

**KINGS RIVER CONSERVATION DISTRICT**

**CONTRACT DOCUMENTS**

**AND**

**SPECIFICATIONS**

**FOR THE**

**POOL 1 SEDIMENT REMOVAL PROJECT**

**SEPTEMBER 16, 2022**

**Prepared for:**



**4886 East Jensen Avenue  
Fresno, California 93725**

**Prepared by:**



**1111 E Herndon Ave, Suite 217  
Fresno, California 93725  
559-228-9086**



**Date: 9/16/2022**

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**END SECTION**

**SECTION 00 11 13**  
**REQUEST FOR BIDS**

The Kings River Conservation District is soliciting bids for the sediment removal project in the area between Jackson Ave Road and the Empire 1 Weir also known as Pool 1, located on the South Fork of the Kings River in Kings County California

In general, the Work consists of operating scrappers and bulldozers inside the channel to remove sediment and organic debris which has accumulated since the construction of the Project Levees. The organic material shall be removed and piled at the locations specified on the attached maps. The accumulated sand shall be removed and piled at the locations specified on the attached maps. The work requires that 303,220 cubic yards of sediment to be "cut" and 24,896 cubic yards of sediment be "filled" with 278,324 cubic yards of sediment removed. The organic material and sand will be staged at the locations specified on the map. The contractor will grade the channel so that the flow of water will continue unimpeded down the river.

1. Sealed bids will be received by the Kings River Conservation District prior to 2:00:00 p.m. (local time) on **October 5, 2022** at Kings River Conservation District, 4886 East Jensen Avenue, Fresno, California 93725, and following said deadline all bids will be publicly opened and read. Bids shall be submitted in a sealed envelope with the name of the bidder, the name of the project and the statement "**Do Not Open Until the Time of Bid Opening.**" Bids received after said deadline will be returned unopened to the bidder.
2. A non-mandatory **pre-bid meeting and project site tour** will be held on **September 26, 2022 at 10:00 a.m.** beginning at the Jackson Ave River Crossing. Contractors can personally examine the project site prior to the site visit from the public access road. Requests for information shall be directed in writing to the Project Manager pbowen@krcd.org no later than 12:00 p.m. on October 3, 2022.
3. To be considered a plan holder and to receive any Addenda or other pertinent information, bidders must register as a plan holder by contacting the Project Manager to register as a plan holder. Bidders must be registered on the plan holders list for their bid to be considered responsive.
4. A full set of Bidding Documents is available online for examination at [www.krcd.org/#rfp](http://www.krcd.org/#rfp).
5. Prevailing Wage Rates: Pursuant to Section 1770, California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the offices of the Kings River Conservation District, which copy will be made available for examination during business hours to any party on request: Prevailing wage rate information is also available on the internet at the following website address: <http://www.dir.ca.gov/dlsr/PWD>.
6. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
7. Bidders shall furnish a Bid Security with their Bidder's Proposal in the amount of 10% of the base bid amount.

Kings River Conservation District  
Pool 1 Sediment Removal Project

8. The Kings River Conservation District reserves the right after opening Bids to reject any or all Bids, to waive any informality or non-responsiveness in a Bid, or to make award to the lowest responsive, responsible Bidder and reject all other Bids, as it may best serve the interest of The Kings River Conservation District.
  
9. Contractor's License Classification: In accordance with the provisions of California Public Contract Code, Section 3300, Kings River Conservation District has determined that bidder shall possess a valid **Class A Contractor's License** issued by the State of California at the time of Bid opening and for the duration of the contract. The General Contractor or the General Contractor's Subcontractors performing the associated work are required to possess appropriate Contractor's License(s). Failure to possess the specified licenses shall render the Bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of Bid opening. The Contractors' State License Board may be contacted at 9821 Business Park, Sacramento, CA 95827; PO Box 26000, Sacramento, CA 95826; (800) 321-2752.

