of proper standards by a certified inspector away from a laboratory or controlled environment of the Work.
- F. Code – Comprehensive and systematically arranged body of rules, standards, and conduct or procedures that dictate the way a product or the Work is manufactured, inspected, installed and/or performed.
- G. Specifications – A statement of particulars, describing materials, dimensions, and workmanship for the construction, installation and/or manufacture of the Work.
- H. Standards – Process or protocol for manufacture, installation, or construction of a product or the Work, accepted as a basis for comparison.
- I. Reports – Detailed and formal account of findings.
- J. Specialty Subcontractor – Business firm contracted to perform part of another’s entire contract that specializes in a certain task(s) or procedure(s).
- K. Major Supplier – As listed and defined in Division 0 Section 00540 and Division 1 Section 01100, Article 01177.
- L. Contractor Design Tests – Tests required by the Contract Documents for the Contractor to perform to develop his design products, mixes, etc. to meet the contract technical specifications. The tests are performed by an independent materials testing laboratory.

1.04 SPECIFICATIONS, CODES, STANDARDS AND REPORTS

- A. General – Unless otherwise revised, altered, modified or stated in this Specification Section or Related Work Specification Sections, the Contractor shall comply to the following Specifications, Codes, Standards and Reports, and their latest published edition:
1. American Society of Testing and Materials (ASTM).
 - a. E329 – Standard Specification for agencies engaged in testing and/or inspection of materials used in construction.
 2. California Building Code (CBC), California Code of Regulations, Title 24, Part 2, Volumes 1, 2 and 3, latest edition.
 3. State of California, Department of Transportation (Caltrans), Standard Specifications, latest edition.
 4. California Code Regulations, Title 8, Chapter 4, Division of Industrial Safety (Cal OSHA), Subchapter 4 – Construction Safety Orders, and Subchapter 7 – General Industry Safety Orders.

1.05 RELATED SPECIFICATION SECTIONS

- | | |
|-------|---|
| 01200 | Project Management, Administration and Facilities Operation |
| 01330 | Submittals |

1.06 QUALITY CONTROL AND ASSURANCE REQUIREMENTS

- A. The Contractor shall provide a dedicated Quality Assurance and Quality Control designated person on site. This person may have other collateral duties on the Project. This person must be knowledgeable with a background of administrative and engineering capabilities. This person shall have direct access to the Contractor's president and/or a corporate officer with the Contractor's company, preferably to the Quality Assurance and Control Corporate Officer.
- B. The Contractor shall have its Quality Control and Assurance Work Plan readily available on site.
- C. Quality Control and Assurance Work Plans shall be required of specialty Subcontractor and major suppliers. Their plans shall flow smoothly and seamless into the Contractors Work Plan.

1.07 CONTRACTOR SUBMITTALS

A. Pre-Construction.

1. The Contractor shall submit the qualifications of its Quality Control and Assurance designated person for this Work, for “review-and-acceptance” by the ENGINEER.
2. Submit the name and direct contact information, i.e., email address, postal mail address, voice telephone number and facsimile number, for Contractor’s Corporate Quality Control and Assurance Office to the ENGINEER for “review-and-information.”
3. Submit the Contractor’s Quality Control and Assurance Work Plan for “review-and-acceptance” by the ENGINEER.
 - a. Provide an acceptance method and means to track non-conformance Work deficiencies to their abatement issued by the Contractor, the ENGINEER, and third parties.
4. Submit to the ENGINEER for review and possible comment all instructions issued by the manufacturers for all products to be incorporated into the permanent Work.

B. Construction.

1. Submit non-conformance reports and abatements.
 - a. Provide a listing of abated and outstanding non-conformances every week prior to the Planning and Progress Review (PPR) meeting.
2. The Contractor shall submit as-built Project Drawings and Shop Drawings prior to project completion for “review-and-edit” by the ENGINEER.

C. Acceptable for Final Payment

1. The Contractor shall submit a final set of as-built Project and Shop Drawings of all known changes, deviations, additional information and locations, etc., for the ENGINEER’S “review-and-acceptance.”

1.08 SPECIAL CONDITIONS AND REQUIREMENTS

A. Inspection and Testing Laboratory Services

1. The OWNER has chosen to employ the ENGINEER'S Materials Testing Laboratory to perform inspections and testing required by the Engineer to ensure that Work meets the requirements of the Contract.
2. Costs for tests beyond the capability of ENGINEER'S Materials Testing Laboratory required by the Contract Documents will be reimbursed by OWNER upon approval of invoices from the testing firm selected by the ENGINEER.
3. The Contractor shall bear the cost of any tests specified as Contractor design and/or performance tests and non-conformance re-testing as required.

B. Critical Specialty Personnel, Subcontractors and Suppliers

Tri-Dam Project may use their existing dock as the proposed fishing pier.

The pre-fabricated restroom shall have no wood components.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor and its Subcontractors and Suppliers shall provide and maintain quality-control program(s), regulation methods, procedures and processes to ensure compliance with standards of quality required by the Contract Documents. The Contractor shall submit to the ENGINEER description(s) of the quality control program(s).
- B. Submittals are required for all items in each category, even those which the Contractor intends to furnish or fabricate as shown on the Contract and/or Shop Drawings to confirm compliance with the designs.
- C. The Contractor shall obtain field measurements required for the accurate fabrication and installation of the Work included in this Contract. Exact measurements are the Contractor's responsibility.

- D. Unless otherwise indicated or specified in the Technical Specifications, manufactured materials, products, installed or applied shall be in accordance with the manufacturer's instructions, directions and/or specifications. The installation or application shall be in accordance with printed instructions furnished by the manufacturer of the material considered for use under conditions similar to those at the Project Site. The Contractor shall furnish instruction to the ENGINEER for his "review-and-acceptance" before Work is begun.
- E. Any deviation from the Contract Documents and/or the Manufacturer's printed recommendations shall be explained and acknowledged as correct and appropriate for the circumstances in writing by the particular manufacturer.
- F. The Contractor will be held responsible for installations contrary to the manufacturer's recommendations.
- G. Shop and Field Work shall be performed by mechanics, craftsmen, and workers skilled and experienced in the fabrication and installation of the work involved.
- H. The Work for this Contract shall be performed in accordance with the best accepted practices of the various trades involved and in accordance with these Contract Documents and "reviewed and accepted" Shop Drawings.
- I. The Work shall be erected and installed plumb, level, square and true, or true to indicated angle, and/or in proper alignment and relationship to the work of other trades. Finished work shall be free from defects and damage.
- J. The ENGINEER reserves the right to reject material and Work quality that are not considered to be up to acceptable industry standards of the various trades involved. Such inferior material or Work quality shall be repaired or replaced, as directed, at no additional cost to the OWNER.

3.02 INSPECTIONS, TESTS AND FIELD QUALITY CONTROL

- A. The OWNER, Engineer, FERC, and/or other OWNER/ENGINEER designated inspection and testing agency may perform inspections, tests and other services at its discretion.
- B. The ENGINEER will report observations and results of tests indicating compliance or non-compliance with Contract Documents to the Contractor, to the OWNER and to the Agency and/or third party that owns and/or governs within the Project Site.
- C. Contractor shall cooperate with ENGINEER in furnishing samples of materials, equipment, tools, storage and other assistance as requested.
- D. Testing and inspection of the Work required by the Contract Documents shall be arranged by the ENGINEER and paid for by the OWNER through an Independent

Materials Testing Laboratory or the ENGINEER'S Materials Testing Laboratory, unless specifically indicated otherwise on the Contract Documents.

