



CAPITAL SOUTHEAST CONNECTOR JPA

BID DOCUMENTS FOR  
STRUCTURE DEMOLITION PROJECT - 9830 GRANT LINE ROAD

**Capital SouthEast Connector JPA**

10640 Mather Boulevard, Suite 120

Mather, CA 95655

(916) 876-9094

[www.ConnectorJPA.net](http://www.ConnectorJPA.net)

**Bidders shall have all requisite permits and licenses to perform activities related to demolition and removal of structures from all applicable State and local governments prior to submitting a bid for this Project.**

**Mandatory Pre-Bid Meeting: 10:00 a.m. on Monday, August 13, 2018**

At 9830 Grant Line Road, Elk Grove, CA 95624

**Bids due: 3:00 p.m. on Friday, August 17, 2018**

At Capital SouthEast Connector JPA offices

10640 Mather Boulevard, Suite 120, Mather, CA 95655

(916) 876-9094

**For information pertaining to the pre-bid meeting, construction plans and specifications, contact:**

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**TABLE OF CONTENTS**

**PART I. BIDDING REQUIREMENTS .....1**

SECTION A. INVITATION TO BID ..... 1

    A-1. Description of Work ..... 1

    A-2. Obtaining Contract Documents..... 1

    A-3. Pre-Bid Meeting..... 2

    A-4. Submission of Proposals ..... 2

    A-5. Bid Security ..... 2

    A-6. Construction License ..... 3

    A-7. Award ..... 3

    A-8. Rejection of Bids..... 3

    A-9. Disqualification of Bidder..... 4

    A-10. Relief of Bidder..... 4

    A-11. Prevailing Wages ..... 4

    A-12. Bonds ..... 4

SECTION B. INSTRUCTION TO BIDDERS..... 6

    B-1. Introduction..... 6

    B-2. Plans and Specifications ..... 6

    B-3. Local Conditions..... 6

    B-4. Form of Bid and Signature..... 7

    B-5. Submission of Bids ..... 8

    B-6. Preparation of Bid..... 8

    B-7. Bid Security ..... 8

    B-8. List of Subcontractors..... 9

    B-9. Interpretation of Contract Documents ..... 9

    B-10. Modification of Bids..... 10

    B-11. Withdrawals of Bids ..... 10

    B-12. Discrepancies ..... 10

    B-13. Servicing and Maintenance..... 10

    B-14. Bid Protest Procedure ..... 10

    B-15. Disqualification of Bidders..... 12

    B-16. Award of Contract..... 12

B-17. Contract Bonds.....	13
B-18. Substitution of Securities for Monies Withheld.....	13
B-19. Execution of Contract .....	13
B-20. Return of Bid Securities.....	14
B-21. Power of Attorney.....	14
B-22. Time of Completion.....	14
B-23. Licensing Requirements for Contractors .....	14
B-24. Prevailing Wages .....	14
B-25. Escrow of Bid Documents .....	15
<b>PART II. BIDDING DOCUMENTS .....</b>	<b>16</b>
SECTION A. BIDDER’S CHECKLIST .....	17
A-1. Bid Schedule and Bid Form.....	17
A-2. Bond Accompanying Bid.....	17
A-3. Noncollusion Declaration .....	17
A-4. Experience/Qualifications.....	17
A-5. Designation of Subcontractors.....	18
A-6. Registration with the Department of Industrial Relations .....	18
A-7. Registration with the California Secretary of State .....	18
A-8. Insurance Requirements.....	18
A-9. Project Inspection.....	19
A-10. Bond Requirements.....	19
A-11. Pre-Qualified Bidder .....	19
A-12. Public Contract Code Section 2203 Certification.....	18
A-13. Completion.....	20
A-14. Addenda .....	20
SECTION B. BID PROPOSAL FORM .....	21
SECTION C. BID SCHEDULE – STRUCTURE DEMOLITON PROJECT – 9830 GRANT LNE ROAD.....	23
SECTION D. BIDDER’S BOND .....	24
SECTION E. NONCOLLUSION DECLARATION TO BE EXECUTED.....	25
SECTION F. EXPERIENCE/QUALIFICATIONS STATEMENT.....	26
SECTION G. DESIGNATION OF SUBCONTRACTORS .....	27

SECTION H. SECTION 2203 CALIFORNIA PUBLIC CONTRACT CODE CERTIFICATION .....	27
<b>PART III. CONTRACT .....</b>	<b>29</b>
<b>CONTRACT .....</b>	30
<b>FAITHFUL PERFORMANCE BOND.....</b>	35
<b>PAYMENT BOND.....</b>	38
<b>CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700,     RELEASE AND INDEMNIFICATION.....</b>	40
<b>PART IV. GENERAL CONDITIONS.....</b>	<b>41</b>
SECTION A. DEFINITIONS AND TERMS.....	42
A-1. General.....	42
A-2. Abbreviations.....	42
A-3. Interpretations and Addenda.....	43
A-4. Definitions.....	44
SECTION B. SCOPE OF WORK .....	49
B-1. Contract Documents.....	49
B-2. Contractor’s Requirements .....	50
B-3. Changes in the Work.....	50
B-4. Procedures and Allowable Costs on Changes and Additions to Work .....	51
B-5. Unilateral Change in or Addition to the Work.....	54
B-6. Changes in Character of Work.....	55
B-7. Differing Site Conditions.....	55
B-8. Claims .....	56
B-9. Civil Action Procedures.....	58
B-10. Disputes.....	59
B-11. Guarantee .....	59
SECTION C. CONTROL OF WORK.....	61
C-1. Authority of Engineer .....	61
C-2. Drawings.....	61
C-3. Construction Staking and Surveys .....	63
C-4. Permits and Regulations .....	63
C-5. Conformity with Contract Documents and Allowable Deviations .....	63

C-6.	Coordination and Interpretation of Contract Documents.....	64
C-7.	Cooperation of Contractors.....	64
C-8.	Subcontractors.....	64
C-9.	Superintendence.....	65
C-10.	Inspection of Work.....	65
C-11.	Tests.....	67
C-12.	Removal of Rejected and Unauthorized Work and Materials.....	67
C-13.	Deductions for Uncorrected Work.....	67
C-14.	Equipment and Plans.....	67
C-15.	Character of Worker.....	68
C-16.	Separate Contracts.....	68
C-17.	Materials.....	68
C-18.	Storage of Materials.....	69
C-19.	Trade Names and Alternatives.....	69
C-20.	Certificates of Compliance.....	71
C-21.	Assignment.....	72
C-22.	Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities.....	72
C-23.	Lands for Work, Right-of-Way Construction Roads.....	72
C-24.	JPA’s Right to Audit and Preservation of Records.....	73
SECTION D. PROGRESS AND COMPLETION OF WORK.....		75
D-1.	Progress Schedule.....	75
D-2.	Commencement and Progress of the Work and Time of Completion.....	75
D-3.	Suspension of Work.....	76
D-4.	Delay in the Work – Timely Extension.....	76
D-5.	Termination Upon Default.....	78
D-6.	Termination for Convenience.....	79
D-7.	Rights of JPA Upon Termination.....	81
D-8.	Failure to Timely Complete the Work – Liquidated Damages.....	82
D-9.	Clean-up.....	82
SECTION E. LEGAL RELATIONS AND RESPONSIBILITY.....		84
E-1.	Compliance with Laws – Permits, Regulations, Taxes.....	84

E-2.	Prevailing Wage.....	85
E-3.	Prevailing Wage Records.....	85
E-4.	Labor Discrimination.....	86
E-5.	Eight-Hour Day Limitation.....	86
E-6.	Compliance with State Requirements for Employment of Apprentices.....	86
E-7.	Underground Utilities.....	87
E-8.	Water Pollution.....	88
E-9.	Payment of Taxes.....	88
E-10.	Permits and Licenses.....	88
E-11.	Patents.....	88
E-12.	Public Convenience.....	88
E-13.	Continuous Operability of Facilities.....	90
E-14.	Safety.....	90
E-15.	Blasting.....	91
E-16.	Intoxicating Liquors and Narcotics.....	92
E-17.	Protection of Persons and Property.....	92
E-18.	Responsibility for Repair of Facilities.....	93
E-19.	JPA’s Repair.....	93
E-20.	Antitrust Claim Assignment.....	93
E-21.	Waiver of Right to Rescind for Material Breach.....	94
E-22.	Contractor’s License Notice.....	94
E-23.	Historical, Scientific and Archeological Discoveries.....	94
SECTION F. INSURANCE AND LIABILITY.....		95
F-1.	Insurance.....	95
F-2.	Indemnity and Litigation Cost.....	99
F-3.	Protection of Work.....	99
F-4.	Accidents.....	101
F-5.	No Personal Liability.....	102
SECTION G. MEASUREMENT AND PAYMENT.....		103
G-1.	Measurement of Quantities.....	103
G-2.	Scope of Payment.....	103
G-3.	Progress Estimate.....	103

G-4. Progress Payments .....	104
G-5. Liens and Stop Notices .....	105
G-6. Final Acceptance and Date of Completion .....	105
G-7. Right to Withhold Payments.....	105
G-8. Final Payment .....	106
G-9. Final Release.....	106
G-10. Waiver of Interest .....	107
<b>PART V. SUPPLEMENTAL CONDITIONS.....</b>	<b>108</b>
SECTION A. DEFINITIONS AND TERMS.....	110
SECTION B. SCOPE OF WORK .....	111
SECTION C. CONTROL OF WORK.....	112
SECTION D. PROGRESS AND COMPLETION OF WORK.....	113
SECTION E. LEGAL RELATIONS AND RESPONSIBILITY .....	114
SECTION F. INSURANCE AND LIABILITY .....	115
SECTION G. MEASUREMENT AND PAYMENT .....	116
<b>PART VI. TECHNICAL SPECIFICATIONS.....</b>	<b>117</b>
1. UNIT PRICE/LUMP SUM PROJECT.....	118
2. ORDER OF WORK.....	118
3. MOBILIZATION .....	119
4. PERMITS AND FEES.....	120
5. PROGRESS SCHEDULE .....	120
6. AREAS FOR CONTRACTORS USE.....	120
7. HOURS OF WORK.....	121
8. WATER USED IN CONSTRUCTION.....	121
9. WATER POLLUTION CONTROL PROGRAM .....	121
10. NOISE CONTROL.....	122
11. EXISTING FACILITIES AND PRESERVATION OF PROPERTY.....	123
12. DUST CONTROL .....	124
13. CLEARING AND GRUBBING.....	125
14. DEMOLITION AND REMOVAL OF STRUCTURES AND APPURTENANT FACILITIES .....	125
15. HAZARDOUS MATERIALS REMOVAL AND DISPOSAL .....	128
16. MATERIAL DISPOSAL.....	131

17. ASTHETIC CLEAN-UP .....	131
<b>APPENDIX.....</b>	<b>132</b>



## PART I. BIDDING REQUIREMENTS

## SECTION A.

### INVITATION TO BID

**NOTICE IS HEREBY GIVEN** that sealed bids will be received at the Capital SouthEast Connector JPA office, located at 10640 Mather Boulevard, Suite 120, Mather, California 95655, until **3:00 p.m.** local time on **Friday, August 17, 2018**, for furnishing all labor, material, tax, transportation, equipment, permits, and services necessary for the:

#### **Structure Demolition Project – 9830 Grant Line Road**

Bids will be opened and tabulated at the Capital SouthEast Connector JPA's designated office after **3:00 p.m.** local time on **Friday, August 17, 2018**. Any bids received after the time specified shall be returned unopened.

#### **A-1. Description of Work**

The proposed Work shall be performed in accordance with the plans, specifications and other Contract Documents and shall include but not be limited to the following:

Demolition and Removal of all structures and associated systems, equipment, furnishings, appurtenances and utility lines on the following property:

#### **9830 Grant Line Road, Elk Grove, California 95624, Parcel No. 134-0110-069**

Contractor shall demolish and remove all structures on the Property in their entirety to grade level. Removal of the structures includes removal of interior and exterior systems, equipment, furnishings, appurtenances and utility lines within the building footprint. The existing structures being demolished include a single story residence, detached garage, horse barn, shed, and domestic water well. Other services include abandonment of a sewer septic tank system.

The Opinion of Probable Cost for the proposed work is \$98,500. All work shall be completed within 40 working days from the date designated on a Notice to Proceed.

#### **A-2. Obtaining Contract Documents**

Plans, specifications and other Contract Documents may be examined and/or obtained at the office of the Capital SouthEast Connector JPA (the "JPA"), located at 10640 Mather Boulevard, Suite 120, Mather, California 95655. A copy of bid documents may be obtained at the office upon request and payment of \$25 or may be mailed upon request and payment of \$35. The amount of the payment is non-refundable. You may also view and download the plans, specifications, and other bid documents at our website at the following link:

<https://www.connectorjpa.net>

Requests for clarification regarding plans, specifications, and other contract documents must be submitted in writing to:

Attn. Matt Lampa  
Capital SouthEast Connector JPA  
10640 Mather Boulevard, Suite 120  
Mather, CA 95655  
Email: LampaM@saccounty.net

and received no later than **Tuesday, August 14, 2017, by 3:00 p.m.**

Any Addendum shall be issued electronically through the same website listed above, unless the potential bidder comes to the JPA to request a physical copy or provides their email address and request all addendums be emailed to them.

### **A-3. Pre-Bid Meeting**

A mandatory pre-bid meeting will be held at the site on **Monday, August 13, 2018 at 10:00 a.m.** at 9830 Grant Line Road, Elk Grove, California 95624. Perspective bidders must sign and complete the **Demolition Site Access Form and Release and Waiver of Liability** (Appendix B) and submit to the form to the JPA representative on site prior to touring the site.

### **A-4. Submission of Proposals**

All proposals must be submitted no later than the time prescribed above. The Bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening of the bids.

Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the Contract Documents.

Hand delivered bids on the day of the bid submission deadline date shall be made to the JPA at the address set forth above. Mailed bids must be received by the JPA prior to the hour and date of the deadline for bid submission and shall be addressed to the JPA at the address set forth above.

Attention is directed to the provisions of California Business and Professions Code section 7028.15, which makes it a misdemeanor for any person without a valid contractor's license (with specific exceptions) to submit a bid to act as a Contractor to a public agency.

### **A-5. Bid Security**

Each bid must be sealed and accompanied by cash, a cashier's check, certified check or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the Capital SouthEast Connector JPA.

The cash, cashier's check, certified check or bid bond shall be given as a guarantee that the successful Bidder shall enter into a written contract within ten (10) days after being requested to do so and shall be considered as the stipulated amount of damages in the event the Bidder is unable to or refuses to execute a Contract for the Work. Upon an award to the successful Bidder, the security of unsuccessful Bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies, which the JPA may withhold pursuant to the terms of this Contract to ensure performance.

If the Bidder elects to provide a bid bond, the bond shall be furnished by a company that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer in the state of California."

#### **A-6. Construction License**

The successful Bidder must possess a current valid Class A General Engineering Contractor's License issued by the State of California. Contactor and/or listed subcontractor shall possess current valid Class C-21 Building Moving and Demolition Contractor's License issued by the State of California and/ or listed subcontractor shall possess current valid Class C-57 Well Drilling, ASB Asbestos Certification, and HAZ Hazardous Substance Removal Certification Contractor's Licenses issued by the State of California.

#### **A-7. Award**

The award shall be made to the lowest responsible Bidder submitting the lowest responsive bid. The award of the Contract shall be made by the Capital SouthEast Connector JPA Board, in instances that meet the criteria, authorized by Municipal Code Chapter 3.50 "Public Works Projects (Uniform Public Construction Cost Accounting Act)". The Contractor shall execute the Contract within ten (10) days after he or she has received the Contract from the JPA.

The JPA reserves the right to waive any irregularity in the proposals and the right to reject any or all bids, to waive any informality in the Invitation for Bid ("IFB") process, or to terminate the IFB process at any time, in its sole and absolute discretion, if deemed by the JPA to be in its best interests. No bid may be withdrawn for a period of sixty (60) Calendar Days after the opening of bids.

#### **A-8. Rejection of Bids**

The JPA reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected at the discretion of the JPA. The JPA reserves the right to make all awards in the best interest of the JPA.

### **A-9. Disqualification of Bidder**

If there is a reason to believe that collusion exists among any Bidders, none of the bids of the participants in such collusion shall be considered and the JPA may likewise elect to reject all bids received.

### **A-10. Relief of Bidder**

Attention is directed to the provisions of Public Contract Code section 5101 and following, concerning relief of Bidders and in particular to the requirements therein that if the Bidder claims a mistake was made in his bid, the Bidder shall give the JPA written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

### **A-11. Prevailing Wages**

Bidders are hereby notified that the California Director of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful Bidder. The requirement to pay these wage rates and rates not so specified, is further detailed in Section E-3 of General Conditions. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by Section 7029.1 of the Business and Professions Code or by either Section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and pay the required penalty registration fees.

### **A-12. Bonds**

The successful Bidder shall be required to furnish, prior to the performance of any work hereunder, a payment bond in an amount equal to one hundred percent (100.0%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100.0%) of the Contract price. The bonds must be approved by the JPA. Each bond must be furnished by a company, acceptable to the JPA, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and which maintains at least one officer in California for conducting business. Prior to such approval, the Surety shall provide the JPA with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a



## **SECTION B.**

### **INSTRUCTION TO BIDDERS**

#### **B-1. Introduction**

Each bid shall be in accordance with the Contract Documents, as that term is defined in Part IV, Section A-4 of the General Conditions. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund shall be made.