BY THE ORDER OF THE BOARD  
OF THE KINGS RIVER CONSERVATION DISTRICT

\_\_\_\_\_  
David Merritt, KRCD General Manager

\_\_\_\_\_  
Date

**END SECTION**

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

1. The Contract Documents include the Contract Agreement, the Request For Bids, the Instructions to Bidders, the General Conditions, Supplementary General Conditions, Bidding and Contract Documents - Division 0, General Requirements - Division 1, Technical Specifications - Divisions 2 through 32, the Bidder's Proposal as accepted (including the Bid Schedule), the Indemnity Agreement, the Non-collusion Affidavit, the required Bonds, Wage Scale (prevailing wages) the Plans, Profiles and Drawings, and any Addenda or Change Orders. Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the Work.
2. All Bids must be presented under sealed cover on the blank proposal form attached hereto. Bids shall be submitted in a sealed envelope with the name of the bidder, the bidder's state registration number, the name of the project and the statement "**Do Not Open Until The Time of Bid Opening.**" Bids are required for the entire work described herein. Bids will be compared on the basis of the total of bid items in the Bid Schedule. Award, if made, will be based upon the lowest responsible bid submitted.
3. The party to whom the Contract is awarded must possess a Class A Contractor's license valid in the State of California.
4. The Bidder shall include all of the items listed in Section 00 43 93 – Bidder's Checklist in the Bid.
5. Each Bid must be accompanied by a Bid Security payable to the Owner for ten percent (10%) of the total amount of the base Bid. In no event will security submitted by unsuccessful Bidders be held by the Owner for more than 60 days from the time of award of the Contract. The Bid Security of the successful Bidder will be retained until the Performance Bond and the Payment Bond have been executed and approved, after which the Bid Security will be returned.
6. A Performance Bond and a Payment Bond in the amount of One Hundred percent (100%) each of the Contract Price, with a Corporate Surety approved by the Owner and the Engineer, will be required for the faithful performance of the Contract. The Bidder shall state in the proposal the name and address of the Surety or Sureties, with Certificate Numbers, who will sign the Bonds in case the Contract is awarded to him.
7. The party to whom the Contract is awarded will be required to execute the Contract Agreement, Performance Bond and Payment Bond within ten (10) calendar days from the date when the written notice of the award of the Contract is mailed to the Bidder at the address given by him. In case of failure to do so, the Owner may at its option, consider that the Bidder has abandoned the Contract, in which case, the Bid Security accompanying the proposal shall become the property of the Owner and award may be made to another party. Corporations must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents.
8. **The Contractor shall begin Work within fourteen (14) calendar days** after receiving the Notice to Proceed by the Owner. The Contractor shall **complete all Work within ninety (90) calendar days following the date of the Notice to Proceed.** Time is of the essence and time of completion as specified will be enforced.

9. The Contractor's attention is called to Section 00 52 15, addressing Liquidated Damages. It is agreed that the Contractor shall be liable for and shall pay to the Owner, as liquidated damages and not as a penalty, the listed sum per day for each calendar day of delay in completion of the Work from the date of completion as specified herein or in any written extension of time granted by the Owner. Liquidated damages will be deducted from final payments.
10. Before the award of the Contract, any Bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
11. Prior to signing the Contract, the successful Bidder shall submit, on a form acceptable to the Owner and Engineer, an overall construction schedule for the project. This schedule shall start with the proposed date of signing the Contract, and the completion date shall be no later than the date specified in the Contract.
12. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by examination of the Plans and Specifications as to the requirements of the Work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of the Bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
13. The Contract and the Specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, consultant, or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the successful Bidder or relieve him from fulfilling any of the conditions of the Contract.
14. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the Notice to Bidders and Instruction to Bidders may be rejected at the option of the Owner.
15. A Bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of the Bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing the Bids. The Bidder's Proposal shall then hold firm for sixty (60) days to enable the Owner to complete pre-construction arrangements prior to issuing any Notice of Award.
16. Computation of quantities that will be the basis for payment estimates, both monthly and final, will be made by the Engineer.
17. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans and Specifications or other Contract Documents, or finds discrepancies in, or omissions from the Plans and Specifications, he may submit to the Owner a written Request for Interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations

of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

18. No substitution of subcontractors by the Bidder will be allowed or permitted except in accordance with the provisions of Public Contract Code Sections 4107 and 4107.5.
19. The award of the contract, if made, will be within **fourteen (14) calendar days** after the opening of bids, and satisfactory submittal of materials required prior to the formal award.
20. The Kings River Conservation District reserves the right to accept or reject any or all bids, to evaluate the bids submitted, and to award the Contract according to the proposal which best serves the interests of the Kings River Conservation District.