- E. Special inspections to be performed by the ENGINEER as specified in the Contract Documents, or, as required, to comply with a code or other agency having jurisdiction shall be performed at the OWNER's expense. Contractor shall give the ENGINEER, the ENGINEER'S Materials Testing Laboratory and special inspectors a minimum of three (3) work days' notice, excluding weekends and holidays, of when and where such special inspections are required, in order for the Engineer to arrange for the appropriate inspectors and observers be present to perform the necessary inspections or tests.
- F. The ENGINEER reserves the right to modify the scope of, or to reassign any of the testing and inspection services specified in the various sections of the Contract Documents to be performed by a testing agency or consultant retained by the ENGINEER and/or OWNER in connection with the Work.
- G. If the public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included in Article A above, the ENGINEER will order the performance of such services by qualified independent testing agencies or consultants as may reasonably be required. The OWNER shall bear such costs, except as otherwise provided in Article H below.
- H. If such procedures for testing, inspection or approval reveal failure of the portion of the Work to comply with requirements of the Contract Documents, Contractor shall bear all costs made necessary by such failure including costs of repeated procedures and compensation for the OWNER's/ENGINEER'S testing and inspection services and expenses.
 - 1. If the ENGINEER'S observation of any inspection or testing undertaken pursuant to this Article 3.02 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply: (i) with the requirements of the Contract Documents or (ii) with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction with respect to the performance of the Work, then the ENGINEER will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.
 - 2. Contractor shall bear all costs thereof, including reimbursement to the OWNER for the OWNER's/ENGINEER'S additional testing and inspection services if any are required, made necessary thereby. However, neither the ENGINEER'S authority to act under General Requirements Section 01100, Article 01180, nor any decision made by the ENGINEER in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ENGINEER and/or OWNER to

Contractor, any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

- I. Neither observation by the ENGINEER nor inspections, tests, or acceptance by the ENGINEER'S inspectors or testing agencies and consultants shall relieve Contractor from Contractor's obligation to perform and provide quality control services to assure that the Work conforms to the requirements of the Contract Documents.
- J. Unless otherwise required by the Contract Documents, required certificates of testing, inspection or approval shall be secured by Contractor and furnished to the ENGINEER in accordance with the Contract Documents.
- K. If observation or testing is required outside CALAVERAS County, the Contractor shall bear the travel-related costs, including transportation, lodging, meals, long-distance telephone calls and facsimile transmittals, and associated expenses occurred by the Engineer.
- L. The Contractor shall provide promptly all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and testing as may be required by the ENGINEER. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.
- M. The OWNER reserves the right to charge to Contractor any additional cost of inspection or test when the Work, material or workmanship is not ready for inspection at the specified time.

3.03 UNCOVERING OF WORK

- A. No Work shall be covered until inspected by the ENGINEER.
- B. If part of the Work is covered prior to the ENGINEER'S inspection, Contractor shall uncover it for the ENGINEER'S observation and subsequently replace it at no additional cost to the OWNER and without change in the Contract Time(s).
- C. Should the ENGINEER and/or the OWNER wish to re-inspect a portion of the Work that has been covered, Contractor shall uncover it on request. If the Work conforms to the requirements of the Contract Documents, the OWNER will pay the costs of uncovering and replacement. If the Work does not conform to the requirements of the Contract Documents, Contractor shall pay said costs, including related disruptions and delays.

3.04 CORRECTION OF NON-CONFORMING WORK

- A. Upon receipt of written notification from the ENGINEER, Non-Conforming Work shall be removed from the Project Site and replaced promptly by the Contractor with Work that conforms to the Contract Documents, regardless of when the Non-Conformance is determined. Contractor shall pay all claims, costs, losses, and damages, including the OWNER's and/or ENGINEER'S expenses at the labor rates included in the contracts between the OWNER and the OWNER's and/or ENGINEER'S testing and inspection services, of removal and replacement including but not limited to all costs of repair or replacement of Work of others.
- B. If Contractor fails to correct Non-Conforming Work or to proceed with corrections within five (5) days of the date of written notification from the ENGINEER, the OWNER may correct the Non-Conforming Work in accordance with General Requirements Section 01100, Article 01162, or may remove it and store the salvageable materials or equipment at Contractor's expense. If Contractor does not pay the costs of such removal and storage within seven (7) days after written notice, the OWNER may sell, auction, or discard such materials and equipment. The OWNER will credit Contractor's account for the excess proceeds of such sale, if any. The OWNER will deduct from Contractor's account the costs of damages to the Work, rectifying the Non-Conforming Work, removing and storing such salvageable materials and equipment, and discarding the materials and equipment, if any. If the proceeds fail to cover said costs and damages, the Contract Sum shall be reduced by the deficit. If the current Contract unpaid balance and retention is insufficient to cover such amount, Contractor shall reimburse the OWNER.
- C. Contractor shall repair or replace Non-Conforming Work or damage resulting from such Non-Conforming Work promptly at no additional cost to the OWNER, whether due to: (i) faulty materials or workmanship; or (ii) defective installation by Contractor of materials or equipment manufactured by others; or (iii) disturbance of, or damage to, OWNER or Third Party improvements by Contractor's operations contrary to the Contract Documents; or (iv) other failure to conform to the requirements of the Contract Documents. Such repair or replacement shall commence within five (5) days of the date of the ENGINEER'S written notification of occurrence of such Non-Conforming Work and shall forthwith be diligently prosecuted to completion during the following correction periods, or such longer period of time as may be prescribed by laws and regulations or by the terms of any applicable guarantees required elsewhere in the Contract Documents, as applicable:
1. Any time during construction of the Work; or
 2. One (1) year following the date of the Notice of Final Completion for Non-Conforming Work or damage resulting therefrom in any part of the surface Work or in surface improvements of the OWNER such as building superstructures, pavements, curbs, walks, tracks, walls, stairways, poles,

mechanical and electrical equipment, materials, appurtenances and accessories, or other surface structures; or

3. Two (2) years following the date of the Notice of Final Completion for Non-Conforming Work or damage resulting therefrom in any part of subsurface Work or in subsurface improvements of the OWNER not included in the Work, such as building foundations, sewers, side sewers, culverts, other drainage structures, pipes, valves, conduits, conductors, or other subsurface structures.
- D. This requirement to correct Non-Conforming Work shall continue until one (1) year after the date of correction of repaired or replaced Items.
 - E. This requirement to correct Non-Conforming Work and all similar requirements applicable to equipment of Subcontractors or Suppliers used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the OWNER without necessity of separate transfer or assignment thereof.
 - F. The remedies provided for in this Article 3.04 shall not be restrictive but shall be cumulative and shall be in addition to all other legal remedies the OWNER may possess with respect to latent defects or frauds.
 - G. If, in the judgment of the ENGINEER, replacement of any defective or Non-Conforming Work is undesirable or impractical, the Contract Bid shall be reduced by such amount as the OWNER or its authorized representatives deem equitable, or Contractor shall rebate moneys previously paid by the OWNER be taken as the basis of claims for Extra-Work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from making required revisions to Contract Documents and/or to Shop Drawings. The review of these drawing(s) by the ENGINEER shall apply to general design only and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision or requirement contained in these Contract Specifications or on the Project Drawings. The ENGINEER'S notation shall be included in the "As-Built" Contract and/or Shop Drawings.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Aspects in this Section 01250 Quality and Control Assurance shall not be measured for payment.

4.02 BASIS OF PAYMENT

- A. The work required in this Section shall be considered incidental to Section 01200 Project Management, Administration and Facilities Operation and other Technical Specification noted on the Drawings.
- B. The Contractor shall not receive compensation for this type of Work under “Allowance” Work.

- END OF SECTION 01250 -

SECTION 01320

PROGRESS AND SCHEDULES

PART 1 - GENERAL

1.01 SCOPE

- A. This Specification Section describes the requirements and procedures for preparing, revising and reviewing the Contractor's construction schedules used for planning, managing and following construction activities. The schedules provide a basis for determining the progress status of the project relative to the completion time, specific dates and for determining the acceptability of the Contractor's progress payment estimates.

1.02 BACKGROUND AND SITE CONDITIONS

The project is essentially a bare site with several shade stress. It is situated on the bank of Tulloch Lake near the Calaveras County/Tuolumne County line. The site has access from O'Byrnes Ferry Road which is a County road.