#### **B-2. Plans and Specifications**

Additional copies of full-scale plans and specifications may be obtained at the JPA Office, located at 10640 Mather Boulevard, Suite 120, Mather, California for the cost of reproduction (see A-2 Obtaining Contract Documents for cost).

#### **B-3. Local Conditions**

The quantities of Work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of Bids, and the JPA does not represent or warrant that the actual amount of Work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the Work as may be deemed necessary or expedient by the Engineer, as that term is defined in Section A-4 of the General Conditions.

The Bidder shall examine carefully the site of the Work contemplated and the Contract Documents. The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of Work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.

Where the Engineer has made investigations of surface and subsurface conditions in areas where Work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Engineer.

The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed by Bidder or Contractor that neither the JPA nor the JPA Engineer (“Engineer”) assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that

unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by Bidder that the log of test borings does not constitute a part of the Contract, represents only the opinion of the Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of Bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The availability or use of information described in this Section or the special conditions is not to be construed in any way as a waiver of the provisions of this Section and a Bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

No information derived from such inspection of plans, records of investigations or compilations thereof made by the Engineer or its assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures shall not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, Federal, State and Local laws, relative to the execution of the work. This requirement includes, but is not limited to, applicable laws and regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

#### **B-4. Form of Bid and Signature**

Bids shall be submitted only on the forms attached hereto and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. If the Bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its



duly authorized officer or officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractor's License Law (California Business and Professions Code section 7000, et seq.) and regulations adopted pursuant thereto; and each Bidder shall insert his type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or telegraphic Bid or modification of a Bid will be considered.

#### **B-5. Submission of Bids**

All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of all the items listed in the "Bidder's Checklist" found in "Part II. Bidding Documents" and any other applicable documents as indicated in these Project specifications. Each Bid must be submitted in a sealed envelope addressed to the JPA and designated as a Bid bearing the name of the Bidder and name of the project. The Bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of Bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the Bidder's signature thereon. Failure to include or acknowledge an addendum or clarification shall result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place specified in the Invitation to Bid, unless changed by addendum.

#### **B-6. Preparation of Bid**

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid shall render it unresponsive and shall cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid shall be considered. All Bids will be opened and read publicly. Bidders, their representatives and other interested parties are invited to be present at the opening. Where bonds are required, the Bidder shall name in its Bid the surety or sureties who have agreed to furnish the bonds.

#### **B-7. Bid Security**

All Bids shall be accompanied by a Bid Security. Such Bid Security shall include cash, cashier's or certified check made payable to the Capital SouthEast Connector JPA or a Bid Bond executed by an admitted California surety insurer. The Bid Security must be enclosed in the

same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

Bid Bonds must be provided on the Bid Bond form set forth in Part II, Section D, Bidders Bond. The Bid Bond must be furnished by a company, acceptable to the JPA, which is authorized and licensed by the Insurance Commissioner as an “admitted surety insurer” in California.

### **B-8. List of Subcontractors**

(a) Each Bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

(1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the prime Contractor’s total Bid.

(2) The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion of the work as defined in the Bid.

(3) The Bidder is considered the prime contractor and shall perform at least thirty percent (30.0%) of the Work, as determined by a percentage of the value of the Work using Section C Bid Schedule and Section G Designation of Subcontractors.

(b) If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract pursuant to Section B-8(a) above, the Bidder agrees to perform that portion of the work itself.

### **B-9. Interpretation of Contract Documents**

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished electronically at the following link: <https://www.connectorjpa.net>. All Bidders must submit all addenda with their Bids. Neither the Engineer nor any representative of the JPA is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that it has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by Bidder, orally direct the Bidder’s

attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

#### **B-10. Modification of Bids**

A Bidder may modify its Bid by written communication provided such communication is received by the JPA prior to the closing time for receipt of Bids. The written communication shall not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms shall not be known by the JPA until the sealed bid is opened. The modification shall be submitted in the same manner as the original bid.

#### **B-11. Withdrawals of Bids**

Bids may be withdrawn without prejudice by formal written letter requests signed and received from Bidder prior to the time for opening of the Bids, and Bids so withdrawn will be returned to Bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as in the Contract Documents herein provided. Negligence on the part of the Bidder in preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. The bonds must be approved by the JPA. Prior to such approval, the Surety shall provide the documentation required by California Code of Civil Procedure section 995.660.

#### **B-12. Discrepancies**

In the case of discrepancy between unit prices and totals, unit prices shall prevail. In case of discrepancy between words and figures, words shall prevail.

#### **B-13. Servicing and Maintenance**

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

#### **B-14. Bid Protest Procedure**

Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the JPA within five (5) Calendar Days from the date of the first "Notice of Intent to Award," is sent. Any person who submits a Bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

- (1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the bidding or Contract Documents that form the basis for the protest.

(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The documents shall be transmitted by email at: LampaM@saccounty.net or hand delivery to the JPA, Attention Matt Lampa, 10640 Mather Boulevard, Suite 120, Mather, California 95655 and to all other parties who have 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.

(5) Bid Protests shall not limit the JPA's ability to reject all Bids.

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

Only a Bidder may submit a protest. Any protest relating to any particular proposal or the award of the contract must be submitted in writing to the JPA. The protest must be submitted in writing to the JPA within five (5) Calendar Days from the date of the first "Notice of Intent to Award," is sent.

(1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the proposal documents that form the basis for the protest.

(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The party filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to the JPA by email at: LampaM@saccounty.net or hand delivery to the 10640 Mather Boulevard, Suite 120, Mather, California 95655 and to all other parties who have 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. The documents shall be transmitted by e-mail and personal delivery to all other parties.

(5) Bid Protests shall not limit the JPA's ability to reject all Bids.

(6) The procedure and time limits set forth in this section are mandatory and are the Bidder's sole and exclusive remedy in the event of protest. Failure to comply with these

procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

#### **B-15. Disqualification of Bidders**

More than one Bid from an individual, firm, partnership or corporation under the same or different names shall not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the Bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

#### **B-16. Award of Contract**

The JPA reserves the right to accept or reject any and all Bids after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn for sixty (60) Calendar Days.

The JPA reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the JPA may, in addition to the Experience/Qualifications Statement form set forth in Part II, Section F, below, require a Bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the JPA may require evidence that the Bidder has performed other work of comparable magnitude and type. The JPA expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, shall be to the responsible Bidder submitting the lowest responsive bid. Within seven (7) days after the date of bid opening, the responsible low responsive Bidder shall deliver to the JPA, in a form acceptable to the JPA, a complete cost breakdown for the project herein bid.

The issuance by the JPA of a notice to the successful Bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract ("Award") once the JPA Board or Executive Director has approved the Award, pursuant to each of their respective authority, and all necessary documents have been provided by the Contractor.

## **B-17. Contract Bonds**

The successful Bidder shall furnish both a Performance Bond and a Payment Bond in the amounts specified in the forms attached hereto.

These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the JPA and shall be obtained from a responsible corporate surety (or sureties) acceptable to the JPA, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the JPA. The premiums for said Bonds shall be paid by the successful Bidder.

These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an “admitted surety insurer.” The surety shall provide the JPA with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the JPA or fails to furnish reports as to its financial condition as requested by the JPA, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the JPA and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the JPA shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the JPA gives the surety notice of such default at the time or before the exercise of any such right by the JPA, and, regardless of the terms of said Bonds, the exercise of any such right by the JPA shall in no manner affect the liability of the surety under said Bonds.

## **B-18. Substitution of Securities for Monies Withheld**

Bidders are hereby notified that in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the JPA may withhold pursuant to the terms of the Contract to insure performance.

## **B-19. Execution of Contract**

The successful Bidder will be notified in writing by the JPA of the award of the Contract within sixty (60) days after opening of Bids. Accompanying the JPA’s Notice of Award will be the Contract, in duplicate, which the successful Bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers’ compensation certificate (see Section F-1 of the General Conditions), to the JPA within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Security which shall be retained as damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the

JPA will sustain by reason of such failure. The JPA will promptly determine if such Contract, Bonds and insurance are complete and as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the Work to the successful Bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible Bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the JPA may award the Contract to the next lowest responsible Bidder, and, in the event that the next lowest Bidder fails to sign and return the Contract with acceptable Bonds and insurance, the JPA may award the Contract to the then next lowest responsible Bidder.

#### **B-20. Return of Bid Securities**

All Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, other than any Securities which have been forfeited, will be returned to the respective Bidders.

#### **B-21. Power of Attorney**

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

#### **B-22. Time of Completion**

The time of completion of the work to be performed hereunder is of the essence in this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the Work is **forty (40) Working Days** beginning on the date designated in the Notice to Proceed, or when the Contractor starts Work, whichever comes first.

#### **B-23. Licensing Requirements for Contractors**

All Bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

#### **B-24. Prevailing Wages**

Copies of the prevailing rate of per diem wages shall be on file at the office of the City of Elk Grove Clerk, 8401 Laguna Palms Way, First Floor, Elk Grove, California, 95758, as well as the local office of the State Department of Industrial Relations and will be made available to any interested party on request. Copies of the prevailing rate of per diem wages shall also be on file at each job site.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations

and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by Section 7029.1 of the Business and Professions Code or by either Section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and pay the required penalty registration fees.

**B-25. Escrow of Bid Documents**

Upon award of the job to the successful Bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful Bidder in arriving at the bid upon which the Contract was awarded (“Bid Documentation”) to the Engineer’s office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until JPA receives notice that such documentation has been received. This Bid Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, compiled by, or drafted by the successful Bidder or its agents in arriving at its bid for the Project.



PART II. BIDDING DOCUMENTS

Contractor's Name: \_\_\_\_\_

**SECTION A.**

**BIDDER'S CHECKLIST**

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The JPA reserves the right to award a Contract in a manner and on the basis which will best serve the JPA, taking into consideration the information in the statement of Bidder's Experience/Qualifications and past work history with the JPA.

The Bidders' attention is especially called to the following forms which must be executed in full as required.

**A-1. Bid Schedule and Bid Form**

(b) **Bid Proposal Form** To be filled in and signed by the Bidder.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

(a) **Bid Schedule** The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-2. Bidder's Bond**

This bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-3. Noncollusion Declaration**

A Noncollusion Declaration must be filled out, signed, notarized and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-4. Experience/Qualifications**

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

**A-5. Public Contract Code Section 2203 Certification**

The Bidder acknowledges that, if his/her bid is \$1,000,000 or greater, he/she must fill-out, sign and submit the Section 2203 Public Contract Code Certification to the bid proposal for the bid documents to be considered complete. The Section 2203 Public Contract Code Certification form is included in Part II. Bidding Documents, Section H of the Bid Documents.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-6. Designation of Subcontractors**

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-7. Registration with the Department of Industrial Relations**

The Bidder acknowledges that the Bidder and all listed subcontractors are currently registered with the Department of Industrial Relations. If the Bidder is unregistered it shall be registered prior to Contract award. Subcontractors if unregistered may at the latest be registered within 24 hours of bid opening and pay the required penalty registration fees.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-8. Registration with the California Secretary of State**

The Bidder shall furnish with their bid proof of registration with the California Secretary of State for the bid documents to be considered complete. Proof of registration can be obtained from: <https://businesssearch.sos.ca.gov>. This requirement does not apply to Bidders whose Contractor's License displays Sole Proprietorship.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**A-9. Insurance Requirements**

Type	Single Limit/Occurrence	Aggregate	Endorsements***
General Liability	\$2,000,000	\$2,000,000	Additional Insured, Waiver of Subrogation, Primary Non-Contributory
Auto Liability	\$1,000,000 (any auto)		Additional Insured, Waiver of

Contractor's Name: \_\_\_\_\_

			Subrogation
Worker's Comp., Employer Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Contractor's Pollution Legal Liability	\$1,000,000	\$1,000,000	Additional Insured  Waiver of Subrogation  1 year tail

\*\*\*Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

Bidder will comply with all insurance requirements. This is a summary only, please refer to General Conditions, Section F "Insurance and Liability" of these Project specifications.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

#### **A-10. Project Inspection**

The Bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

#### **A-11. Bond Requirements**

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount shall be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount shall also be required.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

#### **A-12. Pre-Qualified Bidder**

The Bidder certifies that he/she has all required licenses and permits necessary to perform the demolition work contemplated by the bid documents. Bidder further understands that Bidders who submit a bid without being pre-qualified prior to submitting a bid shall not be considered and bids shall be returned unopened.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

**A-13. Completion**

The JPA makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Supplemental Conditions.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**A-14. Addenda**

The Bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

## SECTION B.

### BID PROPOSAL FORM

Proposal To: Capital SouthEast Connector JPA Board

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled **Structure Demolition Project – 9830 Grant Line Road** in accordance with the plans, specifications and other Contract Documents, together with all Addenda issued by the JPA prior to the opening of the bid proposals, if any, now on file at the office of the JPA located at 10640 Mather Boulevard, Suite 120, Mather, California, 95655. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete Work, including State of California and local sales or use taxes, license or permit fees, if any.

Bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract Documents, drawings and addenda issued by the JPA, and that it will contract with the JPA to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through H.

If awarded the Contract, the Bidder expressly agrees to begin work not later than the date listed on the Notice to Proceed. The Bidder further agrees to complete all Work required under the Contract within **forty (40) Working Days**, upon the issuance of the Notice to Proceed, or when the Contractor starts Work, whichever comes first, as to accept in full payment the price indicated on the Bid Schedule.

The Bidder acknowledges and understands that a waiting period from the time of bid opening until award may be sixty (60) Calendar Days during which time the bid may not be withdrawn. The Bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the JPA.

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, ( ) surety bid bond ( ) certified check (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is \_\_\_\_\_, and the bid bond provided is in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the JPA.

The undersigned Bidder agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned Bidder further agrees that this amount is the measure of the damages which the JPA will sustain by the default of the undersigned through failure to execute and deliver the above Contract and bonds within ten (10) days of written notice

Contractor's Name: \_\_\_\_\_

of the award of the Contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the JPA in case of such default.

As required by the Public Contract Code Section 4104, the subcontractors listed on the Designation of Subcontractors form shall list each subcontractor's name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications in an amount excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, and the portion of the Work which will be done by each subcontractor, if the Contract for the Work is awarded to the undersigned.

All Bidders shall complete all of the following:

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

Bidders Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's License Classification: \_\_\_\_\_

Contractor's License Exp. Date: \_\_\_\_\_

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Contractor's Name: \_\_\_\_\_

**SECTION C.**

**BID SCHEDULE – STRUCTURE DEMOLITON PROJECT – 9830 GRANT LNE ROAD**

The following quantities are approximate only and are given for the purpose of comparing proposals. The JPA does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary or advisable by the Engineer. Payment shall be based upon the actual quantities installed or constructed, unless otherwise specified.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1.1	Mobilization	1	LS		\$
1.2	Permits and Fees	1	LS	\$ 2,500	\$ 2,500
1.3	Water Pollution Control Program (WPCP)	1	LS		\$
1.4	Clearing and Grubbing	1	LS		\$
1.5	Demolition and Removal of Structures and Appurtenant Facilities	1	LS		\$
1.6	Hazardous Materials Removal and Disposal	1	LS		\$
<b>TOTAL BID PRICE</b>					<b>\$</b>

**Note:** LS=Lump Sum; SF=Square Foot; CY=Cubic Yard; EA=Each; LF=Linear Foot; LB=Pound; TON=Ton;

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_

(Same Signature as on Bid Proposal Form)

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_



Contractor's Name: \_\_\_\_\_

**SECTION D. BIDDER'S BOND**

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the Elk Grove-Rancho Cordova-El Dorado Connector Authority, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitting a bid to the Obligee, for \_\_\_\_\_

\_\_\_\_\_  
*(Copy here the exact description of work, including location, as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_  
*(Insert place where bids will be opened)*  
\_\_\_\_\_ on \_\_\_\_\_

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the Contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_  
Principal

\*By \_\_\_\_\_  
Surety

Business Address \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

City of Elk Grove

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_ before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_

\_\_\_\_\_  
*Attorney-in-Fact*  
known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of \_\_\_\_\_, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**\*Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

Contractor's Name: \_\_\_\_\_

**SECTION E. NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

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

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

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

Contractor's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_  
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): \_\_\_\_\_

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Notary Public

Contractor's Name: \_\_\_\_\_

**SECTION F.**

**EXPERIENCE/QUALIFICATIONS STATEMENT**

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

<b>Year</b>	<b>Type of Work</b>	<b>Contract Amount</b>	<b>Owner/Agency for Whom Work was Performed</b>

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

<b>Quantity</b>	<b>Name, Type and Capacity</b>	<b>Condition</b>	<b>Location</b>

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_  
(Same Signature as on Bid Proposal Form)

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

**SECTION G. SECTION 2203 CALIFORNIA PUBLIC CONTRACT CODE  
CERTIFICATION**

I, \_\_\_\_\_ certify that myself and if applicable the legal entity which I propose to enter into this Contract with the JPA is not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code (CPCC) as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 of the CPPC, or as a person described in subdivision (b) of Section 2202.5 of the CPPC, as applicable.

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_  
(Same Signature as on Bid Proposal Form)

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

**If the Bid is \$1,000,000 or greater, the Bidder must fill-out, sign and submit this Certification with his bid proposal for the bid documents to be considered complete.**

**SECTION H.**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor 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 that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

The failure to list a license number and/or a DIR registration number for those subcontractors listed below shall be grounds to declare the Bidder's Bid non-responsive.

SUBCONTRACTOR (Name & Location)	SUBCONTRACTOR'S LICENSE/DIR NUMBER	PORTION OF WORK	DOLLAR VALUE

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_  
 (Same Signature as on Bid Proposal Form)

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

PART III. CONTRACT

## CONTRACT

THIS AGREEMENT is made and entered into on the date below written, by and between Capital SouthEast Connector Joint Powers Authority<sup>1</sup>, (the “JPA”) and \_\_\_\_\_, hereinafter called the “Contractor”.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in exchange for valuable considerations hereinafter mentioned, the receipt and adequacy of which is hereby acknowledged, the JPA and Contractor agree as follows:

**ARTICLE I. The Work:** The Contractor agrees to furnish all labor, materials, apparatus, facilities, transportation, tools and equipment and to perform all the work required to construct and complete in a good and workmanlike manner and in strict accordance with the Contract Documents, those certain improvements entitled:

Structure Demolition Project – 9830 Grant Line Road

**ARTICLE II. Contract Documents:** The Contract Documents for this Project have been prepared by the JPA’s engineer(“Engineer”). All Contract Documents, and each and every provision thereof, relating to this Contract are hereby made a part of and incorporated by reference into this Contract. The complete Contract consists of the following documents:

- (a) Invitation to Bid.
- (b) Instructions to Bidders.
- (c) Bid Proposal.
- (d) Bid Schedule.
- (e) Bidder’s Checklist.
- (f) Bid Security.
- (g) Contract.
- (h) Faithful Performance Bond.
- (i) Payment Bond.
- (j) Contractor’s Certificate Regarding Workers’ Compensation.
- (k) All required insurance certificates and/or endorsements included herewith (or equivalent).
- (l) Non-Collusion Affidavit.

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<sup>1</sup> The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

- (m) Experience/Qualifications Statement.
- (n) Designation of Subcontractors.
- (o) General Conditions.
- (p) Supplemental Conditions.
- (q) Technical Specifications.
- (r) Appendices.
- (s) Plans applicable to this Work, if any.
- (t) Addenda.
- (u) City of Elk Grove Standard Construction Specifications.
- (v) Outside Agency Standards and Specifications applicable to this Work and referenced herein, if any.
- (w) Federal and State-required provisions, if any.

Any and all obligations of the JPA and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

**ARTICLE III. Contract Price:** The JPA agrees to pay the Contractor, and the Contractor agrees to receive and accept, for the performance of the Contract, subject to additions and deductions provided therein, as full compensation for furnishing all materials, labor, apparatus, facilities, transportation, tools and equipment, and for doing all the Work contemplated and embraced in this Contract, and for all risks of every description connected with the Work and for all expenses incurred by or in consequence of the suspension or discontinuance of the Work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them. The Contractor expressly agrees that the Work contemplated hereby shall be performed in a good and workmanlike manner under the direction of and to the satisfaction of the Engineer as provided in the Contract Documents.

**ARTICLE IV. Payments:** The JPA shall make payments on the account of the Contract as specified in the General Conditions.

**ARTICLE V. Time of Performance:** The Contractor shall diligently prosecute the Work to completion within: forty (40) Working Days, as that term is defined in Section A-4 of the General Conditions, beginning on the date designated in the Notice to Proceed, or when the Contractor starts Work, whichever comes first.



**ARTICLE VI. Prevailing Wages:** The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements.

**ARTICLE VII. Notice:** Any notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner:

(a) Notice to the JPA shall be either by personal delivery to the Engineer, as that term is defined in Section A-4 of the General Conditions, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the JPA, postage prepaid and certified;

(b) Notice to the Contractor shall be either by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid Proposal postage prepaid and certified; or

(c) Notice to the surety, or any other person, shall be by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

**ARTICLE VIII. Liquidated Damages:** This Contract shall be subject to the Liquidated Damages provision set forth in Section D-8 of the General Conditions.

**ARTICLE IX. Apprentices:** Contractor agrees to be bound by and comply with the provisions of Sections 1777.5 et seq. of the Labor Code in respect to apprentices.

**ARTICLE X. Permits; Compliance with Law:** The Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety.

**ARTICLE XI. Inspection by JPA:** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the JPA to all parts of the Work, and to the shops wherein the Work is in preparation. Where the Specifications require Work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the JPA. Should any such work be covered up without such notice, approval, or consent, it must, if required by JPA, be uncovered for examination at the Contractor's expense.

**ARTICLE XII. Accident Prevention:** 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, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the

Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

**ARTICLE XIII. Contractor's Warranty:** The JPA shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

**ARTICLE XIV. Severability:** Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

**ARTICLE XV. Complete Agreement:** This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall not be valid.

**ARTICLE XVI. Interpretation:** The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**ARTICLE XVII. Applicable Law:** The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California. In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

**ARTICLE XVIII. Authority to Execute:** Each signatory to this Contract warrants that he or she is authorized to enter into this Contract on behalf of his or her principal.

**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT:**

Dated: \_\_\_\_\_

**CAPITAL SOUTHEAST CONNECTOR JOINT  
POWERS AUTHORITY**

By: \_\_\_\_\_  
Executive Director

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
SLOAN SAKAI YEUNG & WONG LLP  
Legal Counsel to JPA

**FAITHFUL PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS,** the **Elk Grove-Rancho Cordova-El Dorado Connector Authority**, hereinafter designated as the “Authority”, entered into a Contract dated \_\_\_\_\_, 20\_\_, with \_\_\_\_\_ hereinafter designated as the “Contractor” for the work described as follows:

**Structure Demolition Project – 9830 Grant Line Road**

**WHEREAS,** the Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

**WHEREAS,** the Contract is by reference made a part hereof;

**NOW, THEREFORE,** we, \_\_\_\_\_ the undersigned Contractor, as Principal, and \_\_\_\_\_ (corporate surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Authority in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,** if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations 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 the Authority, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the Authority from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, 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 Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by the Authority and judgment is recovered, the Surety shall pay all costs incurred by the Authority in such suit, including reasonable attorney's fees to be fixed by the Court.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

and

By: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. of Surety

Title: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

**NOTE:** If Contractor is Partnership, all parties must execute Bond.

**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 California.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

**MANDATORY:** The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

**APPROVAL:** Bonds must be approved by the JPA. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the JPA with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety

is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Sacramento County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS,** the **Elk Grove-Rancho Cordova-El Dorado Connector Authority**, hereinafter designated as the “Authority”, has awarded to \_\_\_\_\_, hereinafter designated as the “Contractor” a Contract for the work described as follows:

**Structure Demolition Project – 9830 Grant Line Road**

**WHEREAS,** the Contractor is required by the Contract and by the provisions of Division Fourth, Part 6, Title 3, Chapter 5 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

**NOW, THEREFORE,** we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) said sum being not less than one hundred (100) percent of the total Contract amount payable by the Authority, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,** if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, goods or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Fourth, Part 6, Title 3, Chapter 5 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety shall pay all court costs, expenses and reasonable attorney’s fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed

thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address of Surety

and

By: \_\_\_\_\_

\_\_\_\_\_  
Telephone No. of Surety

Title: \_\_\_\_\_

By: \_\_\_\_\_

Attorney in Fact

**NOTE:** If Contractor is Partnership, all parties must execute Bond.

**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 California.

**NOTICE:** The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

**MANDATORY:** The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

**APPROVAL:** Bonds must be approved by the Authority. In order to verify the status of the Surety as an admitted surety, the Surety shall provide the Authority with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Sacramento County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).



**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700, RELEASE AND INDEMNIFICATION**

The undersigned, on behalf of and as the duly certified representative of Contractor, certifies as follows:

1. Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor has complied or shall comply with such provisions before commencing the performance of the Work of this Contract. (Cal. Labor Code §§1860, 1861.)
  
2. Should Contract fail to secure Workers' Compensation coverage as required by the State of California, Contractor shall release, hold harmless, defend and indemnify the Elk Grove-Rancho Cordova-El Dorado Connector Authority from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Contract's successors, heirs and assigns.

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PART IV. GENERAL CONDITIONS

## SECTION A.

### DEFINITIONS AND TERMS

#### A-1. General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

#### A-2. Abbreviations

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHTO	American Association of State Highway/Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General 64 Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
ETL	Electrical Testing Laboratory
FS	Federal Specification

ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
JICS	Joint Industry Conference Standards
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Building Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

### **A-3. Interpretations and Addenda**

No oral interpretation of the meaning of the drawings, specifications, or other bid documents will be binding on the JPA.

All questions and requests for interpretations must be in writing and shall be addressed to:

Attn. Matt Lampa  
 Capital SouthEast Connector JPA  
 10640 Mather Boulevard, Suite 120  
 Mather, CA 95655  
 Email: LampaM@saccounty.net

Requests for interpretations of bid documents must be received by the JPA no later than **3:00 p.m. on Tuesday, August 14, 2018.**

#### **A-4. Definitions**

The intent and meaning of the following, wherever they appear in the Contract Documents, shall be interpreted as follows:

Acceptance - The formal written acceptance by the JPA of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.

Addenda - Any written change, clarification or supplement to documents issued for bidding, issued by the JPA or its Engineer prior to bid.

As Approved - The words “as approved,” unless otherwise qualified, shall be understood to be followed by the words “by the Engineer.”

As Shown, and As Indicated - The words “as shown” and “as indicated” shall be understood to be followed by the words “on the Plans.”

Award - The decision of the Contracting Officer to accept the proposal of the lowest responsible Bidder for the Work, subject to the execution and approval of a satisfactory contract therefor and bond to secure the performance thereof, and to such other conditions as may be specified or required by law.

Bid - The offer of the Bidder for the Work when made out and submitted on the prescribed bid form, properly signed and guaranteed. A Bid is also known as a Proposal.

Bid Bond - The cash, cashier’s check, certified check, or Bidder’s bond accompanying the bid submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the JPA for the performance of Work herein described.

Bid Security - The cash, cashier’s check, certified check, or Bidder’s bond accompanying the bid submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the JPA for the performance of Work herein described.

Bidder - Any individual, firm, partnership or corporation submitting a bid for the Work contemplated, and acting directly or through a duly authorized representative.

Bureau - United States Bureau of Reclamation.

Calendar Day - Each day shown on the calendar.

Change Order - Written order issued by the Contracting Officer to the Contractor covering changes in the Contract and establishing the bases of compensation and time adjustments for work affected by the changes.

Claim - A separate demand by the contractor, sent by registered mail or certified mail with return receipt requested, for (i) a time extension, (ii) 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 (iii) an amount the payment of which is disputed by the JPA.

Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements.

Contract Documents - The Contract Documents are the collective term for all of the documents listed in Article II of the Contract.

Contracting Officer - The JPA representative authorized to enter into a contract on behalf of the JPA.

Contractor - The person or persons, firm, partnership or corporation or other entity who has entered into the Contract with the JPA to perform the Work.

County - County of Sacramento, California.

Date of Execution of the Contract - The date on which the Contract is signed by the JPA's authorized representative.

Datum - The Figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it, shall mean U.S.G.S. datum, unless otherwise noted.

Elevation - The figures given on the Plans or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the standard datum used by the JPA.

Engineer - The JPA Engineer, or the person designated by the JPA as its engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Extra Work - Work other than that required either expressly or implied by the Contract in its executed form.

Float - The measure of leeway in starting and completing an activity. Float time may be utilized by either JPA or Contractor. It is an expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date. The Contractor shall obtain written approval from the JPA Engineer prior to using Float time.

Free Float - The amount of time an activity can be delayed without adversely affecting the start of the successor activity. The Contractor shall obtain written approval from the JPA Engineer prior to using Free Float time.

His - "His" shall include "her" and "its."

Or Equal - The term “or equal” shall be understood to indicate that the “equal” product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

Plans or Specification Drawings - The term “Plans” or “Specification Drawings” refers to the official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets. Regardless of the method of binding, Plans shall be part of the Contract Documents.

Plant - All physical, resources, facilities, machinery, equipment, staging, tools, work and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.

Project - The entire Work to be completed under the Contract.

Project Manager - The person designated by the JPA as its project management representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Shop Drawings - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings).

Site - The area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated by the Engineer.

Outside Agency Standards and Specifications - Any standards and specifications set by agencies other than the City of Elk Grove, such as “ASTM,” “AASHTO,” “The County,” etc. that are referred to herein, and thereby made a part of these Contract Documents.

Standard Construction Specifications - The most current version of the Standard Construction Specifications issued by the City of Elk Grove, and any amendments made thereto, and as amended in the Supplemental Conditions and or Technical Specifications.

State - State of California.

State Standard Specifications - The 2006 version of the Standard Specifications of the State of California, Department of Transportation, and any amendments made thereto prior to the date of the Invitation to Bidders, and as amended in the Supplemental Conditions and or Technical Specifications.

State Standard Plans - The 2006 version of the Standard Plans of the State of California, Department of Transportation, and any amendments made thereto prior to the date of the Invitation to Bidders, and as amended in the Supplemental Conditions and or Technical Specifications.

Subcontractor - 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 plans or specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

Supplemental Conditions - Additions, revisions, special directions, and requirements peculiar to a project and not otherwise thoroughly set forth in the General Conditions and/or various specifications referred to and included herein.

Time Limits - All time limits stated in the Contract Documents are of the essence of the Contract.

Warranty - The word warranty shall mean that the JPA shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly warrants such lesser quality. Contractor further warrants that the work as performed by Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom. Contractor shall provide manufacturer's written warranty in which manufacturer agrees to repair or replace material that fail in materials or workmanship within specified one-year warranty period. Manufacturer may not disclaim any implied warranty such as merchantability or fitness for a particular purpose. Both the expressed and implied terms of the warranty shall be read together for the benefit of the JPA. Should any Warranty section require additional terms those will be in addition to those listed here all for the benefit of the JPA.

Work - All the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.

Working Days - Any day except: (a) Saturdays, Sundays, and legal holidays; (b) days on which the Contractor is specifically required by the Project Specifications or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom; or (d) as defined in the executed Contract.

Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. mail to the last business address known to him who gives the notice.

Whenever in the Specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like



import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's".

## **SECTION B.**

### **SCOPE OF WORK**

#### **B-1. Contract Documents**

The Contract Documents prescribe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Unless otherwise indicated in the Supplemental Conditions or Plans, these General Specifications shall govern all Work performed under the Contract with the JPA. In any case for which no provisions are provided in these General Specifications, the appropriate provision or provisions of the State Specifications shall apply.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best industry practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner.

The State Standard Specifications refer to the 2006 State of California Department of Transportation Standard Specifications, and as amended in the Supplemental Conditions and or Technical Specifications.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the Contractor shall coordinate the Work and the Drawings.

If any portion of the Contract Documents is in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Change Orders; Addenda; the Technical Specifications; the Plans; the Supplemental Conditions; the General Conditions; any Standard Specifications or Plans. The Technical Specifications take precedence over Standard Specifications and the Plans take precedence over Standard Plans. As between schedules and other information given on Plans, the schedules shall govern. If an item is shown on any Plan and not specifically included in any of the Specifications, the Plan shall govern. Any conflict or inconsistency between or in the Plans and or Specifications shall be submitted to the Engineer for clarification as soon as the Contractor becomes aware of such inconsistency and the Engineer's interpretation shall be final.

## **B-2. Contractor's Requirements**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the JPA, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.

## **B-3. Changes in the Work**

(a) The JPA may, at any time, by written order, make changes in the Work as deemed necessary by the Engineer. Such changes include, but are not limited to, changes:

(1) In the Specifications or Plans;

In the sequence, method or manner of performance of the Work;

In the owner-furnished facilities, equipment, materials, services or site; or

Directing acceleration of the Work.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

(2) Change Orders

A change pursuant to this Section B-3 shall be in the form of a Contract Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the Engineer is an executed Contract Change Order as that term is used throughout this Section.

(3) Change Order Protests

A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order which he has not executed, he shall submit a written protest to the Engineer within fifteen (15) days after the receipt of such Contract Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved. The Engineer shall review all protests and shall provide a written response stating what is disputed or undisputed about the protest. If a written

protest is not submitted, payment will be made as set forth in the Contract Change Order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders shall be considered as executed Contract Change Orders.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined in the same manner as provided in Section B-4. The Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a Contract Change Order relates to the adjustment of time and the completion of the Work, the time to be allowed therefore will be determined as provided in this Section.

The consent of the Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

#### **B-4. Procedures and Allowable Costs on Changes and Additions to Work**

##### **(a) Forms of Payment**

If the change in, or addition to, the Work will result in an increase in the Contract sum, the JPA shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the JPA's sole discretion, be determined in one or more of the following ways:

- (1) By agreed unit prices, if unit prices are required by the JPA's bid form and provided with contractor's bid;
- (2) By proposal and acceptance of an agreed upon lump sum; or
- (3) On a time and materials basis (i.e. Force Account).

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

##### **(b) Lump Sum Payment**

The JPA, in its sole and absolute discretion, may request a lump sum proposal by Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the Contractor within ten (10) days of the JPA's request. Request for a lump sum proposal by JPA shall not be deemed an election by JPA to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

(1) Contents of Lump Sum Proposal

The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total shall be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform the changes or additional work.

(2) Computation of Labor Costs

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include Contractor's overhead and profit which shall be computed by adding to the labor costs either up to fifteen percent (15%) of the projected wages, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The method of computing the overhead and profit shall be solely within the discretion of the JPA.