The lake level fluctuates seasonally. The current lake level schedule is available at www.tridamproject.com/reservoirs/tulloch/. The Contractor should be aware that the lake level may fluctuate between elevation 510 and 507 during construction. The elevation of the wall at the shoreline varies in height but the high water elevation can rise to within approximately 1.5 feet below the top of the wall.

The Contractor should note that there are no utilities on site. Any temporary utilities are his responsibility.

The construction hours are limited to the hours noted on the Grading Permit.

The Contractor to make special note of the excavation requirements behind the existing sea wall.

Owner will possibly make the bidders aware of local sources of boulders for the stacked rock wall construction.

The pre-fabricated bathroom to contain no wood components.

1.03 DEFINITIONS

- A. Critical Path Method (CPM) – A CPM schedule is a planning technique based on network flow theory and is specifically used for well-defined projects. It is based on a fixed schedule determined for each activity and based on realistic time estimates, which are the result of experience. A CPM flow network shall then be derived from the actual performance of the task or activity.

- B. Program Evaluation and Review Technique (PERT) – A PERT schedule is a planning technique based on network flow theory. PERT is specifically used for massive programs with hard-to-define objectives and overlapping responsibility divided among many organizations. PERT projects also could involve wide geographic dispersal and a large degree of time and cost uncertainty. A PERT schedule is established based on the probability of finishing the work within a certain period of time. The PERT flow network shall then be derived from the occurrences of events.
- C. Float – is the total amount of delay that the activity may experience and still not become critical.
- D. Contract Float – If the schedule anticipates early completion of all or any part of the Work, Contract Float is the number of calendar days between Contractor’s anticipated date for early completion of all or any such part of the Work and the corresponding specified Contract Time.
- E. Total Float – Number of calendar days by which the Work or any part of the Work may be delayed without necessarily extending a pertinent Contract Time. Total Float is by definition at least equal to Contract Float.
- F. Business Day – Any day except Saturdays, Sundays and Holidays observed by the OWNER and/or the Engineer.
- G. Calendar Day (CalDay) – Every day shown on the calendar, including Saturdays, Sundays and Holidays.
- H. Day – Same as Work Day.
- I. Critical Path – The sequence of work activities and events in series taking the longest time to complete. Each work activity must be complete before the next activity can start. The critical path has no float.
- J. Baseline Schedule – A computer generated schedule using common scheduling software, e.g., Primavera, with Microsoft® Windows™ operating software, or a manually produced schedule, based on CPM and showing Critical Path.
- K. Updated Schedule – A schedule and progress up to date, using the same method as the Baseline Schedule. With a short Project Schedule, it is anticipated one baseline schedule will be issued and review weekly in the PRR meetings. The Contractor will submit a final schedule once the project has been completed it there were events that impacted the schedule.
- L. Look Ahead/Behind Schedule – A bar chart schedule manual or computer generated showing past Work performed for one (1) week back and showing future

Work activities which are to be continued or started for next two (2) weeks ahead. The schedule is submitted every week until the Project is complete. This schedule will be discussed weekly in the PRR meetings.

- M. Work Day – Normal working hours shall be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday, excluding Holidays. Saturday work shall not be required but is available at Contractor’s option at no additional expense to the Owner. Any days anticipated to require extended work hours or Sunday/Holiday work shall be clearly shown on the Baseline and Updated Schedules, and shall, at a minimum, be submitted to the ENGINEER for “review-and-acceptance” at least one (1) week in advance. If unanticipated extended work hours are required, the ENGINEER shall be notified immediately. No work shall be allowed during hours of darkness without proper lighting.
- O. Substantial Completion – Substantial Completion for the Project occurs on a date when all the Contract Work at the Tulloch Day Use Site has been completed and the OWNER can open the recreation site per FERC requirements. All construction equipment, tools, materials and debris have been removed.
- P. Final Completion – Final Completion occurs on a date when the Contractor has finished removing all the sedimentation control protection from the site and Work areas satisfactory to the ENGINEER and the OWNER, and; has completely demobilized from the Project Site(s), completed all the contractual documentation, and has signed the final Change Order to the Contract.

1.04 RELATED SPECIFICATION SECTIONS

01200 Project Management, Administration and Facilities Operation

1.05 CONTRACTOR SUBMITTALS

- A. Pre-Construction
 - 1. Within two (2) weeks of Contract Award the Contractor shall submit an updated Baseline Schedule and initial weekly schedule including materials procurement and delivery for “review” by the ENGINEER and the OWNER.
 - 2. Within one (1) week of receipt, the ENGINEER shall return the Contractor’s Baseline and Weekly Schedule with a request for corrections and/or adjustments.
- B. Construction
 - 1. The Contractor shall submit a Look Ahead/Behind Schedule to the ENGINEER on a weekly basis.

PART 2 - PRODUCTS

2.01 PROGRESS/SCHEDULE COMPUTER PROGRAM

- A. The Contractor shall use provide copies of the baseline schedule in PDF format and one copy in a format that can be reviewed and adjusted weekly.

PART 3 - EXECUTION

3.01 SCHEDULES

A. Baseline Schedule

1. The Contractor shall prepare a Baseline Schedule. The schedule shall depict all significant construction activities including mobilization, materials procurement and delivery, critical submittals, key construction milestones, demobilization and cleanup. The schedule shall include all items of Work, as a minimum, listed on the Contract Bid Schedule descriptions and, if submitted and “review-and-accepted”, on the Contractor’s Schedule of Values.
2. Substantial Completion Date is April 29, 2022. This milestone and date shall be shown on the Baseline Schedule and Weekly Look Ahead/Look Behind Schedules. The dependencies between activities shall be indicated so that it may be established what effect the progress of any one activity has on the schedule. Changes to the anticipated Substantial Completion date shall be noted and explained.
3. The Baseline Schedule shall be presented to all attendees at the Pre-Construction Meeting.
4. The Baseline Schedule shall be represented in Work Days for activity durations and in Calendar Days along the X axis depiction.
5. Key events and milestones shall be shown on the Baseline Schedule. The following, as a minimum, shall be shown as key events and milestones:

<u>Description</u>	<u>Date</u>
Contract Award	11/19/2021
Notice-to-Proceed	11/29/2021
Pre-Construction Meeting	Prior to 12/3/2021
Construction Work Start	12/13/2021
Substantial Completion	4/29/2022
Final Completion	5/25/2022

B. Updated Schedules

1. Due to the duration of the Project, there will be one updated Baseline Schedule due on 2/1/2022. Each week the Baseline Schedule will be reviewed. The Look Ahead/Behind Schedules will also be used as Updates.

C. Look Ahead/Behind Schedule

1. The Contractor shall prepare a simple bar graph manually, computer assisted or computer generated schedule each week.
2. The Look Ahead/Behind Schedule shall show planned, scheduled activities projected at least two (2) weeks ahead and show progress of activities, completed and started but not furnished, at least one (1) week behind. The division separating ahead and behind Work activities shall be at the end of Production Work one (1) day prior to the Progress and Planning Review (PPR) meeting day for that week.
3. The Contractor shall submit the Look Ahead/Behind Schedule each week and at least twenty-four (24) hours before the PPR meetings.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Schedules shall not be measured for payment.

4.02 BASIS OF PAYMENT

- A. The time-and-materials to produce project schedules shall be considered incidental to Section 01200 Project Management, Administration and Facilities Operation.

- END OF SECTION 01320 -

**ATTACHMENT A
Engineer's Schedule of Fees**

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 SCOPE

- A. Due to the short duration of this project, every effort will be used to expedite the Submittal review process.
- B. The Work specified in this Section summarizes requirements and procedures for submitting documents for “review-and-acceptance” by the ENGINEER.