The labor surcharge, if used, shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above or travel and subsistence payments as provided by Labor Code section 1773.1. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the extra work as authorized. The JPA shall not pay overtime costs without prior approval.

(3) Computation of Equipment and Materials Costs

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use taxes. Up to fifteen percent (15%) of these direct costs may be included as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools).

This portion of the proposal may further include the Contractor's and any of its Subcontractors' reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be those set forth in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost

of \$500.00 or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

(4) Subcontractors

The lump sum proposal may include up to five percent (5%) of the amount which the Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Contractor.

(5) Failure to Submit Lump Sum Proposal

In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the change or addition to the Work and the Contractor shall so proceed. The Engineer shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the Contractor.

(6) Failure to Agree on Lump Sum Amount

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and JPA do not elect to have the change in the Work performed on a time and material basis, the Engineer and JPA shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. In such instances, a Change Order shall be issued for the amount of costs and time determined by the Engineer and the JPA and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the JPA within fifteen (15) days of the issuance of the Change Order. The JPA has the right to direct the Contractor in writing to perform the change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

(c) Payment by Unit Prices

If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract documents, the JPA may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

(d) Payment on a Time and Material Basis

If the JPA elects to have the change or addition to the Work performed on a time and material basis, the Work shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at the actual costs to the entity or entities

performing the change in the Work. Actual costs shall not include any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant.

Contractor may add fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change. This fifteen percent (15%), however, shall not be applied against any payroll costs as defined in Section B-4(b) with respect to lump sum proposals. If the entity or entities actually performing the Work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder.

The Contractor shall submit to the JPA daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the JPA may require. The JPA may require authentication of all time and material tickets and invoices by persons designated by the JPA for such purpose. The failure of the Contractor to secure any required authentication shall, if the JPA elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the JPA shall not constitute an acknowledgment by the JPA that the items thereon were reasonably required for the Change in the Work.

(e) Limitations on Changes

The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this Section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this Section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

It is expressly agreed that the Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted. The JPA reserves the right to contract with any person or firm other than the Contractor for any or all Extra Work.

**B-5. Unilateral Change in or Addition to the Work**

Notwithstanding the above, the JPA, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The

Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section B-4.

#### **B-6. Changes in Character of Work**

If an ordered change in the Plans or Specifications materially changes the character of the Work of a Contract item from that upon which the Contractor based his bid price, and if the change increases or decreases the actual unit costs of such changed item as compared to the actual or estimated unit cost of performing the Work of the item in accordance with the Specifications and Plans originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation shall be made in accordance with the following:

(a) The basis of such adjustment in compensation will be the difference between the Contract unit-price to perform the work of the item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be as agreed upon by the Contractor and the Engineer. If they cannot agree or if there is no unit-price for the subject work, then the costs of the work will be determined by the Engineer in the same manner as if the work were to be paid for on a time and materials basis as provided in Section B-4. Any such adjustment will apply only to the portion of the work of the item actually changed in character.

(b) Failure of the Engineer to recognize the change in character of the Work at the time the Contract Change Order is issued shall in no way be construed as relieving the Contractor of his duties and responsibility of filing a written protest within the fifteen (15) day limit as hereinabove provided.

#### **B-7. Differing Site Conditions**

The Contractor shall promptly, and before the following conditions are disturbed, notify the JPA in writing of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or

Subsurface or latent physical conditions at the Site differing from those indicated in the Contract Documents; or

(b) Unknown conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause any decrease or increase in the Contractor's cost of time of performance, he or she will issue a change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in



the manner provided in Section B-4 for adjustments as to extra and/or additional work and changes. However, neither the JPA nor the Engineer shall be liable or responsible for additional work, costs or changes to the Work due to material difference between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review. In the event that a dispute arises between the JPA 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 by the Contract, but shall proceed with all work to be performed under the Contract, and the procedures applicable to claims for extra costs shall then apply.

## **B-8. Claims**

The submission of a claim in conformance with the claim procedures in the Contract is a condition precedent to any action by the Contractor against the JPA.

### **(a) Notice of Potential Claims**

(1) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor provides the Engineer with written notice of the potential claims as hereinafter specified. Compliance with this section, however, shall not be a prerequisite as to matters within the scope of the protest provisions in Section B-3.

(2) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as required above shall be given to the Engineer prior to the time that the Contractor commences performance of the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

### **(b) Claim Resolution**

(1) The Contractor may submit a claim to the Engineer concerning any matter for which a protest under Section B-3, or a notice of potential claim, is filed. Such claims shall be submitted to the Engineer within sixty (60) days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the Work, it is impracticable to determine the amount or the extent of the claim within such period. In such cases, claims shall be submitted at the earliest practicable time in which such a determination can be made. In any event, all claims shall be filed on or before the date of the final release by the Contractor as provided for in Section G-9.

All claims shall be in writing, sent by registered mail or certified mail with return receipt requested, and shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the

Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, all pertinent factual data and all the documents necessary to substantiate the claim. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required.

(2) The JPA will respond in writing to all claims within 45 days of receipt of the claim. The JPA's response shall identify what portion of the claim is disputed and what portion is undisputed.

Upon receipt of a claim, or if additional information is thereafter required, JPA and Contractor may, by mutual written agreement, extend the time period provided in this subdivision.

If the JPA needs approval from its Board to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the JPA does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the JPA shall have up to three days following the next duly publicly noticed meeting of the JPA after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the JPA issues its written statement. Amounts not paid in a timely manner as required by this Section shall incur interest at 7 percent per annum.

Failure by the JPA to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the JPA's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(3) If the claimant disputes the JPA's written response, or if the JPA fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the JPA shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(4) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the JPA shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the JPA issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the JPA and the claimant sharing the associated costs equally. The JPA and

claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall incur the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(c) Contractor's Duty During Claim Resolution

The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the Engineer during the resolution of any claims disputes.

**B-9. Civil Action Procedures**

The following procedures shall apply to all civil actions filed to resolve claims under this contract.

(a) Non-Binding Mediation

Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding 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 pursuant to Section B-8, 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.

(b) Judicial Arbitration

(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 of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subsection consistent with the rules pertaining to judicial arbitration.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators shall be experienced in construction law. 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.

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 appealing an arbitration award who does not obtain a

more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the appeal.

(c) Intent

(1) It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim, as herein required, was timely filed.

In the event of an emergency endangering life or property, the Contractor shall act as stated in Section F-3 herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due to for emergency work will be as specified in Section B-3 herein.

The JPA shall pay money as to any portion of a claim which is undisputed, except as otherwise provided in the contract.

In any suit filed under this section, the JPA 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.

**B-10. Disputes**

Except as otherwise specifically provided in the Contract Documents or unless governed by Section 9204 of the Public Contract Code, the Engineer will initially decide all disputes of the Contractor arising under and by virtue of the Contract. Such dispute will be processed and decided by the Engineer as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the Engineer's decision, the Contractor may, within 15 days from the date of the Engineer's decision, follow the procedures set forth in Section B-8. If the Contractor fails to follow the procedures set forth in Section B-8 within the period proscribed, then the Engineer's decision shall be final, conclusive and binding on the Contractor.

**B-11. Guarantee**

(a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace the same at its sole cost and expense, and to the satisfaction of the Engineer, any and all materials which may be defective or improperly installed.

The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above stated conditions within a reasonable time, the JPA is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this Section.

(b) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for a period of one (1) year after final acceptance of the Work by the JPA pursuant to Section G-6.

## **SECTION C.**

### **CONTROL OF WORK**

#### **C-1. Authority of Engineer**

The Engineer is the representative of the JPA and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the Work and his decisions on these matters shall be final and conclusive. The Engineer has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer's failure to stop the Work shall not obligate the JPA to accept defective or otherwise unacceptable work or otherwise affect the Engineer's or JPA's authority to reject work for any reason set forth in the Contract Documents.

If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new or additional tools, plant or equipment, as the case may be, and the Contractor shall comply with such order. Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of his obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.

The Engineer shall have the authority to make minor changes in the Work, not involving extra costs, and not inconsistent with the purposes of the Work.

Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.

Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

#### **C-2. Drawings**

(a) Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor, free of charge, copies of full size Drawings which are reasonably necessary for the execution of the Work. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such Drawings, unless the Engineer shall have failed to deliver the same within two weeks after receipt of written demand from the Contractor. The Contractor shall keep one copy of said Drawings, in good order, available to the Engineer and the Engineer's representatives, and convenient to the working site.

If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer in writing, and the Engineer will promptly verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Engineer, on request, at the completion of the Work. All models are the property of the JPA.

The Drawings shall be supplemented by such Shop Drawings prepared by the fabricator and/or supplier and Working Drawings prepared by the Contractor as are necessary to adequately control the Work. No changes shall be made by the Contractor in any Shop or Working Drawings after they have been reviewed by the Engineer, if the Engineer deems that no further submittals are necessary. The Contractor shall not commence the layout, purchase, fabrication, or construction of any work for which Shop or Working Drawings are required until Engineer has reviewed the specifications and drawings and has indicated in writing no further submittals are required for compliance with the Contract Documents.

Shop and Working Drawings for any structure shall include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc., which shall be reviewed and accepted by the Engineer before any such work is performed.

Shop and Working Drawings will be required for cribs, cofferdams, falsework, centering and form work and for other temporary work and methods of construction the Contractor proposes to use. Such Drawings shall be subject to the review and acceptance of the Engineer insofar as the details affect the character of the finished work, but details of design will be left to the Contractor who shall be responsible for the successful construction of the Work.

Contractor agrees that Shop and/or Working Drawings processed by the Engineer are not Contract Change Orders; that the purpose of these Drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that the Contractor demonstrates its understanding by indicating which equipment and material the Contractor intends to furnish and by detailing the fabrication methods it intends to use. It is expressly understood, however, that favorable review of the Contractor's Shop and Working Drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its Drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between Shop and/or Working Drawings and Specifications are discovered either prior to or after the Drawings are processed by the Engineer, the Specifications shall control and shall be followed.

Unless otherwise stated, the Engineer shall have thirty (30) days from the date of receipt of Shop and/or Working Drawings for review.

Full compensation for furnishing all Shop and/or Working Drawings shall be considered as included in the prices paid for the Contract items of work to which such drawings relate and no additional compensation shall be allowed. Any cost related to the Engineer's review of any

particular set of Shop and/or Working Drawings more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the JPA reserves the right to withhold such costs from payments due the Contractor.

All reasonable effort has been made to locate and delineate all known structures and facilities on the plans. Except as otherwise provided herein, the JPA shall assume no responsibility for the completeness or accuracy of its delineation of underground utilities nor the existence of other buried objects which may be encountered, or which are not shown on the plans.

The Contractor shall keep and maintain a clean set of plans for the project and shall record in red ink all changes, revisions, etc. made during the course of construction. These plans shall include all changes, revisions, etc. from the original plan complete with the exact sizes, locations, dimensions, elevations, etc. These plans shall be kept and maintained in a neat, clean and legible condition and shall be available for inspection at all times by the Engineer. The Contractor shall deliver these completed plans to the Engineer and the Engineer shall approve these plans prior to final acceptance of the project by the JPA.

### **C-3. Construction Staking and Surveys**

The Contractor shall be responsible for establishing lines and grades for all construction. Payment for surveying and layout shall be considered as included in other items of work and therefore no additional payment shall be made.

### **C-4. Permits and Regulations**

Permits and licenses, of a temporary nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the JPA unless otherwise specified.

The Contractor shall give all notices and comply with all laws, codes, rules and regulations bearing on the conduct of the Work as shown on the plans and described in the Specifications. Contractor shall promptly notify the Engineer in writing of any specification at variance therewith. In such instances, any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, codes, rules, and regulations and without such notice to the Engineer, Contractor shall bear all costs arising therefrom.

### **C-5. Conformity with Contract Documents and Allowable Deviations**

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. The Engineer's decision as to any allowable deviations therefrom shall be final and conclusive and provided for in writing.



## **C-6. Coordination and Interpretation of Contract Documents**

(a) Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Engineer, whose decision thereon shall be final and conclusive.

(b) Any reference made in the Specifications and Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date that the Work is advertised for Bids.

## **C-7. Cooperation of Contractors**

(a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

(b) When two or more contractors are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion.

## **C-8. Subcontractors**

(a) The attention of the Contractor is directed to the provisions of California Public Contract Code sections 4100-4113 regarding subcontracting and these provisions are incorporated herein by this reference and made a part hereof.

Each subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. The Contractor shall be fully responsible to the JPA for the acts or omissions of his Subcontractors and of the persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the JPA. If a legal action, including arbitration and litigation, against the JPA is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the JPA for the amount of legal, engineering and all other expenses incurred by the JPA in defending itself in the action.

(b) The JPA and the Engineer reserve the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the

contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable. Contractor shall not, without the written consent of the JPA, subcontract the whole of the Work.

### **C-9. Superintendence**

(a) The Contractor shall designate in writing, before starting work, an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the Site of the Work at all times while work is actually in progress on the Contract. When the Work is not in progress and during periods when the Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

(b) The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.

(c) Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders may be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

(d) Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

### **C-10. Inspection of Work**

(a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Engineer shall not be required to make comprehensive or continuous inspections to check the quality of the Work. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and observations made by the Engineer shall not relieve the Contractor of Contractor's obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

(b) Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Engineer and other agents of the JPA, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

(c) One or more inspectors may be assigned by the Engineer to observe the Work and to act in matters of construction under this Contract. It is understood that inspectors shall have the

power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of the Contractor's obligation to conduct comprehensive inspections of the Work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

(d) The Engineer and the Engineer's representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the JPA, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.

(e) Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of JPA furnished materials used in the Work shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered; the Work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the JPA will pay the cost of re-examination and replacement. If such Work is found to not be in accordance with the Contract Documents, the Contractor shall pay such cost.

(f) The inspection of the Work shall not relieve the Contractor of the Contractor's obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, the Contractor shall, within ten (10) Calendar Days, make good such defect in a manner satisfactory to the Engineer. If the Contractor fails to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) Calendar Days after written direction by the Engineer, the JPA may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.

(g) The Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(h) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, rules, or regulations. If advance

notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

(i) The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or the Engineer's authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The JPA assumes no obligation to inspect materials at the source of supply.

#### **C-11. Tests**

The Contractor shall perform, at the Contractor's own expense, all tests specified or required by the Specifications. The Engineer may perform such tests as the Engineer deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the Work. The Contractor shall not be required to reimburse the JPA for tests performed by the JPA or Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

#### **C-12. Removal of Rejected and Unauthorized Work and Materials**

(a) All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation shall be allowed by the Contractor for such removal, replacement, or remedial work.

(b) Any work done beyond the lines and grades shown on the plans or established by the Engineer or any Extra Work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

(c) Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the JPA may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs from any monies due or to become due to the Contractor.

#### **C-13. Deductions for Uncorrected Work**

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made, and such sum may be withheld by the JPA from Contractor's payment.

#### **C-14. Equipment and Plans**

(a) Only equipment and plans suitable to produce the quality of work and materials required shall be permitted to operate on the Project.

(b) Plans shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.

(c) The Contractor shall provide adequate and suitable equipment and plans to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants.

(d) In the case of termination of this Contract before its completion for any cause whatsoever, the Contractor, if notified to do so by the JPA, shall promptly remove any part or all of his equipment and supplies from the property of the JPA. If the Contractor fails to do so, the JPA shall have the right to remove such equipment and supplies at the expense of the Contractor.

### **C-15. Character of Worker**

If any Subcontractor, or person employed by the Contractor or any Subcontractor fails or refuses to carry out the directions of the Engineer or appears to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be removed from the Project immediately on the requisition of the Engineer. That person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against the JPA, or any of its officers or agents.

### **C-16. Separate Contracts**

(a) The JPA reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with the other contractor's work.

(b) If any part of the Contractor's work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his Work.

(c) To insure the proper execution of his subsequent Work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

### **C-17. Materials**

(a) Unless otherwise specifically stated in the Specifications, the Contractor shall furnish all materials necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the Work in accordance with the Contract

Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.

(b) Where materials are to be furnished by the JPA, the type, size, quantity and location at which they are available will be stated in the Contract Documents.

(c) Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract.

### **C-18. Storage of Materials**

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

### **C-19. Trade Names and Alternatives**

Whenever a material, article, system or sub-system is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required. It shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.

The JPA reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in the JPA's best interest.

Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review. Such requests shall not be accepted from anyone other than the Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.

(a) Contractor's Risk. If the Contractor includes in its bid or later proposes any material, product or equipment that the Contractor considers equivalent to that specified, the Contractor assumes all risk of any sort associated with acceptance or rejection of proposed equivalent items. The Contractor shall have no right to make a claim based upon his bid that includes a proposed equivalent item(s) of work which resulted in a lower bid amount for said item(s) or lower total bid.

(b) Submission Requirements. Each submission for equivalency review shall include:

(1) Justification for use of the proposed equivalent item(s), including evidence, as applicable, that Contract specified material, product or equipment is unobtainable or unobtainable within an acceptable time for contract completion;

(2) A description of the difference between specified item(s) and proposed equivalent item(s) and the comparative advantages and disadvantages of each;

(3) All relevant data addressing each specified parameter to show equivalency;  
and

(4) A prediction of any effects the proposed change will have on operation and maintenance costs where applicable.

(c) Equivalency. An item will be considered equivalent to the item specified if it is equal to or better in:

(1) Design and strength in all sub-parts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and

(2) Specified parameters in performance in all respects for the specific function(s) indicated in the contract.