1.02 RELATED WORK SPECIFICATIONS

- 01200 Project Management, Administration and Facilities Operation
- 01320 Progress and Schedules

1.03 SPECIFICATIONS, CODES, STANDARDS AND REPORTS

- A. General – Unless otherwise revised, altered, modified or stated in this Specification Section or Related Work Specification Sections, the Contractor shall comply with the following Specifications, Codes, Standards and Reports, and their latest published edition:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. California Building Code (CBC), California Code of Regulations, Title 24, Part 2, Volumes 1, 2 and 3, latest edition
 - 3. State of California, Department of Transportation (Caltrans), Standard Specifications, latest edition

1.04 DEFINITIONS

- A. Shop Drawings – Fabrication or layout drawings required for permanent incorporation in the Work and to be placed and/or in the as-built Project Drawings.
- B. Working Sketches – The Contractor’s plan Drawings for temporary equipment or structures such as shoring, decking, temporary bulkheads, support of excavation, support of utilities, ground water control, and forming and false work; and for such other work as may be required for construction, but do not become an integral part of permanent Work. Working Sketches may require a Professional Engineer to sign

and seal associated calculations and the sketch(es), as required by the Specifications as shown on the Drawings of the Contract Documents for temporary work which will not become a part of permanent structures included in this Contract.

- C. Work Plans – A narrative with or without Working Sketches that discusses the Contractor’s procedures, methods and means, and products to execute and complete the Work.
- D. Samples – Samples of materials or equipment submitted to ENGINEER and/or OWNER for “review-and-acceptance,” prior to incorporating the item in the Work as required by individual Specification Section or as Specified on the Drawings.
- E. Certification – As identified in each section, certificates or certified test results submitted which demonstrates proof of compliance with Specifications for products, materials, equipment, systems, and qualifications of personnel, manufacturers, fabricators and installers.
- F. Calculations – Where required by the Specifications or the Contract Documents, calculations signed and sealed by a specific branch Professional ENGINEER registered in the State of California.
- G. Test Procedures and Reports – Test procedures for “review-and-acceptance” by the Engineer before commencement of testing. Test reports shall be in a format for “review-and-record only” by the ENGINEER.
- H. Documentation – Documents required to be submitted by the Specifications, including miscellaneous items such as delivery tickets, batch tickets and bills of materials for “record only.”
- I. Product Data – Manufacturer’s literature, catalog cuts, and Material Safety Data Sheets submitted for “review-and-acceptance” by the Engineer.
- J. Operations and Maintenance Manuals – Operations and maintenance manuals for equipment and systems, as required by the Specifications for the ENGINEER to “review-and-deposition” and for the OWNER to keep.
- K. Construction Schedules – Refer to Specification Section 01320 Progress and Schedules.
- L. Substitution – Approved substitution is an item of the Work which include means and methods of construction, products, supplies, materials, and equipment which are specified in the Contract Documents. The Contractor has requested a change in writing. The ENGINEER has “reviewed-and-accepted” the item substitution in writing.

- M. Changes – Changes proposed by the Contractor to items listed in the Contract Documents and/or in the Contractor’s submittal(s) after “review-and-acceptance” will not be permitted unless those changes have been “submitted, reviewed-and-accepted” in writing by the ENGINEER.
- N. Equals – When the Contract Documents state, “or equal,” the Contractor may submit a product which is equal to the product(s) specified for “review-and-acceptance” by the ENGINEER.

1.05 QUALITY CONTROL AND ASSURANCE REQUIREMENTS

- A. Prepare Shop Drawings, Working Sketches and record documents to acceptable industry standard of quality.

PART 2 - PRODUCTS

2.01 MASTER LIST OF SUBMITTALS

- A. Identify submittals required and determine the date on which each submittal is required in conformance with “reviewed-and-accepted” schedules. Within ten (10) days after the effective date of Notice-to-Proceed, furnish a master list of submittals required by the Contract Documents, with corresponding submittal dates which match the dates listed in the detailed Contract Schedule to be “reviewed-and-accepted” by the ENGINEER. Allow no less than ten (10)-day cycles for review of each submittal by the ENGINEER. Note: the individual specification sections may indicate longer lead time for the “review-and-acceptance” by the ENGINEER before Work may begin. The Contractor shall not start Work on items until required submittals are “reviewed-and-accepted” by the ENGINEER unless otherwise “accepted” by the ENGINEER. The Contractor’s key and critical submittals for composition and “review-and-accept” shall be placed on the Contractor’s Baseline Schedule.

2.02 SUBMITTAL FORMAT AND INSTRUCTIONS

- A. Shop Drawings and Working Sketches to show the following information:
 - 1. Title block.
 - 2. Drawing title, date and revision dates, scale and consecutive drawing numbers.
 - 3. Contract title and number.

- B. Submittals to show the following information when applicable:
1. Cover sheet with a title and with a block space for the Contractor's Certification Stamp and the ENGINEER'S Submittal Action.
 2. Names of Contractor, Subcontractors, Suppliers, Manufacturers and, when applicable, the seal and signature of an engineer, currently registered in the State of California, for the discipline involved.
 3. Identification of product by either description, model number, style number, serial number or lot number, and finish numbers.
 4. Subject identification by Contract Drawing.
 5. Field dimensions, clearly identified as such.
 6. Applicable standards, such as ASTM or Federal Specification numbers.
 7. Identification of deviations from the Contract Documents.
 8. On cover page, Contractor's stamp, signed and dated, certifying:
 - a. Review of submittals for compliance with the Contract Documents.
 - b. Verification of field measurements.
 - c. Verification of Subcontractor's work for accuracy.
 - d. Statement that submittal does not or does deviate from Contract Documents.
- C. Action Block – Include a blank space, five (5) inches by five (5) inches, in the lower right corner, just above the title block, in which the ENGINEER will indicate action taken. (Submittals and Drawings without this space may be returned, without review for compliance.)
- D. Make submittals sufficiently in advance so “review-and-acceptance” may be made by the ENGINEER at least ten (10) days before commencement (includes subsequent submittals) of Work and Related Work.
- E. Allow five (5) days of each resubmittal for “review-and-acceptance” by the ENGINEER.
- F. Ship submittals prepaid, email or hand carry to the ENGINEER.

- G. Accompany submittals and Drawings with a Contractor Transmittal Form containing the following information:
 - 1. Contractor's name, address, telephone number for home office or field office.
 - 2. Transmittal date sent by Contractor and "blank" for date received by the ENGINEER.
 - 3. Submittal number based on the Drawing and Note number.
 - 4. Contract title and number.
 - 5. Supplier's, Manufacturer's and/or Subcontractor's name, address and telephone number.
 - 6. Subject identification.
 - 7. Copy of Subcontractor's or Supplier's transmittal to Contractor.
- H. Provide sufficient data with subsequent submittals initiated by the Contractor for consideration of corrective procedures for review. Make subsequent submittals in the same manner as initial submittals.
- I. Incomplete or partial submittals will be returned to the Contractor without review.
- J. Illegible facsimile copies of any portion of a submittal will not be accepted.

2.03 ELECTRONIC MAIL FORMAT

- A. The use of email is encouraged to speed turn-around of submittals and to clarify and answer questions posed by the ENGINEER AND the Contractor. Copies of emails shall be attached to accepted and/or returned submittals.

2.04 QUANTITIES

- A. One electronic submittal in PDF format of all shop drawings or material submittals and schedules required for the Work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections.
- B. One electronic submittal in PDF format of manufacturers' standard schematic Working Sketch(es) and/or Shop Drawing(s).
- C. One electronic submittal in PDF format of manufacturers' calculations, and one electronic submittal in PDF format of manufacturer's standard data.

- D. One electronic submittal in PDF format of manufacturers' printed installation, erection, application and placing instructions.
- E. One sample of each manufactured item specified on the various Drawings, unless otherwise specified.
- F. One electronic submittal in PDF format of inspection reports and test reports.
- G. One electronic submittal in PDF format of engineer's calculations, with seal and signature of the Professional Engineer currently registered in the State of California for the discipline involved.
- H. One electronic submittal in PDF format of operations and maintenance manuals.
- I. One (1) Contractor's Transmittal Form.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Review submittals, stamp and sign as reviewed-and-approved, before submission to the ENGINEER. Failure to comply with this requirement may result in immediate return of the submittal without review.

3.02 ENGINEER'S AND OWNER'S REVIEW

- A. Submittals will be reviewed for conformance to requirements of the Contract Documents. Review of a separate item will not constitute review of an assembly in which the item functions. Review will not relieve Contractor from his responsibility for accuracy of submittals, conformity of submittals to requirements indicated, compatibility of described product with contiguous products and the rest of the system, or for prosecution and completion of the Contract in accordance with the Contract Documents.
- B. The ENGINEER will review submittals for general conformance with the Contract Documents and mark, sign and date the "review-and-disposition" stamp.
- C. Action block-stamp marks or email communication have the following meanings:
 - 1. The mark "A" > REVIEWED-and-ACCEPTED is an acceptance, and means every illustration and description appears to conform to the respective requirements of the Contract Documents; fabrication, assembly, manufacture, installation, application and erection of the illustrated and described product may proceed. Another submittal does not need to be resubmitted.

2. The mark “B” > REVIEWED-and-ACCEPTED AS NOTED – NO RESUBMITTAL REQUIRED is an acceptance, and means every illustration and description appears to conform to the respective requirements of the Contract Documents upon incorporation of the reviewer’s corrections:
 - a. If the Contractor accepts the corrections then fabrication, assembly, manufacture, installation, application and erection of the illustrated and described product may proceed. Submittals so marked need not be resubmitted. Show the reviewer’s corrections on the As-Built Shop Drawings or Working Sketches.
 - b. If the Contractor challenges the validity of the reviewer’s exception, no Work on this issue will be allowed until there is a written resolution to the challenge. Upon resolution, a resubmittal may be required. Show the reviewer’s corrections on As-Built Shop Drawings or Working Sketches.
 3. The mark “C” > REVIEWED-AND-PARTIALLY ACCEPTED – REVIEWER’S REMARKS NOTED – RESUBMITTAL REQUIRED is a partial acceptance. The Contractor must revise those portions of the submittal, which the reviewer deemed incorrect – that does not conform to the respective requirements of the Contract Documents.
 4. The mark “D” > PARTIALLY REVIEWED – ADDITIONAL INFORMATION REQUIRED AS NOTED – SUBMIT INFORMATION states that submittal is not acceptable at this stage.
 5. The mark “E” > RECORD ONLY means the submittal was reviewed, but not for acceptance, and was received for information only.
 6. The mark “F” > REVIEWED-and-REJECTED is a rejection, and means the submittal is deficient to the degree the reviewer cannot correct the submittal with a reasonable degree of effort, has not made a thorough review of the submittal, and the submittal is to be deleted. An entirely new submittal is warranted.
- D. One (1) marked up PDF electronic copy of Shop Drawings and Working Sketches, one (1) PDF electronic copy of product data, and one (1) sample will be returned to the Contractor.
- E. The ENGINEER shall review-and-return initial submittals with an “action” within ten (10) days after submittals have been received. Resubmittals will be returned within five (5) days.

3.03 CONTRACTOR'S RESPONSIBILITIES

- A. Coordinate each submittal with requirements of the Work – Place particular emphasis upon ensuring each submittal of one trade is compatible with other submittals of that trade and submittals of other trades.
- B. Format submittals as outlined in Article 2.02 of this Specification Section, or other format accepted by the ENGINEER.
- C. “Review-and-Acceptance” by the ENGINEER of submitted drawings and submittals, and associated calculations does not relieve the Contractor from responsibility for errors or omissions in their drawings, sketches and submittals, and their associated calculations, or from deviations from the Contract Documents, unless such deviations were specifically called to the attention of the ENGINEER, in the writing, submitted with the drawings, sketches and submittals. The Contractor is responsible for correctness, accuracy and completeness of their drawings, sketches and submittals, for shop fits and field connections, dimensions and quantities and for results obtained by use of such drawings and submittals.
- D. Distribution of Submittals After Review – Distribute prints of “reviewed-and-accepted” submittals, bearing the ENGINEER’S block stamp and signature, to concerned subcontractors, suppliers and fabricators, and to concerned members of Contractor’s workforce.
- E. Contractor’s liability to the Engineer and/or OWNER, in case of deviations in the submittals from requirements of the Contract Documents, is not relieved by the Engineer’s “review-and-acceptance” of submittals containing deviations, unless the Engineer and OWNER expressly approves deviations by issuing a Change Notice and/or Order.
- F. The Contractor shall not start Work for which submittals are required, until submittals bearing the block stamp of the ENGINEER, and signatures indicating “review-and-complete or partial acceptance,” have been received.
- G. Before making submittals, ensure products are available in quantities required by the Contract.
- H. Verify field measurements, catalog numbers and similar data.
- I. Resubmittals – Make any corrections required by the ENGINEER and resubmit for “review-and-acceptance.” Direct specific attention in writing, on resubmitted Working Sketch or Shop Drawing to revisions other than the corrections by the ENGINEER on the previous submittal.

3.04 SHOP DRAWING

- A. Prepare Shop Drawings on sheets no larger than 24 inches by 36 inches and at a scale large enough to easily depict and annotate each of various items. Provide blank space for action stamp.
- B. Submit Shop Drawings for “review-and-acceptance.”
- C. When the Work is completed, submit a final, corrected, reproducible of each Shop Drawing. Show the Work as actually installed, placed, erected and applied on each Shop Drawing. Mark each Shop Drawing “AS-BUILT.”

3.05 PRODUCT DATA

- A. Modify manufacturers’ standard schematic Working Sketches to delete information which is not applicable to the Contract. Supplement standard information with additional information applicable to this Contract.
- B. Modify manufacturers’ standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information which is not applicable to the Contract. Indicate dimensions, clearances, performance characteristics, capacities, wiring and piping diagrams, controls, and other information as required.
- C. Modify manufacturer’s printed installation, erection, application and placing instructions to delete information which is not applicable to the Contract.
- D. Failure to modify the above items contained in Articles A, B and C may result in rejection of the submittal.
- E. Include appropriate information as required herein and by the Specification sections.
- F. Submit Certificates of Compliance only for those products called out in these Specifications not later than thirty (30) days before products are installed. Have copy of certificate accompany the product for which the certificate is prepared. Include on the certificate:
 - 1. Affirmation that the product complies with respective requirements indicated.
 - 2. Submittal date, Contractor’s name and address, Contract Title and Number, product represented and its location in the Contract, producer’s name, product trade name and catalog number, place of product origin, test date, testing organization’s name and address, quantity of the product furnished, and related Project Drawing and Specification Section numbers.

3. Signature of an officer or other authorized representative of the manufacturer or producer.

3.06 SAMPLES

- A. Submit samples of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials, including attachment devices. Indicate country of origin.
- B. Erect field samples and mock-ups at the worksite if necessary and as may be necessitated by the Contractor submitting value engineering proposals or substitutions, at locations “reviewed-and-accepted” by the ENGINEER.
- C. Include appropriate information as required and indicate the Note and Drawing number. Have product data accompany samples.
- D. The ENGINEER reserves the right to require submission of samples or site mock-ups of any material whether or not particularly mentioned on the Drawings.

3.07 WORKING SKETCHES

- A. Identify Working Sketches by a submittal number based on Note and Drawing number. Use: 8½ inches by 11 inches, 11 inches by 17 inches and/or 24 inches by 36 inches size paper to submit Working Sketches.
- B. If required by Project Drawings, have Working Sketches prepared, stamped and signed by an engineer of the involved discipline, currently registered as a Professional Engineer in the State of California.
- C. Verify field measurements and, where applicable, coordinate with pertinent Contract Documents.
- D. Do not begin Work that require Working Sketches and associated calculations until Working Sketches and calculations have been “reviewed-and-accepted” by the ENGINEER; the ENGINEER’S exceptions, if any, have been addressed; and submittals have been returned to the Contractor with the required “review-and-acceptance” stamps and signatures.
- E. Distribute copies of Working Sketches and calculations after “review-and-acceptance” by the ENGINEER.