(d) Supplemental Requirements. Any tests required by the JPA to establish quality and performance standards shall be promptly conducted by or through the Contractor at no additional cost to the JPA. In addition, the Contractor shall:

(1) Submit any additional data requested by the Engineer for the equivalency review; and

(2) Satisfactorily accomplish all changes, including any Engineering associated with use of equivalent items, at no additional cost to the JPA.

(e) Equivalency Determinations. The Engineer shall be the sole judge as to equivalency determinations. The Engineer's decision shall be final. The Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

(f.) Procedure.

(1) Data substantiating a request for a substitution of "an equal" item shall be submitted prior to the Award of the Contract pursuant to Section 3400 of the latest edition of the Public Contract Code.

(2) After the bid opening, the apparent three low Bidders shall have seven (7) Calendar Days to provide complete substantiating data for all product, material or system substitution requests. After this seven (7) day period, the JPA may award the Contract to the apparent low Bidder. In no event shall product, material or system substitution requests submitted after the Award of the Contract be considered. Failure to submit such substantiating data will result in the automatic rejection of the proposed substitution request. The JPA shall have thirty (30) Calendar Days to review the first ten (10) proposed substitution requests. For each additional five (5) product, material or system substitution requests over and above the initial ten (10), the JPA will have ten (10) additional Calendar Days to review the proposed substitution requests.

(3) Each substitution request may include one alternate substitution. All alternate substitutions shall be submitted concurrently with substitution requests. Upon review by the

JPA, proposed substitutions shall be returned to the Bidder marked either “accepted” or “rejected.” The JPA shall only review alternative substitution requests if the primary substitution request is rejected. If a substitution request, and its alternative, is returned “rejected,” no further substitution requests for that product, material or system will be allowed and the Bidder will provide the specified product, material or system.

If, after all substitution requests have been processed, substitution requests by the apparent low Bidder are rejected by the JPA, the apparent low Bidder may elect not to execute the Contract. Under no circumstances, shall Bidders be allowed to alter their Bid Price as originally submitted. This election shall be made in writing no later than five (5) Calendar Days following the receipt of the reviewed substitution requests. An election by the Bidder not to execute the Contract will result in the forfeiture of the Bidder’s bid bond. Subsequent Bidders shall have five (5) Calendar Days following the receipt of the reviewed substitution requests and the Notice of Award in which to make their election. This process shall continue until one Bidder decides to continue with the Award of the Contract process.

(4) The JPA may award the Contract at any time after the time for submitting substitution requests expires pursuant to Section C-19(f)(2), above. In the event the Contract is awarded prior to acceptance/rejection of substitution requests, all outstanding substitution requests shall be reviewed by the JPA as provided in Sections C-19(f)(2) and C-19(f)(3), above. If the apparent low Bidder elects not to execute the Contract, the Award of Contract to the apparent low Bidder shall be rescinded and the Contract awarded to the next apparent low Bidder. All Bidders electing not to execute the Contract expressly agree that the JPA shall incur no liability for such rescissions. As provided herein, “apparent low Bidder” means the lowest responsive and responsible Bidder.

## **C-20. Certificates of Compliance**

(a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

(b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

(c) The JPA reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.



(d) The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

### **C-21. Assignment**

The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the JPA, nor shall the Contractor assign any monies due, or to become due to the Contractor hereafter without the prior written consent of the JPA.

### **C-22. Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities**

(a) The JPA may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by JPA labor or other contracts, and for other purpose in connection with the installation of facilities. In doing so, the JPA shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the JPA.

(b) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor is found, the JPA shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the JPA.

### **C-23. Lands for Work, Right-of-Way Construction Roads**

(a) The JPA will provide the lands, easements, right-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the Work. Other permits and licenses are addressed by sections E-1 and E-10. Should the Contractor find it advantageous to use any additional land for any purpose whatsoever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the JPA. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be the basis of any claim for delay or damage.

(b) Lands, easements or rights-of-way to be furnished by the JPA for construction operations will be specifically shown on the Plans.

(c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

#### **C-24. JPA's Right to Audit and Preservation of Records**

(a) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The JPA and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

(1) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;

(2) In the event of a disagreement between the Contractor and the JPA over the amount due the Contractor under the terms of the Contract;

(3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract;

(4) If it becomes necessary to determine the JPA's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the JPA;

(5) To determine any difference in cost occasioned by a permissible substitution;  
and/or

(6) For any other reason in the JPA's sole judgment.

(b) Contractor shall provide the JPA (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records. The JPA's audit rights shall be liberally construed in the JPA's favor.

(c) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the JPA for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the JPA), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.

(d) The JPA will make all undisputed payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the JPA's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the JPA and are part of the JPA's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the JPA that it accepts as correct the billings, invoices or other charges on which the payments are based. If the JPA's audit produces

a claim against the Contractor, the JPA may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.

(e) If any audit by the JPA or its representative discloses an underpayment by the JPA pursuant to the terms of the Contract Documents, the JPA shall determine if it has a legal duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the JPA for the amount of the overpayment. The JPA's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the JPA's audit or upon the termination of audit rights under subparagraph C-24(f), below, whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

(f) The JPA's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the JPA's rights hereunder, Contractor shall be liable to the JPA for all costs, expenses and attorney's fees which the JPA may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the JPA from said persons under this clause. Such audit may be conducted by the JPA or its authorized representative.

## SECTION D.

### PROGRESS AND COMPLETION OF WORK

#### D-1. Progress Schedule

The Contractor shall submit within ten (10) Calendar Days after execution of the Contract a detailed work schedule(s) which shall detail the actions of the Contractor and Subcontractors working at the Site. This schedule(s) shall show both the dates at which the Contractor shall start and complete and conform to the completion time specified in the Contract.

The Contractor shall review and, if necessary, revise the progress schedule at least once a month. In any event, Contractor shall submit, at any time during the contract period, a current schedule to the Engineer at the Engineer's request.

No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the Contractor if the project falls ten (10) Working Days behind schedule.

If the Work falls behind the accepted schedule, the Contractor shall promptly take whatever actions are necessary to put the project back on schedule. For delays or portions of delays for which the Contractor is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the project on schedule.

#### D-2. Commencement and Progress of the Work and Time of Completion

##### (a) Commencement

The Contractor shall begin the Work after receiving a Notice to Proceed within the period of time set forth in the Supplemental Conditions. Thereafter, Contractor shall diligently prosecute the Work to completion as specified in the Contract Documents. The Engineer shall have the right to specify the locations where Contractor shall start and proceed with the Work.

A preconstruction conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any Work, the Contractor shall provide the Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.

Notwithstanding any other provisions of the Contract, the JPA shall not be obligated to accept or pay for any Work furnished by the Contractor prior to the issuance of the Notice to Proceed whether or not the JPA has knowledge of the furnishing of such work. The Contractor shall not commence with Work on this project until his Contract bonds and evidence of insurance comply with all Contract requirements and a Notice to Proceed has been issued.

The Contractor shall notify the Engineer in writing two (2) Working Days (48 hours) prior to commencement of work on the Project or scheduling work for a Saturday, Sunday, or a Holiday. Failure to provide said notification will void the JPA's obligation to provide inspection. Any work done in the absence of the JPA Inspector shall be subject to rejection.

(b) Completion

All work under this Contract shall be completed within the period of time set forth in Section D-2 of the Supplemental Conditions. The Contract shall be deemed completed when the Engineer has certified the completion of the Project as provided in Section G-6, of these General Conditions.

**D-3. Suspension of Work**

(a) The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, his Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.

The JPA may at any time suspend any part or all of the Work upon ten (10) Calendar Days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Engineer. Work shall be resumed by the Contractor after such suspension on written notice from the JPA.

(b) In the event of any suspension of the Work in whole or in part under this Section D-3, the Contractor shall be entitled to an extension of time wherein to complete the Work to the extent of the delay caused the JPA thereby, unless such suspension is a result of Contractor's improper execution of the Work, failure to conform to the Contract provisions, or negligence.

(c) In the event the entire Work shall be suspended by order of the JPA, as herein above provided, and shall remain so suspended for a period of sixty (60) consecutive Calendar Days, through no fault of the Contractor, and notice to resume the Work shall not have been served on the Contractor as herein above provided, Contractor may, at his option, by written notice to the JPA, terminate the Contract in the same manner as if the termination had been initiated by the JPA, and the JPA shall have no claim for damages because of such termination of the Contract.

**D-4. Delay in the Work – Timely Extension**

The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work or thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as shall ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the JPA may exercise the termination provisions set forth in Section D-5, below.

(a) Excusable Delays. Excusable delays shall be delays in the Contractor's Work due to strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions which could not have been reasonably anticipated, or any other act(s) of God beyond the Contractor's control, or by delay authorized by the JPA, or by any cause which the JPA shall decide to justify the delay. Except as provided in Section D-4(f), below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as the JPA may decide. The Contractor's right to an extension of time for an excusable delay is expressly subject to Contractor's giving written notice pursuant to Section B-8. Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time shall be the Contractor's sole and exclusive remedy for excusable delays.

(b) Compensable Delays. Compensable delays shall be delays in the Contractor's work due to acts or negligence of the JPA, its employees or those under it by contract or otherwise, or by changes ordered in the work. In the event of a compensable delay, the time of completion shall be extended for such reasonable time as the JPA may decide. In addition, the Contractor may recover its direct costs as provided in Section B-4. The Contractor's remedies for compensable delays are expressly subject to Contractor's giving notice pursuant to Section B-8. It is understood and agreed that the Contractor's sole and exclusive remedies for compensable delays shall be an extension of the time and recovery of its direct costs as compensable hereunder, but only in accordance with the provisions of the Contract Documents.

(c) Contractor and JPA understand and agree that the Contract time for the completion of this project is a very important part of the contract. Extensions of time will only be granted as provided above when events actually cause the Contractor to be delayed in the performance of the progress of the work. When acts or omissions occur which could cause delay, Contractor shall take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause delay, Contractor shall take all measures reasonably necessary to permit work to continue as quickly as possible. Reasonable measures include, but are not limited to, placing rock or other suitable material to create work platforms and or access roads prior to forecasted rain events, immediately removing standing water, scarifying saturated soils to allow drying. Full compensation for such reasonable measures shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and no additional compensation shall be made.

(d) If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by date substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Adverse weather conditions shall be considered only as those conditions that exceed the average annual number of rain days and rain quantities as established by the Annual Local Climatological Summary and NOAA National Technical Memorandum NWS WR-65 (Revised) as published by the United States Government, National Weather Service, National Climate Center, Asheville, North Carolina.

(e) The Engineer shall be responsible for determining when adverse weather conditions result in non-workable days. It shall be the Contractor's duty to stay informed of such determinations by the Engineer. The Contractor may object to such adverse weather determinations by filing with the Engineer a written notice of objection. The notice of objection shall state the basis of the objection and provide supporting documentation which substantiates that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. All such notices of objection shall be filed within three (3) Working Days of the day in dispute. It is hereby agreed that the Contractor's failure to submit a written notice of objection within three (3) Working Days of the Engineer's adverse weather determination shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(f) The Engineer will, within ten (10) Calendar Days, issue a ruling on the Contractor's notice of objection. All such rulings by the Engineer shall be final, unless the Contractor files a written protest or claim pursuant to Section B-8. It is hereby agreed that the Contractor's failure to file a protest within fifteen (15) Calendar Days of the Engineer's ruling shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

(g) Unexcused delays shall be delays in the Contractor's work due to acts or negligence of the Contractor, its employees, subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the Contractor expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

(h) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the JPA for additional compensation or damages unless caused by the JPA or another contractor employed by the JPA.

#### **D-5. Termination Upon Default**

(a) In the event of any default by the Contractor as described below, the JPA may, after giving ten (10) Calendar Days written notice to the Contractor, terminate the Contractor's right to proceed with the Work or any part of the Work in the JPA's sole discretion. Events of default include:

(1) Failure or refusal to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or failure to complete said work within such time.

(2) Filing of bankruptcy by the Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Contractor's insolvency without discharge of the receiver within ten (10) Calendar Days after its appointment.

(3) Failure to make prompt payments to Subcontractors or suppliers.

(4) Persistent disregard of laws, or the instructions of the Engineer, or other substantial violation of any provision of the Contract.

(b) The rights and remedies of the JPA provided in this Section are in addition to any of the rights and remedies provided by law or under this Contract.

#### **D-6. Termination for Convenience**

If at any time before completion of the Work, the JPA determines that it is either impossible or against the interests of the JPA to complete the Work, or if the Work is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the JPA may, upon ten (10) Calendar Days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as described below. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other actually performed up to the time of discontinuance, including any Extra Work ordered by the Engineer to be done, nor for any claim for liquidated damages.

Termination of the Contract for convenience and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice signed by the Engineer, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

(1) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(2) Perform Work the Engineer deems necessary to secure the project for termination.

(3) Remove equipment from the site of the Work.

(4) Take such action as is necessary to protect materials from damage.

(5) Notify all Subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.

(6) Provide the Engineer with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.

(7) Dispose of material not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the JPA with good title to all materials purchased by the JPA hereunder, including material for which partial payment has been made and with bills of sale or other documents of title for such materials.



(8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the JPA all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(10) Take such other actions as the Engineer may direct.

(b) Termination of the Contract shall not relieve the Contractor of responsibility for damage to materials except as follows:

(1) The Contractor's responsibility for damage to materials for which partial payment has been made and for materials furnished by the JPA for use in the Work and unused shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.

(2) The Contractor's responsibility for damage to materials purchased by the JPA subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the JPA.

(3) When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Engineer formally accept the Contract, and immediately upon and after such Acceptance by the Engineer, the Contractor will not be required to perform any further Work thereon.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

(1) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven (7%) percent of Direct Costs of such Work.

(2) A reasonable allowance for profit on the cost of the Work performed as determined under Section D-6(a), above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he or she would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed four (4%) percent of said cost.

(3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the JPA or otherwise disposed of as directed by the Engineer.

(4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the JPA at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Termination of the Work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

(d) The provisions of this Section shall be included in all subcontracts.

#### **D-7. Rights of JPA Upon Termination**

(a) In the event the right of the Contractor to proceed with the Work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) Calendar Days' notice to cure such fault and has not done so, the JPA may take over the Work and prosecute the same to completion by contract or any other method the JPA deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefore. In such event, the Contractor and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, and liquidated damages sustained or incurred by the JPA in enforcing the provisions of Section D-5 and in completing or causing to complete the Contract work.

(b) Upon termination, the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the JPA, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the JPA on account of termination of the Contract and subsequent completion of the Work by the JPA by whatever method the JPA may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and his sureties shall be liable to the JPA for the full amount of such excess expense.

(c) The rights and remedies of the JPA provided in this Section are in addition to any of the rights and remedies provided by the law or under this Contract.

## **D-8. Failure to Timely Complete the Work – Liquidated Damages**

### **(a) Liquidated Damages**

(1) It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and/or Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the JPA; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the JPA as damages the amount set forth in Section D-8 of the Supplemental Conditions for each and every day's delay in finishing the Work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The JPA shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

(2) In addition, the JPA shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the JPA of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

### **(b) Exclusions**

Notwithstanding the provisions of subsection (a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the JPA or the owner of the utility under Government Code section 4215.

## **D-9. Clean-up**

During the progress of the Work, the Contractor shall maintain the Site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at his own expense unless designated otherwise on the plans. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to this Contract shall become the Contractor's property.

Upon completion of the Work and before the final estimate is submitted, the Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the Contractor or used under the Contractor's direction during the construction, and in the event of the Contractor's failure to do so, the same may be removed by the JPA after ten (10) Calendar Days' notice to the Contractor. Such removal shall be at the expense of the Contractor.

The Contractor shall use care in the removal of materials and equipment so as not to cause damage to existing facilities and structures. Contractor shall assume liability for all such damage. Where the construction has crossed yards or driveways, restoration shall be by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

The Contractor shall make its own arrangements for the disposal of waste materials. If the Contractor elects to dispose of such materials on private property, Contractor shall obtain written permission from all property owners involved.

## SECTION E.

### LEGAL RELATIONS AND RESPONSIBILITY

#### **E-1. Compliance with Laws – Permits, Regulations, Taxes**

The Contractor is an independent Contractor and shall, at the Contractor's sole cost and expense, comply with all laws, rules, and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses thereof, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. The Contractor shall also pay all property tax assessments on materials or equipment used until accepted by the JPA. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, regulation, order or decree, the Contractor shall immediately report the same to the Engineer in writing. Contractor shall also protect, defend and indemnify the JPA, the Engineer, and all of the JPA's officers, agents, and servants against any claim or liability arising from this Contract including but not limited to the violations of any such law, rule, Code, regulation, order or decree or any claim for damages received by the JPA from a third party, whether such act or omission was done by the Contractor himself, his employees or his subcontractors. Particular attention is called to the following:

(a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

(b) The Contractor, upon request shall furnish evidence satisfactory to the JPA and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the JPA that he is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that he has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable him to perform this Contract.

Contractor is required to insure that material safety data sheets (MSDS's) for any material requiring a material safety data sheet pursuant to any federal or state law are available in a readily accessible place on the Project premises. Contractor is also required to insure (i) the proper labeling of any substance brought onto the Project premises by Contractor or any subcontractors, and (ii) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

## **E-2. Prevailing Wage**

(a) The Contractor shall forfeit as penalty to the JPA the amount specified by law for each Calendar Day or portion thereof for each worker (whether employed by the Contractor or Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

(b) The JPA shall not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his proposal, and shall not under any circumstances be considered as the basis of a claim against the JPA or the Engineer.