3.08 CALCULATIONS

- A. Have calculations, required by Technical Specification, stamped and signed by a Professional Engineer of the involved discipline, registered in the State of

California. When calculations accompany drawings and sketches in a submittal, the body of the calculations must contain cross references to the individual drawing to which the page of the calculations pertain.

3.09 SUBSTITUTIONS

- A. Substitutions indicated, or implied, on Shop Drawings and Working Sketches or in product data submittals will not be considered unless a request for substitution has been submitted in conformance with this Specification Section.
- B. The list of materials, products and supplies, and the list of methods of construction for substitution of those indicated will be considered only if those requests have been submitted. "Review-and-acceptance" of substitute items or methods will be only for characteristics and the use named in the "acceptance." This "acceptance" will not be interpreted as a modification of Contract Specifications on the Project Drawings, nor to establish "acceptance" of products and methods for other portions of the OWNER's Project. "Acceptance" of a substitution does not relieve the Contractor of responsibility of fulfilling requirements of the Contract Documents. The ENGINEER will judge quality and suitability of substitute items or methods and its decision is final. If use of substitute products or methods involves redesign of other parts of the Work, perform redesign and submit for "review-and-acceptance" by the ENGINEER. Bear both the cost of redesigning by the Contractor and its engineer and the cost of evaluating the substitutions by the Engineer.
- C. Include the following information with documentation for materials, products and supplies:
 - 1. Complete data substantiating compliance of proposed substitution with requirements of the Contract Documents.
 - 2. Identification of materials, products or supplies, including manufacturer's name, address, catalog name and number.
 - 3. Installation characteristics, installation Shop Drawings and Working Sketches and manufacturer's literature, including product description, performance and test data, and reference standards if pertinent.
 - 4. Name and address of projects on which the product was used under similar circumstances, and date of installation.
 - 5. Itemized comparison of proposed substitution with the item specified. Include in a tabular form differences in materials, size, finish, estimated life, estimated maintenance, availability of spare parts and repair services, energy consumption, performance capacity, salvage ability and manufacturer's warranties.

6. Effect of change on the “accepted” Baseline Construction Schedule. State time savings, time delays or “no change in schedule.”
 7. Accurate cost data for the proposed substitution in comparison with the product specified.
 8. Equitable adjustment (cost or credit) which the Contractor proposes to offer the OWNER.
 9. When applicable or requested by the ENGINEER, provide off-the-shelf samples of the specified item and the proposed substitution.
- D. Certify the following when making a request for substitution:
1. The Contractor has personally investigated the proposed item and determined it to be equivalent, or superior, to that indicated; and update information as new or different data becomes known to Contractor.
 2. Furnish the same, like or reasonable warranty for substitution as for the product specified.
 3. Coordinate installation of the “reviewed-and-accepted” substitution into the Work, and make those changes, subject to “review-and-acceptance” by the ENGINEER, required for the Work to be complete in all respects.
 4. Waive claims for additional costs related to the substitution.
 5. Provide complete cost data, including related costs, except the costs of “review-and-acceptance” and possible redesign by the ENGINEER of the Contractor’s design.
- E. Substitutions indicated, or implied, on Shop Drawings and Working Sketches or product data submittal will not be considered unless a request for substitution has been submitted in conformance with this Section.
- F. Include the following information in documentation for construction methods:
1. Detailed description of proposed methods.
 2. Working Sketches illustrating the methods.
 3. Itemized comparison of proposed substitute methods with methods shown, with product implied or specified. Include differences in estimated time for execution, labor, materials, revisions to construction process, and cost.

3.10 EQUALS

- A. If the Contract Documents state products and have “or equal,” the Contractor has the option to use the product stated in the Contract Documents and not make a submittal on the product or to propose an equal product by submitting the products description data and specifications. The ENGINEER shall “review-and-disposition” on the product.

3.11 WORK PLANS

- A. When specified in the Contract Documents, the Contractor shall submit narrative(s) with a Working Sketch(es) on the means-and-methods, products, materials and equipment used and execution procedures to build and complete the work. The ENGINEER shall “review” work plans for the Contract Documents conformance. The ENGINEER shall disposition work plans according to Contract Documents conformance only. The ENGINEER may provide recommendations and suggestions on the Contractor’s means-and-methods that are not specified in the Contract Documents. The Contractor is not obligated to follow the ENGINEER’S recommendations and/or suggestions.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. The Work of this Section shall not be measured separately for payment unless the Contractor submits a “schedule-of-values” that is “reviewed-and-accepted” by the ENGINEER for measuring progress on submittals.

4.02 BASIS OF PAYMENT

- A. Payment will be made under Specification Section 01200 Project Management, Administration and Facilities Operation. A lump sum contract value may be proportioned if a “schedule-of-values” is proposed by the Contractor and “reviewed-and-accepted” by the ENGINEER.

- END OF SECTION 01330 -

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DEFINITION

- A. Schedule of Values: Schedule that divides the Contract Amount into pay items, such that the sum of all pay items equals the Contract Amount for the Work, or for any portion of the Work having a separate specified Contract Amount.

1.02 REQUIREMENT

- A. The Schedule of Values will serve as the basis for progress payments and shall be incorporated into a form of application for payment acceptable to the ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed and accepted by the ENGINEER.
- B. No payment will be made for Work performed on a lump sum contract or a lump sum item until the appropriate Schedule of Values is approved by the ENGINEER.
- C. The equitable value of Work deleted from a lump sum contract or lump sum item shall be determined from the approved Schedule of Values.

1.03 SUBMITTALS

- A. Submit a Preliminary Schedule of Values within 5 days after the award of the Contract.
- B. Submit a proposed final Schedule of Values within 10 days after receipt of Notice-to-Proceed.
- C. List constructed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments. Round off values to nearest dollar.
- D. Coordinate listings with the Baseline Schedule.
- E. For items on which payments will be requested for stored materials or equipment, list sub-values for cost of stored products with taxes paid.

- F. The sum of values listed shall equal the Total Base Bid Price for the Work with a separate amount provided for by approved Change Orders.
- G. When the ENGINEER requires substantiating information, submit data justifying line item amounts in question.

1.04 UNIT PRICE BID ITEMS

- A. For unit price bid items, the bid item prices on the Project Bid Schedule shall be used as the basis for the Schedule of Values. The Contractor shall resubmit the bid item prices in the format described herein, and may, at its option, or if requested by the ENGINEER, divide the items in the Project Bid Schedule into sub-items to provide a more detailed basis of payment.

1.05 LUMP SUM BID ITEMS

- A. For lump sum bid items, the cost of the Work shall be separated by bid item into schedule of value items. Break principal subcontract amounts down into these bid items per the Baseline Bid Schedule.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

- END OF SECTION 01370 -

SECTION 01400

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 SCOPE

- A. Specified Work – This Specification Section outlines and specifies the requirements for moving in personnel, equipment and materials, set up Temporary Facilities, i.e., offices, shop buildings, storage buildings, Laydown Areas, and other temporary structures. It also specifies requirements for:
 - 1. Temporary utilities, i.e., electric power, construction and potable waters, sanitary services, trash and garbage services, and security services.
 - 2. Photograph and Video documentation of pre-construction Project Site conditions.
 - 3. Preparations of the Project Site prior to handling or movement of any equipment, materials or hazardous materials and wastes.
 - 4. Demobilization of the Temporary Facilities and temporary services.
- B. Work Inclusions – The Work shall include all labor, materials, equipment and incidentals to perform the Work specified in this Specification Section.
 - 1. The Staging Area or Laydown Area shall host the Construction facilities required by the Contractor.
 - 2. Upon Substantial Completion the entire area(s) shall also be restored in-kind to its prior pre-construction condition.
 - 3. The area(s) shall be in compliance with appropriate environmental mitigation measures as is required in order to receive payment under this Specification Section.