## **E-3. Prevailing Wage Records**

(a) The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor/subcontractor in connection with the Work.

(b) These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by JPA representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

(c) The JPA shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors.

(d) In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by Section 7029.1 of the Business and Professions Code or by either Section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and pay the required penalty registration fees.

(e) The Project shall not be accepted as complete by the JPA nor shall final payment be made until all items of non-compliance are corrected or until appropriate provision is made by

depository agreement to assure the ultimate resolution and payment of any back wages that may be found due.

#### **E-4. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

#### **E-5. Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one Calendar Day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Work. This record shall be open at all reasonable hours to the inspection of the JPA, State and Federal officers and agents. It is hereby further agreed that, except as provided in (a.) above, the Contractor shall forfeit as a penalty to the JPA the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Contract by the Contractor or by any of its Subcontractors for each Calendar Day during which such worker is required or permitted to labor more than eight (8) hours in and one Calendar Day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

#### **E-6. Compliance with State Requirements for Employment of Apprentices**

The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of this Section pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of the Work shall take such actions as necessary to comply with the provisions of Section 1777.5.

## **E-7. Underground Utilities**

(a) In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities which are not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities. Contractor shall not be assessed liquidated damages for delays in completing the Work when such delays are due to the failure of either the JPA or the owner of the utility to provide for removal or relocation of such utility facilities.

(b) The Contractor shall take all precautions necessary to protect the existing utilities within the project area. Any utilities damaged due to the Contractor's negligence shall be repaired or restored to their original condition at the Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the Engineer.

(c) The Contractor shall provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.

(d) The Contractor shall notify the Engineer and appropriate Regional Notification Center for operators of subsurface installations at least two (2) Working Days, but not more than fourteen (14) Calendar Days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire and other structures. The Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Northern California (USA) at 1-800-642-2444.

(e) The Contractor is advised that CalTrans does not participate in USA. The Contractor is required to notify CalTrans Permits Branch (530) 741-4204 for the location of State facilities.

(f) The Contractor shall not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.

(g) The local water utility will make repairs to their water service laterals and water mains damaged by the Contractor during the course of construction unless directed otherwise by the Engineer. Except as otherwise provided in this Section, the Contractor shall be required to pay all labor, material and equipment costs incurred by the local water utility for the repairs made to damaged water service laterals and water mains. The JPA will bill the Contractor for the repairs and the bills will be paid by the Contractor prior to either the next monthly progress payment or prior to the final payment, whichever comes first. The Contractor shall provide to the Engineer proof of payment of the repair bills prior to the issuance of either the monthly progress payment or final payment. The JPA shall have the right to deduct the total amount of any unpaid repair bill from the money due or to become due the Contractor.



## **E-8. Water Pollution**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Wildlife Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

## **E-9. Payment of Taxes**

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

## **E-10. Permits and Licenses**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall, at a minimum, possess and maintain the licenses and permits set forth in the Supplemental Conditions.

## **E-11. Patents**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the Work, and agrees to indemnify, defend and save harmless the JPA, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

## **E-12. Public Convenience**

This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

(a) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights of the public.

(b) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. In order to expedite the passage of public traffic through or around the work, the Contractor shall install as appropriate signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of

public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.

(c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

(d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

(e) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

(f) Water shall be supplied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents.

(g) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at his expense.

(h) All traffic control shall be in accordance with State of California Standard Specifications, July 2006, Section 7-1.08 (Public Convenience) and Section 7-1.09 (Public Safety), California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's MUTCD Current Edition as amended for use in California).

#### (1) Traffic Control Plans

Traffic Control Plans (hereinafter "TCP") shall be developed, if required by the Engineer, for the project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, and workers during construction. The TCP shall include, but not be limited to, signing, pavement markings, construction scheduling, permanent barricades, methods and devices for delineation and channelization, placement and maintenance of devices, roadway lighting, traffic regulations, surveillance and inspection. The TCP shall be approved by the Engineer a minimum of two (2) Working Days prior to start of any work. Non-compliance with any stipulation of this Section will be justification for the JPA to stop work.

#### (2) Traffic Control Devices and Procedures

Traffic control devices and procedures shall conform to the California Manual on Uniform Traffic Control Devices for Streets Highways (FHWA's MUTCD Current Edition as amended for use in California), Current edition. Non-compliance with any stipulation of this Section will be justification for the JPA to stop work.

(3) Elimination of On-Street Parking

The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of Work. The notification shall include the Contractor's phone number, the JPA's phone number, and the phrase "VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22651 (L)." This notice shall be affixed to a Type II barricade that is placed in the lane of the road (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer. Non-compliance with any stipulation of this section will be justification for the JPA to stop work.

(4) Lane Closures

All lane closures shall be included in the TCP, and shall both conform to Section E-12(h)(2) above, and be approved by the Engineer. Total road closures shall not be allowed for the Project.

(5) Measurement and Payment

Unless specifically shown as an item of work on the proposal form, all traffic control shall be considered included in other items of work and no additional compensation will be made for labor, materials or equipment needed.

**E-13. Continuous Operability of Facilities**

Absent written permission by the Engineer, the continuous operation of all existing facilities is required and shall in no way be affected by the Work.

**E-14. Safety**

(a) General

(1) The Contractor shall be solely and completely responsible for the conditions of the job Site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

(2) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the JPA responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

(3) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.

(4) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

(5) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

(6) The Contractor shall submit a safety plan and/or narrative description to the Engineer prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at the Project Site.

(b) Shoring and Trench Safety Plan

(1) Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

(2) In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the JPA specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer working drawings of his trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by him or his Subcontractors.

**E-15. Blasting**

Except for exceptional circumstances, blasting shall be prohibited. Accordingly, Bids should be prepared on the basis that no blasting shall be permitted. Should blasting be required and expressly approved by the JPA, the JPA will issue a Change Order for blasting work.

## **E-16. Intoxicating Liquors and Narcotics**

The Contractor shall not sell, permit or suffer the introduction or use of intoxicating liquors or narcotics upon or about the Site.

## **E-17. Protection of Persons and Property**

(a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the JPA's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

(b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury any pipes, conduits or other structures crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by his operations and, under all circumstances, he must comply with the laws and regulations of the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

(c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition at least equal to what existed prior to his entry onto the job.

(d) Type and time of construction required at any road subject to interference by the Work shall be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the JPA at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed.

(e) The Contractor shall examine all bridges, culverts, and other structures over which he will move his materials and equipment, and before using them, he shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

#### **E-18. Responsibility for Repair of Facilities**

All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the Work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

Where survey monuments to remain are damaged or disturbed by the Contractor, the Contractor shall replace damaged survey monuments, at the Contractor's own expense, in accordance with the provisions of State Building and Professions Code Section 8771, State Standard Specifications Section 81, and the City of Elk Grove's Standard Construction Specifications Section 46, "Survey Monuments". The services of a State of California Licensed Surveyor or Civil Engineer shall be retained by the Contractor as needed to meet these requirements.

#### **E-19. JPA's Repair**

In the event the Contractor refuses or neglects to make good any loss or damage for which he is responsible under this Contract, the JPA may itself or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the JPA from claims for payment made by the Contractor for work completed or remaining to be completed.

#### **E-20. Antitrust Claim Assignment**

In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and all subcontractors shall offer and agree to assign to the JPA 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 shall be made and become effective at the time the JPA tenders final payment to the Contractor, without further acknowledgement by the parties.

### **E-21. Waiver of Right to Rescind for Material Breach**

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the JPA and hereby agrees that no default, act, or omission of the JPA or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the JPA shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

### **E-22. Contractor's License Notice**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

### **E-23. Historical, Scientific and Archeological Discoveries**

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of Work, shall become JPA property. Such findings shall be reported immediately to the Engineer who will determine the method of removal, where necessary, and the final disposition thereof.

## SECTION F.

### INSURANCE AND LIABILITY

#### F-1. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the JPA as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the JPA. An exception will be made where the State Compensation Insurance Fund is used to satisfy the Workers' Compensation insurance requirement.

(b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.

(c) Prior to execution of the Contract and prior to any commencement of Work, the Contractor shall furnish the JPA with certified copies or original endorsements effecting coverage for all policies required by the Contract. The form of endorsements included herewith, or equivalents thereto, as approved by the JPA, shall be used. The Contractor shall not permit any Subcontractor identified in the Designation of Subcontractors form to commence work on this project until such Subcontractor has furnished the JPA with certified copies or original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the JPA. The JPA may require the Contractor or any subcontractor to furnish complete certified copies of all insurance policies effecting the coverage required by the Contract. No work shall be commenced prior to receipt and approval of all insurance requirements by the JPA.

(d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the JPA at least thirty (30) Calendar Days prior to termination, cancellation, or reduction of coverage in the policy. All notices hereunder shall be sent by certified or registered mail, return receipt requested.

(e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the JPA and the Engineer.

(f) The requirements as to the types, limits, and the JPA's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.



(g) In addition to any other remedy the JPA may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this Section, the JPA may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the JPA may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

(h) All subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than:

- (1) \$1,000,000 of General Liability insurance
- (2) \$1,000,000 of Auto Liability Insurance
- (3) Statutory Workers' Compensation insurance if required by California law, \$1,000,000 of Employer's Liability insurance if required to carry Workers' Compensation insurance by California law
- (4) \$1,000,000 Professional Liability insurance if performing professional services typically covered by such coverage.

General and Auto Liability coverages shall name the JPA, the Engineer and its consultants, and each of their officials, officers, employees, volunteers, and agents as additional insured. The General Liability and Workers' Compensation policies shall waive all rights of subrogation against the JPA, the Engineer and its consultants, and each of their officials, officers, employees, volunteers, and agents.

All coverage shall be maintained with insurers and under forms of policy satisfactory to the JPA. The maintenance by all subcontractors of the preceding coverage and limits of insurance is a material element of this Contract. The failure of any subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the JPA as a material breach of this contract.

(i) The Contractor shall, at its expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the JPA. The maintenance by the Contractor of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor to maintain or renew coverage or to provide evidence of renewal may be treated by the JPA as a material breach of this contract.

(1) Workers' Compensation and Employer's Liability Insurance

a) Workers' Compensation

The Contractor and all Subcontractors shall maintain insurance to protect the Contractor or subcontractor from all claims under Workers' Compensation and any form of Employer's Liability Acts, including, where applicable, Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a

certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against the JPA, its officers, employees, volunteers, and agents for losses arising from work falling within the terms of this Agreement.

(2) Commercial General Liability Insurance

a) The Contractor shall maintain in effect at all times during the performance of the work hereunder not less than the following coverages and limits of Commercial General Liability insurance: Form and Amount

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$2,000,000.00 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles greater than \$5,000.00 must be declared to and approved by the JPA. At the option of the JPA, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

b) Additional Requirements

The commercial general liability insurance coverage shall also include the following:

i) Provision or endorsement naming the JPA, the Engineer and its consultants, and each of their officers, employees, volunteers, and agents, each as additional insureds with respect to any potential liability **arising out of the performance of any work under the Contract**. The recommended form for the Additional Insured endorsement is Insurance Services Office form CG 20 10 11 85 or form CG 20 10 10 01 coupled with form CG 20 37 10 01 or equivalent.

ii) Provision or endorsement that such insurance is primary insurance as respects the interest of the JPA and Engineer, and its consultants, and each of their officers, employees, volunteers, and agents that any other insurance, risk pool membership, or other liability protection maintained by the JPA or maintained by the Engineer is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid.

iii) Broad Form Property Damage, Personal Injury, Contractual Liability, and Completed Operations coverages, and, if applicable, elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings

or structures or damage to property underground, commonly referred to by insurers as the “XCU” hazards.

iv) If applicable, provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the JPA, its officers, officials, employees, volunteers, or agents.

v) Provision or endorsement waiving all rights of subrogation against the JPA, its officers, employees, volunteers, and agents.

vi) “Cross Liability” or “Severability of Interest” clause(s) providing that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

c) Provision of prescribed insurance, Insurance Services Offices Commercial General Liability Coverage CG001, or its equivalent, shall not be construed as either a limitation on or satisfaction of the hold harmless or indemnity agreement contained in the contract’s F-2 Indemnity and Litigation Cost set forth herein below.

(3) Commercial Automobile Liability Insurance.

The Contractors shall maintain during the term of this Agreement automobile liability insurance providing protection against claims of bodily injury and property damage arising out of the ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). Use of any symbols other than symbol 1 for Commercial Automobile Liability Insurance shall not be permitted without written permission of the JPA. The limits shall not be less than:

Combined Single Limit	Two Million Dollars (\$2,000,000)
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Or, If Split Limits

Bodily Injury Liability	One Million Dollars (\$1,000,000) Per Person Two Million Dollars (\$2,000,000) Per Accident
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Property Damage Liability	Five Hundred Thousand (\$500,000) Per Accident
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(4) Builder’s Risk or Installation Floater “Special Form” Insurance

Unless expressly waived by the JPA’s Risk Manager, before commencement of the Work, the Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "Special Form" Completed Value Insurance and/or Inland Marine “Special Form” Installation Floater Insurance, as may be applicable, upon the

entire project which is the subject of this Contract, including completed work and work in progress. The policy or policies of insurance shall name the Contractor, JPA, and Engineer as insureds as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the JPA.

## **F-2. Indemnity and Litigation Cost**

(a) Promptly upon execution of the Contract, the Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the JPA, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's, or his subcontractors' or suppliers', performance of work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the JPA, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the JPA, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination, expiration, or suspension of Contract.

(b) In any and all claims against the JPA, the Engineer and each of their consultants, officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

(c) This indemnity shall not apply to fees and costs incurred by the JPA in prosecuting or defending against the Contractor in any proceeding under Sections B-8 and B-9 of these General Conditions.

## **F-3. Protection of Work**

(a) The Contractor shall be responsible for the care of all the Work until its completion and final acceptance. The Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the JPA and the Contractor and his sureties shall therefore be liable. The Contractor shall make

its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall not be responsible for the cost, in excess of 5% of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the plans and specifications of the JPA.

The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, the Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

(b) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Engineer.

(c) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or his employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.

(d) The Contractor shall see that the Site is kept drained and free of all ground water and any other water which may impede the progress or execution of the Work.

(e) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

(f) In an emergency affecting the safety of life, the Work, or adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and the Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section B-3. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section B-3.

(g) Except as provided by Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the JPA, the JPA will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of Sections B-3 and B-4, if so directed by the Engineer. In such situations the Contractor shall not be responsible for delay in completion of the project caused by the failure of the JPA or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the JPA in the Contract Documents, the Contractor shall immediately notify the Engineer in writing.

(h) Subject to the provisions of this Section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

#### **F-4. Accidents**

(a) The Contractor shall provide and maintain, in accordance with Labor Code section 6708 and OSHA requirements, adequate emergency first-aid treatment for its his employees and anyone else who may be injured in connection with the Work.

(b) The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the JPA and the Engineer.

(c) If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

**F-5. No Personal Liability**

Neither the JPA, the Engineer, nor any of their other officers, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

## **SECTION G.**

### **MEASUREMENT AND PAYMENT**

#### **G-1. Measurement of Quantities**

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity shall be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed shall be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and conclusive.

All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights.

Methods of measurement are specified herein and in the Technical Specifications.

Mobilization shall be measured and payment issued according to Section 11 of the State Standard Specifications.

#### **G-2. Scope of Payment**

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the JPA and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation shall be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

The Work includes the preparatory work and operations needed for mobilization and demobilization of the Project. The Work, however, does not include establishing the Engineer's field facility(s) of utility work and connections needed for these facilities.

#### **G-3. Progress Estimate**

For each calendar month of Contract work, the Contractor will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the Engineer will prepare in writing an estimate which in the Engineer's opinion is a fair approximation of the value of all work done under the Contract, including any amounts due the Contractor for Extra Work and Change Orders. In arriving at the value of the Work done, the Engineer will give consideration to the value of labor and materials



which have been incorporated into the permanent work by the Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand.

In order to assist the Engineer, the Contractor shall furnish the Engineer with copies of invoices for all such items delivered to the job site.

#### **G-4. Progress Payments**

(a) The JPA will pay the Contractor ninety-five (95%) percent of the amount of each progress estimate within thirty (30) days after receipt of an undisputed and properly submitted progress estimate from the Contractor. Any retention held by the Contractor from any subcontractor shall not exceed five (5%) percent pursuant to Section 7201 of the Public Contract Code.

(b) Upon receipt of a payment request, the JPA shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the JPA as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(c) The Contractor may, in accordance with the provisions of Public Contracts Code section 22300, substitute securities for any monies which the JPA may withhold to insure performance under the Contract.

(d) When, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total amount of the Work done since the last estimate amounts to less than one thousand (\$1,000) dollars, no pay estimate will be prepared and no progress payment will be made.

(e) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment furnished will be confirmed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

(f) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall construed to be an acceptance of any defective or incomplete work or improper materials.

(e) Upon receipt of any progress payments the Contractor shall pay subcontractors within seven (7) days unless there is a dispute. Such dispute shall be resolved in accordance with California Business and Professions Code Section 7108.5, and any other applicable laws.