1.02 BACKGROUND AND SITE CONDITIONS

- A. The Project Site is accessed from California State Highway 108 or Highway 4 via O'Byrnes Ferry Road as shown on the Contract Drawings.
- B. The location of Temporary Facilities shall be determined by the Contractor, as approved by the Owner.

1.03 DEFINITIONS

- A. Completion – Date at which all Work has been completed, including demobilization and cleanup, as approved by Owner.
- B. Demobilization – Removal of all personnel, equipment, materials, temporary facilities, and wastes.
- C. Laydown Area – A portion of the site at locations shown on the project plans to be prepared as indicated in this Specification, and where storage of construction equipment and materials is permitted.
- D. Mobilization – Move in of all personnel, equipment, materials, and temporary facilities.
- E. Project Site – Areas occupied by the Contractor, equipment, and materials during mobilization, construction, and demobilization, including the Work areas shown in the Contract Documents, Staging Areas, Laydown Areas, and access ways.
- F. Site Preparation – Site work necessary to facilitate Mobilization.
- G. Substantial Completion – Date at which the Work defined in the Contract Documents must be completed.
- H. Temporary Facilities – Any container, trailer, building, utilities, fences, or other facility placed by the Contractor to facilitate this Project, that must be removed by the Contractor after completion of construction, unless otherwise noted in the Contract Documents.

1.04 SPECIFICATIONS, CODES, STANDARDS AND REPORTS

- A. General – Unless otherwise revised, altered, modified and/or stated in this Specification Section or Related Work Specification Sections, the Contractor shall comply with the following Specifications, Codes, Standards and Reports, and their latest published edition.
 - 1. California Building Code (CBC), latest edition, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2.
 - 2. California Code of Regulations, Title 8, Chapter 4 – Division of Industrial Safety Orders (Cal-OSHA), Subchapter 4 – Construction Safety Orders (Sections 1500 – 1939).
 - 3. U.S. Federal Occupational Safety and Health (Fed-OSHA) Regulations (Standard – 29 CFR), Safety and Health Regulations for Construction.

RELATED WORK SPECIFICATION SECTIONS

01100	General Conditions
01200	Project Management, Administration and Facilities Operation
01500	Temporary Facilities

1.05 DESIGN PARAMETERS – (NOT USED)

1.06 SAFETY AND SECURITY REQUIREMENTS

- A. Work shall be completed in compliance with applicable federal and state safety and health regulations (Fed/OSHA and Cal/OSHA).
- B. California Code Regulations, Title 8, Chapter 4 – Division of Industrial Safety Orders (Cal-OSHA), Subchapter 4 – Construction Safety Orders (Sections 1500 – 1938), and Subchapter 7 – General Industry Safety Orders (Sections 3200 – 6184) are the most applicable regulations for this Section.
- C. The Contractor is responsible for safety and health of personnel including Contractor’s employees, Subcontractor employees, and Supplier employees while on the Project, and shall prepare a written Project-specific Safety Plan.
- D. The Engineer’s and Owner’s employees and consultants while on the Project will work under and abide by the Contractor’s safety and health program.
- E. The Contractor is responsible for security for Contractor facilities, equipment, incidentals, and the Engineer’s and Owner’s facilities within the Project area.
- F. All facilities and utilities materials shall be installed according to manufacturers’ instructions.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. During the life of the Work, environmental protection shall be provided and maintained to control pollution that may develop during the normal construction process.
- B. The natural resources within the Project Area and Laydown Area, access roads and paths, and any other areas occupied by the Contractor, equipment, and/or materials and outside the limits of permanent Work shall be preserved or restored to an equivalent or improved condition that is equal to the pre-construction condition or an improved condition upon completion of the Project Work. Construction activities shall be confined to within the limits of the Work indicated or specified or by written permission from the ENGINEER and/or Owner.

- C. Fish, birds and wildlife shall not be disturbed or harassed. Water flows and native habitat adjacent to the Project that is critical to the survival of fish and wildlife shall not be altered or otherwise significantly disturbed.
- D. Work areas shall be managed and reclaimed to prevent sediment from entering the nearby surface drainages and water courses.
- E. Traces of temporary construction facilities such as access ways, work areas, structures, stockpiles of excess or waste materials, and other signs of construction shall be removed and disposed of properly.
- F. Oily or other hazardous substances shall be prevented from entering the ground, or local bodies of water.
- G. The fueling and lubricating of equipment and motor vehicles shall be conducted in a manner to protect against spills and evaporation. Lubricants to be discarded and excess oil shall be disposed of properly off-site.
- H. Solid waste shall be picked up, controlled, and disposed of off-site. Contamination of the site or other areas shall be prevented when handling and disposing of wastes.
- I. Chemical toilets or comparably effective units shall be provided for the workers.
- J. Upon completion of Work, the Project Site shall be left clean and acceptable to both the ENGINEER and the Owner. The access ways to the Project Site shall be restored and left clean in accordance with state and county requirements.

1.08 CONTRACTOR SUBMITTALS

- A. Pre-construction
 - 1. Submit the Contractor's Safety Plan to the ENGINEER for "review-and-acceptance."
 - 2. Mobilization "Schedule-of-Values" – as per Article 4.01.C of this Specification Section and as required by Division 0 Bidding Requirements and Division 1 General Requirements.
 - 3. Pre-construction photograph and video surveys according to Article 3.02.A and 3.02.B of this Specification Section.
 - a. Submit to the ENGINEER for "review-and-acceptance."

1.09 SPECIAL CONDITIONS AND REQUIREMENTS

- A. No person employed by the Contractor and its Subcontractors and its Suppliers shall set up and/or provide living quarters within the Owner's usage and Project Area, without written permission from the Owner via the ENGINEER.
- B. Existing Fences and Gates – All existing fences and gates within the project usage and Project Area shall be repaired and placed back into service in a condition equal to or better than that prior to "Notice-to-Proceed." The Engineer shall determine the extent of repairs. Fences and gates outside the project usage and Project Area damaged by the Contractor and its Subcontractor and its Supplier shall be repaired immediately by the Contractor and its Subcontractor and its Supplier at its expense.

PART 2 - PRODUCTS

2.01 MATERIALS – (NOT USED)

2.02 TEMPORARY OFFICES

- A. The Contractor shall provide temporary offices as described in Contract Specification Section 01500, Temporary Facilities.

PART 3 - EXECUTION

3.01 SITE MOBILIZATION

- A. Provide at least one (1) week notice to the ENGINEER and Owner prior to mobilization. Coordinate mobilization and demobilization activities with the ENGINEER.

3.02 PRE-CONSTRUCTION PHOTOGRAPH AND VIDEO SURVEY

- A. Perform a photograph and video survey of the Project site using electronic equipment of areas that will be occupied by the Contractor, equipment, materials, construction, access and temporary facilities. Before any work is performed on the Project, submit copies of both videos and photographs in electronic format, of the preconstruction/existing conditions for "review-and-acceptance" by the ENGINEER. The photographs shall be in JPG format and the video in AVI or MPG format. Areas to be documented by videos and photographs shall include, but shall not be limited to:

- 1. Existing site and facilities

2. Staging and laydown areas
3. Adjacent roads and facilities
4. Overhead power lines and existing utilities/structures to remain.

3.03 STAGING AND LAYDOWN LAYOUT

- A. Set up Staging and Laydown Area in a neat and orderly manner. Accomplish required work in accordance with applicable portions of the Contract Documents.

3.04 PROTECTION OF FACILITIES

- A. Prevent any damage to existing facilities including but not limited to vandalism or theft. The Owner may deduct from the payments to the Contractor the cost for the repair and/or replacement of any damaged facility.