#### **G-5. Liens and Stop Notices**

The Contractor agrees to keep the Work, the site of the Work and all monies held by the JPA free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the JPA may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the JPA to pay all obligations and expenses necessary to satisfy such lien or stop notice, beginning with Section 9350 of the Civil Code. The JPA may withhold such payment unless or until the Contractor, within ten days after demand therefor by the JPA, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefor, the JPA may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by the JPA from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

#### **G-6. Final Acceptance and Date of Completion**

Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, he shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with, to the satisfaction of the Engineer, the Engineer shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the JPA and the Contractor. The date of completion shall be the date upon which the JPA makes its formal written acceptance of the Work.

#### **G-7. Right to Withhold Payments**

(a) In addition to all other rights and remedies of the JPA hereunder and by virtue of the law, the JPA may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the JPA from loss on account of:

(1) Defective work not remedied, irrespective of when any such work be found to be defective;

(2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;

(3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

(4) A reasonable doubt that the Work can be completed for the balance then unearned;

(5) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;

(6) Costs to the JPA resulting from failure of the Contractor to complete the Work within the proper time; or

(7) Damage to Work or property.

(b) Whenever the JPA shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons for withholding will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the JPA will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the JPA against claims or liens of mechanics, materialmen, Subcontractors, etc., the JPA may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the JPA, indemnifying the JPA against any loss or expense, and upon acceptance thereof by the JPA, the JPA shall release to the Contractor monies so withheld.

#### **G-8. Final Payment**

Within ten (10) Calendar Days after the date of completion, the JPA will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. On the expiration of thirty-five (35) Calendar Days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

#### **G-9. Final Release**

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the JPA with a signed written release of all claims against the JPA arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically

excluded by the Contractor from the operation of the release. The release shall be in substantially the following form:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the JPA for all labor, services, equipment and material furnished to the JPA on the \_\_\_\_\_ (Structure Demolition Project – 9830 Grant Line Road) located at 9830 Grant Line Road, Elk Grove, CA 95624 and does hereby waive and release the JPA, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for such loss or damage which was caused by the active negligence, the sole negligence, or willful misconduct of the JPA or for the disputed contract claims specified below:

Notice of Disputed Claim Amount of Claim

\$

Dated:

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_  
(Title)

**G-10. Waiver of Interest**

The JPA shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies which the JPA is required to withhold by reason of judgment, order, statute or judicial process.

PART V. SUPPLEMENTAL CONDITIONS

## **INTRODUCTION**

Except as modified by these Supplemental Conditions, the work shall be performed in accordance with the General Conditions. The numbering of these Supplemental Conditions conforms to the numbering in the General Conditions. The existence of a section in these Supplemental Conditions means that a corresponding section in the General Conditions is modified in some respect.

## **SECTION A.**

### **DEFINITIONS AND TERMS**

#### **A-4. Definitions**

Section A-4 of the General Conditions is amended to include the following:

Standard Construction Specifications – the directions, provisions, requirements and procedures contained in the City of Elk Grove, October 2007, Construction Specifications and Standard Drawings, together with any amendments or revisions thereto which are published as of the date listed on the Invitation to Bid (when the term “Standard Specifications” is used, it means the “Standard Construction Specifications”).

**SECTION B.**

**SCOPE OF WORK**

There are no amendments to this Section of the General Conditions.



**SECTION C.**

**CONTROL OF WORK**

There are no amendments to this Section of the General Conditions.

## SECTION D.

### PROGRESS AND COMPLETION OF WORK

#### D-2 Commencement and Progress of the Work and Time of Completion

Section D-2 of the General Conditions is amended to include the following:

(a) Commencement: Section D-2(a) of the General Conditions is amended to include the following:

The Contractor shall begin the Work by the date indicated in the Notice to Proceed from the Engineer. The counting of Working Days shall begin within ten (10) Working Days from the date indicated in the Notice to Proceed or when the Contractor starts Work, whichever comes first.

(b) Time of Completion: Section D-2(b) of the General Conditions is amended to include the following:

The Contractor shall diligently execute the Work to completion within forty (40) Working Days, beginning on the date designated in the Notice to Proceed, or when the Contractor starts Work, whichever comes first.

#### D-8 Failure to Timely Complete the Work – Liquidated Damages

(a) Liquidated Damages: Section D-8(a) of the General Conditions is amended to include the following:

Contractor shall pay to the JPA as liquidated damages the amount of \$1,900 per day for each and every day's delay in finishing the work in excess of the number of days specified. The parties expressly agree that determining the exact amount of actual daily damage would be difficult to fix in advance and that after reasonable negotiation, this amount is reasonable under the circumstances existing at the time the Contract is made.

## **SECTION E.**

### **LEGAL RELATIONS AND RESPONSIBILITY**

#### **E-10 Permits and Licenses**

Section E-10 of the General Conditions is amended to include the following:

Contractor shall, at a minimum, possess a current valid Class A General Engineering Contractor's License issued by the State of California. Contractor and/ or listed subcontractor shall possess current valid Class C-21 Building Moving and Demolition Contractor's License issued by the State of California and/ or listed subcontractor shall possess current valid Class C-57 Well Drilling, ASB Asbestos Certification, and HAZ Hazardous Substance Removal Certification Contractor's Licenses issued by the State of California. Contractor shall also furnish with their bid proof of registration with the California Secretary of State, and the Engineer a copy of a valid, current City of Elk Grove Business License prior to the commencement of the Work.

**SECTION F.**

**INSURANCE AND LIABILITY**

There are no amendments to this Section of the General Conditions.

**SECTION G.**

**MEASUREMENT AND PAYMENT**


There are no amendments to this Section of the General Conditions.

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## PART VI. TECHNICAL SPECIFICATIONS

All Work shall be performed in accordance with these Technical Specifications. Components of the Work not addressed by these Technical Specifications shall be performed in accordance with the City of Elk Grove Standard Construction Specifications, or with the State Standard Specifications for components of Work not addressed in the City of Elk Grove Standard Construction Specifications.

*The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person(s):*

  
\_\_\_\_\_  
Greg Gross, PE - #C70950  
Project Manager

8/1/18  
\_\_\_\_\_  
Date



## 1. UNIT PRICE/LUMP SUM PROJECT

The last sentence in Section 9-8.02, "Unit Prices" of the Standard Construction Specifications and Section 4-1.03B, "Increased or Decreased Quantities" of the State Standard Specifications shall not apply to any bid item.

Payment for all Work bid at a price per unit shall be based on the actual percentage of Work completed. The JPA reserves the right to increase or decrease the Contract and related compensation by change order for Work that is additional or is deleted to or from the Work identified for each Lump Sum unit as may be deemed necessary or advisable in the sole discretion of the JPA. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profits, damages, or any extra payment due to any difference between the Lump Sum amounts and actual Work completed, or materials or equipment finished.

## 2. ORDER OF WORK

Order of Work shall conform to the provisions in Section 5-1.05, "Order of Work," of the State Standard Specifications and these specifications.

The Contractor's attention is directed to "Water Pollution Control Program" found elsewhere in these Technical Specifications.

The Contractor's attention is directed to "Progress Schedule" found elsewhere in these Technical Specifications regarding the submittal and acceptance of the Schedule prior to mobilization.

The Contractor shall prepare a written schedule denoting locations and times of planned activities, and other impacts. The schedule for planned activities shall be submitted to the Engineer before or at the time of the pre-construction meeting. Work shall not start unless a schedule has been submitted and accepted by the Engineer.

**The Contractor must field verify (USA) all existing utilities, wells, and septic tanks, and shall submit the report to the Engineer prior to beginning any Work at the site.**

The Contractor's attention is directed to the Exhibits attached in the Appendix for the specific requirements and conditions.

The Contractor shall comply with all noticing requirements specified in the Standard Construction Specifications and these Technical Specifications.

**The first item of work performed by the Contractor shall be the destruction of the well.**

The Contractor shall follow an approved sequence of Work activities that includes but not limited to the following:

### Activities and Hazardous Material, Well and Septic Tank Destruction:

- a) Contractor shall coordinate with all Utility providers for disconnection, capping, and removal of all utilities

- b) Contractor shall acquire all permits for demolition including notices and clearances for removal of asbestos and lead containing hazardous materials and destruction of well and septic system
- c) Contractor shall identify and protect all trees identified on the Demolition Site Plan (see Appendix A) by the JPA to be protected.
- d) Contractor shall mobilize on the site
- e) Contractor shall perform general site clean-up and inside of building clean-up related to hazardous materials removal and disposal
- f) Contractor shall clean out debris from wells if present, destroy existing wells, and follow all requirements of Sacramento County's Well Abandonment Procedures, Regulations, and Application Forms
- g) Contractor shall destroy existing septic tanks, and follow all requirements of Sacramento County's Septic Tank Application Forms
- h) Contractor shall demolish and remove existing fences identified on plan
- i) Contractor shall demolish all structures
- j) Contractor shall demolish and remove on-grade concrete, concrete foundations, brick, and all other debris
- k) All debris shall be separated into appropriate recycle or trash bins for disposal in compliance with City Municipal Code Title 30, Chapter 30.70 regardless of when it is transported off-site
- l) All debris materials, in compliance with City Municipal Code Title 30, Chapter 30.70, shall be safely transported to appropriate recycling facilities and/or landfills
- m) Contractor shall backfill any holes or depressed areas on the site where foundations or other subgrade appurtenances were present to provide a reasonably level finished ground surface

### **Measurement and Payment**

Full compensation for Order of Work, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and no additional compensation shall be made.

### **3. MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Construction Specifications and these Technical Specifications.

The Contractor's Attention is directed to "Order of Work" found elsewhere in these Technical Specifications.

### **Measurement and Payment**

The Contract LUMP SUM price paid for Item 1.1, MOBILIZATION, shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in mobilization as specified herein and therefore no additional compensation shall be made.



#### **4. PERMITS AND FEES**

The Contractor shall obtain all the necessary permits and pay all fees that may be required by the City of Elk Grove, County of Sacramento, State of California, or any utility or agency having jurisdiction in conjunction with the demolition activity.

Contractor shall refer to Section 6-10 "Permits and Licenses" of the City's Standard Construction Specifications. Contractor shall submit copies of all permits to the Engineer prior to starting any demolition activity.

The Contractor's attention is directed to the Appendix for further information regarding septic tank destruction and well destruction permit processes and fees, and demolition and encroachment permit processes and fees.

#### **Measurement and Payment**

The JPA pays \$2,500 for Permits and Fees. The JPA does not adjust the unit price for an increase or decrease in the Permits and Fees quantity.

The Contract LUMP SUM Price paid for Item 1.2, PERMITS AND FEES, shall be full compensation for doing all of the Work including labor and materials, tools equipment and incidentals for preparing the applications, processing of and obtaining any and all necessary permits for the Work included within the scope of this Contract and therefore no additional compensation shall be made.

#### **5. PROGRESS SCHEDULE**

The Contractor shall submit Progress Schedules to the Engineer conforming to Section 7-5, "Schedules," of the Standard Construction Specifications.

The Contractor shall submit, **on a weekly basis**, a three-week rolling schedule conforming to Section 7-5.03, "Three-Week Rolling Schedule," of the Standard Construction Specifications.

#### **Measurement and Payment**

Full compensation for PROGRESS SCHEDULES, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

#### **6. AREAS FOR CONTRACTORS USE**

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the State Standard Specifications and these Technical Specifications.

The street Right-of-Way shall be used only for activities that are necessary to perform the required Work. The Contractor shall not occupy the Right-of-Way or allow others to occupy the Right-of-Way for material storage or other purposes that are not necessary to perform the required Work. No road closures will be permitted.

#### **Measurement and Payment**

Full compensation for conforming to AREAS FOR CONTRACTORS USE, as specified in the Standard Construction Specifications and as directed by the Engineer shall be considered as included in the prices paid for the various Contract items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

## **7. HOURS OF WORK**

The Contractor's attention is directed to Section 7-8.01, "Allowable Time and Hours of Work," of the Standard Construction Specifications and "Traffic Control System" found elsewhere in these Technical Specifications.

The allowable hours of Work for this Project shall be **Mondays through Fridays between 7 a.m. and 7 p.m.** Work shall be allowed on **Saturdays, Sundays or legal holidays** if the Contractor has obtained prior written permission from the Engineer for each occasion the Contractor desires to Work on said days. If the Contractor does not have written permission from the Engineer, no work shall be done on **Saturdays, Sundays, or Legal Holidays**. A written notification shall be submitted by the Contractor to the Engineer at least **three (3) Working Days** in advance of the intended Work, or as required by the Traffic Control Plan, whichever is greater.

### **Measurement and Payment**

Full compensation for conforming to HOURS OF WORK, as specified in the Standard Construction Specifications and as directed by the Engineer shall be considered as included in the prices paid for the various Contract items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

## **8. WATER USED IN CONSTRUCTION**

Attention is directed to Section 16, "Water used in Construction," of the Standard Construction Specifications.

Contractor shall not use the existing private well for construction water without prior approval of the Engineer.

### **Measurement and Payment**

Full compensation for water used in construction is included in the prices paid for various items of work involving the use of water and no separate payment will be made.

## **9. WATER POLLUTION CONTROL PROGRAM**

Attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Standard Construction Specifications. The Contractor shall submit a Water Pollution Control Program (WPCP), conforming to Section 10-4.06, "Minimum Agency Requirements," of the Standard Construction Specifications, for review and acceptance at least five (5) Working Days prior to the pre-construction conference. The Contractor shall revise the WPCP as indicated by the Engineer.

In the event that the Project is not completed due to the weather, the Engineer will notify the Contractor to cease operations. After notification, the Contractor shall cease operations as indicated in the notification and implement erosion, sediment and water pollution control plan best management practices to the satisfaction of the Engineer. When weather permits, the Engineer will notify the Contractor to resume operations. After notification, the Contractor shall resume operations within ten (10) Calendar Days and diligently complete the Contract. The Contractor shall not make any claim nor receive compensation for anticipated profits, loss of profits, damages, or any extra payment due to the Work stoppage ordered by the Engineer due to inclement weather.

### **Measurement and Payment**

The Contract LUMP SUM price paid for Item 1.3, WATER POLLUTION CONTROL PROGRAM, shall include full compensation for preparing and submitting a Water Pollution Control Program, furnishing all labor, materials, tools, equipment, incidentals, and for doing all Work involved in ceasing operations, mobilization, performing Work items as contained in the WPCP and conforming to the requirements of this section and therefore no additional compensation shall be made.

## **10. NOISE CONTROL**

The Contractor's attention is directed to Section 10-6, "Noise Control," of the Standard Construction Specifications, Section 6.32 "Noise Control" of the City of Elk Grove Municipal Code, and these specifications. Noise level requirements shall apply to all equipment used on the Project including, but not limited to, trucks, transit mixers or transient equipment that may not be owned by the Contractor.

Contractor shall use the following noise control methods or similar:

- Electrical vs. pneumatic hand power tools. Pneumatic tools can be fitted with an effective silencer on their air exhaust port.
- Hydraulic vs. air powered rock drills.
- The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.
- Shields, shrouds, or intake and exhaust mufflers.
- Noise-deadening material to line hoppers, conveyors or transfer points, storage bins, or chutes.
- Portable three-sided enclosures made of plywood to move with the activity (jack hammering).
- Internal combustion engines fitted with suitable muffler in good repair.

### **Measurement and Payment**

Full compensation for NOISE CONTROL, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

## 11. EXISTING FACILITIES AND PRESERVATION OF PROPERTY

The Contractor's attention is directed to Sections 6-21, "Preservation of Property," and Section 13, "Existing Facilities," of the Standard Construction Specifications.

Existing facilities that are not included for removal that are damaged due to the Contractor's operations shall be repaired or replaced as directed by the Engineer at the Contractor's sole expense.

In the event that a street sign is knocked down, the Contractor shall immediately notify the Engineer and replace the sign within twenty-four (24) hours or as determined by the Engineer. Regulatory Signs (Black on White) shall be immediately replaced. Costs incurred due to Contractor's negligence shall be paid for at Contractor's sole expense.

### Existing Utilities:

The Contractor's attention is directed to Section 6-16, "Existing Utilities," of the Standard Construction Specifications. **The Contractor must field verify Underground Services Alert (USA) all existing utilities and shall submit the report to the Engineer prior to beginning any Work at each site.** If underground utilities exist within the limits of the Work to be done, the Contractor shall verify their location and depth using hand tools. Care shall be taken to avoid damage to any underground utilities. Any damage to underground utilities caused by the Contractor shall be repaired by the Contractor at his sole expense.

Pacific Gas and Electric Company (PG&E) requires notification prior to any excavations within five feet (5') of their high pressure gas lines and electrolysis test stations (ETS). If gas lines or ETS are found within five feet (5') of any planned excavations, the Contractor shall notify PG&E at least five (5) business days prior to performing the excavation.

This Project may involve Work in areas with overhead utility and service lines. There may be locations where utility and service lines may have minimal vertical clear distance or clearance above the existing elevations within the limits of Work. It is the Contractor's responsibility to conduct operations around the facilities such that the Work is accomplished without damage to these facilities.

Disconnect and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Verify shutoff of any utilities with utility companies.
2. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
3. Refer also to Demolition and Removal of Structures and Appurtenances of these Technical Specifications for Septic Tank and Well destruction.

Existing Trees - This Project includes Work around mature trees adjacent to the worksite and potential path of travel for equipment and vehicles. The Contractor shall protect all trees identified to remain in place in the Demolition Site Plan. In cases where the tree canopy extends over the Work site or path of vehicle and equipment travel, it is the responsibility of the Contractor to conduct operations around said tree canopy such that the Work is accomplished

without damaging or injuring tree or tree limbs in any way. The Contractor may trim the trees in order to better facilitate construction operations. Any tree trimming must be approved by the Engineer at least four (4) Working Days prior to the planned Work operation.