3.05 DEMOBILIZATION

- A. Remove all temporary facilities, fences, and utilities from the site upon satisfactory completion of the Work. Prior to final acceptance of the Work by both the ENGINEER and the Owner, restore all roads to their original condition, remove all rubbish and construction debris, and leave the entire Project Site in a clean and orderly condition. Access ways to the Project Site shall be restored and cleaned in accordance with state and county requirements.

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD FOR MEASUREMENT

- A. Mobilization shall be measured as a percentage complete and accepted by the ENGINEER.
- B. Demobilization shall be measured as a percentage complete and accepted by the ENGINEER.
- C. The ENGINEER and/or Owner will “review-and-accept” a “Schedule-of-Values” submittal that has a reasonable amount and distribution of activities and monetary values for mobilization.

4.02 BASIS OF PAYMENT

- A. Mobilization and demobilization shall be paid as a percentage complete of the Contract lump sum (LS) price. The mobilization bid amount shall not exceed five

percent (5%) of the total bid amount. The demobilization bid amount shall be equal to or greater than thirty percent (30%) of the mobilization bid amount.

- B. Mobilization shall be paid following the issuance of the “Notice-to-Proceed” from the ENGINEER.
- C. Demobilization shall be paid following final acceptance by the ENGINEER and Owner of items listed in Article 3.05.A. of this Specification Section.

- END OF SECTION 01400 -

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved. Recognition of these temporary facilities and activities is provided only to allow the Contractor to identify necessary additional costs in planning the Work. The following items are of concern to the OWNER and are representative of the temporary facilities, utilities and activities which are solely the Contractor's responsibility.

1.02 TEMPORARY UTILITIES

A. Electrical Service

1. The Contractor is advised there is no active electrical service at the site. Contractor should provide mobile generation units to provide power for heating, lighting, operations of Contractor's plant or equipment and for any other use by Contractor. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. Contractor shall provide, at his own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

B. Water

1. The Contractor shall pay for and shall construct facilities necessary to furnish water for his use during construction.
- a. The Contractor may make arrangements with the OWNER to use non-potable water where appropriate during construction.
2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the state and local authorities for potable water.

C. Temporary Lighting

1. The Contractor shall provide temporary lighting, if needed, in work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by Cal/OSHA standards.

D. Heating and Ventilation

1. The Contractor shall provide means for heating and ventilating work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers.

E. Sanitary Facilities

1. The Contractor shall provide suitable and adequate sanitary conveniences for the use by his staff at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.
2. With respect to sanitation facilities, if the Work is federally funded the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the State. State and County Public Health Service representatives shall have access to the Work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.

1.03 ACCIDENT PREVENTION

- A. Precaution shall be exercised by the Contractor at all times for the protection of persons (including OWNER, Engineer, Consultants and Regulatory Agency employees) and property. The safety provisions of applicable laws, and of building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded or eliminated.
- B. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.
- C. The Contractor shall make all reports as are, or may be, required by an authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract. Before proceeding with any construction work the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

1.04 TEMPORARY CONSTRUCTION FACILITIES

- A. Construction hoists, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.
- C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one (1) hour before sunset each day to one (1) hour after sunrise of the next day until such excavation is entirely refilled, compacted and paved. All excavations shall be barricaded in such a manner as to prevent persons from falling, walking, or otherwise entering any excavation and or part of the Work area.
- D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.
- E. At such time or times any temporary construction facilities and utilities are no longer required for the Work, the Contractor shall notify the ENGINEER of his intent and schedule for removal of the temporary facilities and utilities and obtain the ENGINEER'S approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the ENGINEER, and/or as indicated on the Plans.

1.05 PROTECTION OF EXISTING ITEMS

- A. The Contractor shall protect all existing structures, trees, shrubs, and other items on the Project Site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- B. Contractor will be held responsible for any damage to existing structures, roadways and walkways, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, roadways and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the OWNER.
- C. Contractor shall repair any damage to public facilities and shall be in the same or better condition at Project Completion.

1.06 PROJECT SECURITY

- A. The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
- B. Except as otherwise provided, the Contractor shall enclose the site of the Work with a temporary fencing adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism and public access. The Contractor shall bear the responsibility for protection of plant, facilities, and material on the site of the Work.
- C. Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided in readily accessible locations.

1.07 ACCESS ROADS AND STAGING AREA

- A. The Contractor shall maintain the access roads to and on the Project Site to provide for delivery of material and for access for construction.
- B. Adequately maintained access roads shall be maintained to all storage and Work areas.
- C. The Contractor shall limit the location of his storage of equipment and materials outside of the Project Site. There are designated staging and laydown areas shown on the Drawings.
- D. Storage and protection:
 - 1. Materials and equipment shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible.
 - 2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials and equipment are undamaged and are maintained under required conditions.

1.08 TRAFFIC CONTROL

- A. Vehicle traffic will be present along the adjacent O'Byrnes Ferry Road; pedestrians will also likely be present nearby. There will be limited vehicular traffic in the Work area other than the Contractor's vehicles and equipment beyond the Laydown Area.
- B. To assist in preventing non-construction related traffic away from Project Area, the Contractor will place roadway signage at the entrance of project site.

- C. Contractor to provide a Traffic Control Plan to the ENGINEER prior to project commencement.

1.09 SPECIAL CONTROLS AND PERMITS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of stormwater, or other agencies under his control.

A. Dust Control

- 1. The Contractor shall take whatever steps, procedures, or means as are required to limit dust generated by his operations during performance of the Work. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the ENGINEER. Dust control shall extend to any unpaved road that the Contractor or any of his Subcontractors are using, to excavation or fill areas, to demolition operations, and to other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the ENGINEER.

B. Drainage Control

- 1. Care must be taken to restrict sedimentation from entering the adjacent reservoir. The SWPPP will identify the requirements for the Contractor to follow, as required.

C. Public Recreation Access

- 1. The Contractor shall restrict public access to the site during construction.

D. Air Permits and Emissions

- 1. The Contractor shall be responsible to obtain all air quality and emissions-related permits to perform the Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD FOR MEASUREMENT

- A. No measurement for Temporary Facilities will be made.

4.02 BASIS OF PAYMENT

- A. All work under this Section is incidental and is not subject for payment or is paid for under another specification section.

- END OF SECTION 01500 -

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL

- A. It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use as required by FERC.

1.02 CLEANING

- A. Throughout the period of construction, the Contractor shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of Work, all unused and rejected materials, surplus earth, excess material, and debris, excepting select material that may be required for refilling or grading.

1.03 FINAL SITE CLEAN-UP

- A. Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work, all surplus material, and equipment belonging to him or used under his direction during construction, any and all temporary facilities remaining at the completion of the project.
- B. Contractor will be held responsible for any damage to existing structures, roadways and walkways, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, roadways and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the OWNER.
- C. Contractor shall repair any damage to public facilities and shall be in the same or better condition at Project Completion.

1.04 WASTE DISPOSAL

- A. The Contractor shall dispose of surplus materials, waste products, demolition materials, and debris. The Contractor shall transport and dispose of waste materials in accordance with applicable laws and regulations.

1.05 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain at the site, available to the OWNER and ENGINEER, one (1) copy of the Contract Documents, Project Drawings, Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These Documents shall be delivered to the ENGINEER upon completion of the Work.
- B. Record Documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- C. Store Record Documents separate from documents used for construction.

1.06 TOUCH-UP AND REPAIR

- A. The Contractor shall touch-up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced. Such items shall include, but not be limited to, the following:
 - 1. Staging and laydown areas.
 - 2. Adjacent roads and facilities.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.01 METHOD FOR MEASUREMENT

- A. No measurement for Contract Closeout will be made.

4.02 BASIS OF PAYMENT

- A. All work under this Section is incidental and is not subject for payment or is paid for under another specification section.

- END OF SECTION 01700 -

REDUCED SCALE DRAWINGS