When tree or root pruning is permitted by the Engineer, it shall be performed by or in the presence of a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The Arborist can be a person in the employment of the Contractor as long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Contractor shall be responsible for providing the arborist and all costs shall be paid for at Contractor's sole expense. The Certified Arborist shall be approved in advance by the Engineer, and all pruning shall be done in the presence of the Engineer.

The Contractor shall protect existing oak trees where indicated on the Demolition Site Plan. No work or excavation is permitted below the tree canopy. The Contractor shall place ESA fencing around the canopy of the tree to delineate their area where no work is allowed.

Existing Traffic Striping, Markings, and Markers – Existing traffic stripes and pavement markers that are outside the areas of the Work, including haul routes, that are to remain in place shall be protected from wheel marks and other damage by the Contractor. Damaged traffic stripes and pavement markers shall be cleaned or replaced as directed by the Engineer. The restoration of such objects shall be at the Contractor's sole expense and in conformance with the requirements set by the Engineer should the need for restoration arise.

Existing Perimeter Fence – Contractor shall protect the perimeter fence that delineates the property line and access gates. Damage by the Contractor to the perimeter fence or access gates shall be repaired at the Contractors expense. At the end of each working day, the Contractor shall verify that the perimeter fence is secure and the gates are closed and locked to discourage unwanted access.

### **Measurement and Payment**

Full compensation for EXISTING FACILITIES AND PRESERVATION OF PROPETRY, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

## **12. DUST CONTROL**

The Contractor's attention is directed to Section 17, "Dust Control," of the Standard Construction Specifications. The Contractor shall be responsible for dust control within the Project limits. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the Work area by the application of water and/or dust palliative.

The Contractor shall provide dust control at all times, including Saturdays, Sundays and holidays, and as directed by the Engineer. The Contractor shall immediately alleviate any dust hazard as directed by the Engineer.

### **Measurement and Payment**

Full compensation for DUST CONTROL, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

## **13. CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 15, "Clearing and Grubbing," of the Standard Construction Specifications and these Technical Specifications.

Contractor shall remove all objectionable material from within the area. Objectionable material shall include, but not be limited to, pruned roots, brush, grass, weeds, broken concrete, pavement material and debris, poles, and other related materials. Objectionable materials shall also include shrubs as shown in Plans. Objectionable material shall also include solid and bulk waste items left on the property by former tenants/owners. Objectionable material shall be removed from the entire parcel for the property included with the project, and shall be transported and properly disposed of off-site. All cost, charges and fees shall be the sole responsibility of the Contractor.

Contractor shall remove all interior fences and gates including the foundations. Voids left by the removal of foundations shall be backfilled. Backfill shall be compacted to the same density as the adjacent soil.

Contractor has the option to remove trees to aid in the demolition and removal of structures and appurtenant facilities. Trees removed shall conform to Section 15, "Clearing and Grubbing" of the Standard Construction Specifications. All removed tree material shall become the property of the Contractor who shall be responsible for its proper disposal. Voids left by the removal of stumps shall be backfilled. Backfill shall be compacted to the same density as the adjacent soil. There will be no additional compensation provided to the Contractor for trees removed.

### **Measurement and Payment**

The Contract LUMP SUM price for Item 1.4, CLEARING AND GRUBBING, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including doing all the Work involved in the removal of objectionable materials, trees, shrubs, plantings, concrete rocks, gravel, brick pavers, planters, fences, gates, and other items of Work as shown on the Plans, as specified in the Standard Specifications and these specifications, and as directed by the Engineer.

## **14. DEMOLITION AND REMOVAL OF STRUCTURES AND APPURTENANT FACILITIES**

The Project area includes removal of existing structures and appurtenance facilities on the following property:

1. Removal of residential structures and outbuildings on the following JPA owned property:  
9830 Grant Line Road  
Elk Grove, CA 95624
2. Destruction of a well
3. Destruction of septic system
4. Water feature

The Contractor's attention is directed to Appendix A – Demolition Site Plan for approximate location of structures, appurtenant facilities, septic system, well, and water feature to be demolished.

The Contractor shall demolish all existing buildings, structures and appurtenant facilities. The Contractor shall demolish all site improvements completely. Demolition of designated structures and appurtenant facilities shall be the complete removal of any and all structural and non-structural elements of each structure or appurtenant facility including above grade and below grade footings, foundations and piping within the structure footprint following the initial demolition of the existing buildings and structures, and surrounding site. Below grade footings or other foundations that are removed must be backfilled.

Contractor shall refer to Section 15-1.03 “Disposal and Salvage” and 15-1.04 “Abandonment of Conduits and Structures” of the City's Standard Construction Specifications for filling any voids resulting from demolition.

Contractor shall remove demolished materials from Project site and legally dispose of them as required by the City Municipal Code – Title 30, Chapter 30.70 – CONSTRUCTION AND DEMOLITION (C&D) DEBRIS REDUCTION, REUSE AND RECYCLING code and EPA requirements. Contractor shall remove, cover, and transport debris in a manner that shall prevent spillage on adjacent surfaces and areas. Surplus Material shall be removed from the Project by end of the Working Day unless approved by the Engineer. Burning on-site by the contractor is not allowed.

The Contractor shall make any and all efforts to determine the location of the septic tanks associated with residential structure.

In addition to those structures shown on Appendix A - Demolition Site Plan, there is a possibility that the sites may also contain unknown underground items such as an additional septic tanks, leach lines, drywells or additional well associated with the residential structures. The Contractor shall make any and all efforts to determine the location, size and type of all items associated with the residential structures. If any such items are discovered, the Contractor shall notify the JPA's inspector, compensation for demolishing and removing unknown items shall be by negotiated change order. Should it be determined that unknown items are on the site, the Contractor shall remove/close/backfill as required by Sacramento County.

Sacramento County Department of Environmental Management procedures and permit application form for Septic Tank Destruction are included in Appendix C.

The Contractor shall use methods required to complete the Work within limitations of governing regulations and as follows:

1. Comply with governing SMAQMD and EPA notifications and regulations before beginning hazardous materials demolition.
2. Comply with Cal-OSHA health and Safety rules and regulations throughout the Project.
3. Comply with all City, and County permit requirements

4. Do not use cutting torches until Work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
7. Comply with Chapter 6.28, Title 6 of the Sacramento County Code regarding rules, regulations and procedures for well destruction.

### **Project Site Conditions**

The JPA assumes no responsibility for buildings and structures to be demolished. Conditions existing at time of inspection for bidding purpose shall be maintained by the JPA as far as practical. No power or water is available on site, and contractor shall supply all necessary power or water.

Hazardous materials are present in buildings and structures to be demolished. A Hazardous Waste Limited Phase 2 Environmental Site Assessment is included in the Supplemental Information of these Bid Documents. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

It is assumed the well on site has a maximum depth of roughly 270' and is clear of debris.

### **Site Access and Temporary Controls:**

Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walkways, and other adjacent occupied and used facilities.

Use water mist and other suitable methods to limit and control the spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

### **Demolition Procedures**

1. Remove those hazardous materials that may hinder the remainder of the following demolition process. Asbestos materials that may become friable due to demolition methods, and lead products that may produce or contribute to dust shall be removed prior to other demolition. **DO NOT MIX HAZARDOUS AND NON-HAZARDOUS MATERIAL** in any manner that would limit lawful disposal at certified landfills.
2. Remove site improvements intact when permitted by authorities having jurisdiction.
3. **Use of explosives is not permitted for any demolition Work.**

### **Measurement and Payment**

The Contract LUMP SUM price for Item 1.5, DEMOLITION AND REMOVAL OF STRUCTURES AND APPURTENANT FACILITIES, shall include:

1. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work involved in completing the demolition and removal of structures and appurtenant facilities including dust and noise control, all site and worker safety measures, complying with all necessary permit requirements, protection of existing



facilities and existing items to remain, site grading, and hauling and disposal of debris as specified in these Technical Specifications, and as directed by the Engineer.

2. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work involved in emptying and destruction of existing well and piping including dust and noise control, all site and worker safety measures, complying with all necessary permit requirements, protection of existing facilities and existing items to remain, site grading, and hauling and disposal of debris as shown on the plans, as specified in these Technical Specifications, and as directed by the Engineer.
3. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work involved in locating, emptying, destruction of existing septic tank and leach lines including dust and noise control, all site and worker safety measures, complying with all necessary permit requirements, protection of existing facilities and existing items to remain, site grading, and hauling and disposal of debris as shown on the plans, as specified in these Technical Specifications, and as directed by the Engineer.

## **15. HAZARDOUS MATERIALS REMOVAL AND DISPOSAL**

The Contractor's attention is directed to Section 10-7 "Contaminated and Hazardous Materials or Environments" of the Standard Construction Specifications. Asbestos Containing Materials (ACM) and Lead Paint (LCP) are present in structures to be demolished.

A Hazardous Material Survey for Asbestos Containing Material (ACM) and Lead has been performed for the structures to be demolished. A Hazardous Waste Limited Phase 2 Environmental Site Assessment detailing the hazardous material requirements is available as supplemental material to the bid advertisement web posting. The Contractor shall examine the Hazardous Waste Limited Phase 2 Environmental Site Assessment and use the proper procedures when disturbing the specified materials.

Contractor shall determine the method of removal and disposal. Based on that determination, appropriate environmental containment conditions shall be installed/maintained as well as safety training for Contractor and JPA conducted prior to and during the demolition of all hazardous materials.

The following is a summary the findings of the Hazardous Waste Limited Phase 2 Environmental Site Assessment. Further information can be found in the Supplemental Information provided with the bid posting.

### Lead

Sample LBP-11 is paint chip collected from the horse barn, and was identified as part of the horse stalls, with 4-foot tall, 1/2 -inch diameter steel bars painted with green paint, plus 15 square feet of sill area painted with the same green paint. Paint must be removed and disposed of at a Class 1 Hazardous Waste Disposal Facility. Abatement must be performed by a licensed contractor in accordance with 17 CCR 3500 et seq. Any work designated by Cal OSHA as a "trigger task" such as demolition, which will impact these painted surfaces, must be performed by properly trained personnel in compliance with all lead related Cal OSHA regulations and requirements including a project specific worker Health & Safety Plan (HASP) and Lead Compliance Plan.

### Asbestos Containing Material (ACM)

One sample collected from the detached garage roof, ASB-12, had a 2% Chrysotile result from the roof mastic, but the roof shingle was below detection limits. There is approximately 1,672 square feet of tile with black mastic. Abatement must be performed on the roofing material by a licensed Contractor, and the Sacramento Metropolitan Air Quality Management District requires notification of the demolition and maintenance be submitted. The demolition of the structures at the site is regulated by the EPA's National Emissions Standard for Hazardous Air Pollutants (NESHAP) or regulated asbestos-containing material (RACM). The Contractor is required to notify the Department of Industrial Relations at least 24-hours prior to beginning work.

Submit an asbestos compliance plan for preventing or minimizing workers' exposure to asbestos during demolition activities. Submit the plan at least 15 days before starting demolition activities in areas containing or suspected to contain asbestos. The plan must be prepared and signed and sealed by a CIH with experience and knowledge of asbestos removal work and by the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM.

The plan must include:

1. Identification of key personnel for the project
2. Scope of work and equipment to be used
3. Job hazard analysis for work assignments
4. Summary of risk assessment
5. Description of personal protective equipment
6. Delineation of work zones at the job site
7. Decontamination procedures
8. General safe work practices
9. Security measures
10. Emergency response plans
11. Safety training program

Submit a work plan for the removal and management of asbestos 15 days before starting demolition activities in areas containing or suspected to contain asbestos. The work plan must be prepared and signed and sealed by a certified asbestos consultant and include:

1. Name of the certified asbestos consultant who will direct the removal, storage, transportation, and disposal of ACM.
2. Locations at the perimeters of abatement work areas where asbestos warning signs will be installed.
3. Summary of the methods and techniques for removal, handling, packaging, labeling, storing, transporting, and disposing of waste materials.
4. Instructions for wetting asbestos materials with sprayers.
5. Description and locations of disposal bins for temporary storage of asbestos until removal from the job site.
6. Name and address of the hazardous waste transporter that will transport friable ACM. The transporter must be registered with the DTSC to transport hazardous waste under the Health and Safety Code Div 20 Ch 6.5 and 22 CA Code of Regs Div 4.5.
7. Name and address of the California disposal facility permitted for the disposal of ACM.
8. Documentation of compliance with federal, State, and local requirements for asbestos work, transport, and disposal.

Submit certification of completed safety training for all personnel before starting work in areas containing or suspected to contain asbestos.

Submit an asbestos removal report documenting your compliance with the asbestos removal work plan. Submit the report to the Engineer and the APCD or AQMD within 30 days after removing ACM from the job site.

Submit a copy of the hazardous waste manifest for each shipment of friable ACM. Submit a copy of the waste shipment record for each shipment of nonhazardous asbestos waste. Within 5 business days of transporting hazardous and nonhazardous asbestos waste, submit documentation of proper disposal from the receiving disposal facility.

Before starting work in areas containing or suspected to contain asbestos, provide safety training complying with 8 CA Code of Regs § 1529 to JPA employees who may enter the work area. Provide training, personal protective equipment, and medical surveillance as required by the asbestos compliance plan for JPA employees.

Package and label removed ACM under 22 CA Code of Regs § 66262.30 et seq. Place the removed ACM in minimum, 0.006-inch-thick, double-ply, plastic bags with clearly visible and legible labels affixed to the bags. The labels must read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard*. Wet the waste before placing it in the plastic bag to prevent asbestos fibers from becoming airborne if the bag is broken.

Do not break apart bulk waste that will not fit inside a plastic bag. Instead, wet the waste, wrap it in plastic, and seal it with packaging or duct tape until it is leak-proof. Place the wrapped and sealed ACM directly into a covered, lockable, roll-off or drop box lined with plastic sheeting and labeled on all sides. The labels must be legible and read, *Danger/ Contains Asbestos Fibers/ Avoid Creating Dust/ Cancer and Lung Disease Hazard*.

Dispose of ACM at a California disposal facility operating under a RWQCB permit to accept asbestos waste. Notify the facility at least 5 business days before the delivery of ACCM.

Transport and dispose of friable ACM as a hazardous waste. The Engineer provides the Department's EPA Identification Number for hazardous waste disposal. The Engineer signs the hazardous waste manifests. Notify the Engineer 5 business days before the manifests are to be signed.

Use a transporter for friable ACM with:

1. Current DTSC registration for transporting hazardous waste
2. US EPA Identification number
3. Proof of completion of the California Highway Patrol's Basic Inspection of Terminals Program with a satisfactory rating

The transporter's vehicles must carry a valid DTSC registration when transporting friable ACM.

### **Measurement and Payment**

The Contract LUMP SUM price for Item 1.6, HAZARDOUS MATERIALS REMOVAL AND DISPOSAL, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all Work for each associated location involved in completing the

removal of hazardous materials including containment, air testing, dust and noise control, all site and worker safety measures, complying with all necessary permit requirements, lead compliance plan, asbestos compliance plan, protection of existing facilities and existing items to remain, bagging and hauling and disposal of hazardous debris as required at an EPA approved landfill as shown on the Plans, as specified in the Standard Specifications and these specifications, and as directed by the Engineer.

## **16. MATERIAL DISPOSAL**

All material collected as part of the demolition process becomes the property of the Contractor once it is on Contractor owned vehicles, removed from the site and transported to a Contractor owned facility, a recycling facility, other destination of salvaged materials.

The Contractor shall comply with all disposal and grading code requirements set forth in Section 18-7.03, "Permits," of the Standard Construction Specifications when disposing of surplus material within the City.

Storage or sale of removed items or materials on-site is not permitted.

### **Measurement and Payment**

Full compensation for MATERIAL DISPOSAL, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and no additional compensation shall be made.

## **17. ASTHETIC CLEAN-UP**

The Contractor's attention is directed to Section 7-20, "Cleaning Up," of the Standard Construction Specifications.

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, rocks, oil and other debris on driveways, roadways, and yards within and adjacent to the Project limits and haul route roadways that were tracked, sprayed, or deposited by his equipment or personnel under his control. No materials shall be allowed into ANY drainage facility or component including but not limited to conduits, creeks, swales, ditches, canals, or rivers.

Upon completion of all construction operations, all roadways within the Project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the Engineer, to remove all dirt and foreign material. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the Engineer.

### **Measurement and Payment**

Full compensation for ASTHETIC CLEAN-UP, as specified herein, shall be considered as included in the prices paid for the various items of Work involved as specified in Section 8-3, "Work to be Done Without Direct Payment," of the Standard Construction Specifications and therefore no additional compensation shall be made.

# APPENDIX

Appendix A – Demolition Site Plan

Appendix B – Demolition Site Access Form and Release and Waiver of Liability

Appendix C – Sacramento County Septic Tank Abandonment/ Destruction Procedures and Application Form

Appendix D – Sacramento County Well Destruction Procedures, Regulations, Application Form

Appendix E – City of Elk Grove Permit Forms and Information

Appendix F – Water Well Permit and Drillers Report

Appendix G – Limited Phase 2 Environmental Site Assessment

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## Appendix G – Limited Phase 2 Environmental Site Assessment