**END SECTION**



**SECTION 00 41 43**  
**BIDDER'S PROPOSAL**

**Kings River Conservation District is** hereinafter called the Owner.

**BIDDER:** \_\_\_\_\_

The work to be done and referred to herein is in Kings County, State of California. It is shown on a set of Plans, entitled: "Pool 1 Sediment Removal Project" and is to be constructed in accordance with the Project Specifications and contract documents attached hereto by reference.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

**Addendum No.**

**Addendum Date**

<b>Addendum No.</b>	<b>Addendum Date</b>

- B. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

The undersigned, as Bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Plans and Specifications referred to, the referenced proposed contract, and the Bidder proposes and agrees that, if this proposal is accepted, he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements as therein set forth, and that he will take in full payment therefore the following unit prices as set forth in the Bid Schedule below.

**KINGS RIVER CONSERVATION DISTRICT  
 POOL 1 SEDIMENT REMOVAL PROJECT**

**BID SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.	Mobilization/Demobilization, Bonds, Insurance, and Permits	1	LS	\$ _____	\$ _____
2.	Storm Water Management & Erosion Control	1	LS	\$ _____	\$ _____
3. a	Sediment Area A Clearing & Grubbing	10.25	ACRE	\$ _____	\$ _____
3. b	Sediment Area B Clearing & Grubbing	12.28	ACRE	\$ _____	\$ _____
3. c	Sediment Area C Clearing & Grubbing	8.45	ACRE	\$ _____	\$ _____
4. a	Sediment Area A Excavation & Stockpile	116,000	CY	\$ _____	\$ _____
4. b	Sediment Area B Excavation & Stockpile	119,000	CY	\$ _____	\$ _____
4. c	Sediment Area C Excavation & Stockpile	65,000	CY	\$ _____	\$ _____
5.	Disposal of Unsuitable Material	10	TON	\$ _____	\$ _____
<b>TOTAL BASE BID</b>					\$ _____

This proposal must be accompanied by a Bid Security in the form of a Bid Bond in an amount equal to at least ten percent (10%) of the amount of the base bid.  
The names of all persons interested in the foregoing proposals as principals are as follows:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

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

Licensed in accordance with an act providing for the registration of Contractors,

Class \_\_\_\_\_ License No. \_\_\_\_\_

Bidder's DIR Registration Number: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Dated

**NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**BIDDER'S INFORMATION**

BUSINESS ADDRESS:

MAILINGADDRESS:

BUSINESSPHONE:

CONTACTNAME:

CONTACTEMAIL:

**Basis of Comparison of Bids:** Bids will be compared on the basis of the Base Bid amount exclusive of alternates. The project will be awarded to the lowest responsible, responsive bidder.

Bids are required for the entire work. The Bidder shall set forth for each item of work, in clearly legible figures, total for the item in the respective spaces provided for this purpose. If the total cost of any item, or the total bid, is inconsistent with the Unit Price, or the sum of the Unit Prices, the sum of the extended Unit Prices shall prevail.

**Abandonment of the Contract:** If this proposal shall be accepted and the undersigned Bidder shall fail to contract, as aforesaid, and to give the required Performance and Payment bonds in the sums to be determined in accordance with the Specifications, with surety as required by the Specifications, within ten (10) days not including Sundays and legal holidays, after the Bidder has received notice of award of the contract, the Owner, at its option, may determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof may be declared be null and void, and the forfeiture of such Security accompanying this proposal shall operate and said Security shall be the property of the Owner.

**ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS**

CF	-	Cubic Foot (Feet)	SACK(S)	-	Sack(s)
CY	-	Cubic Yard(s)	STAYD	-	Station Yard(s)
EA	-	Each	SF	-	Square Foot (Feet)
LB(s)	-	Pound(s)	SY	-	Square Yard(s)
LF	-	Linear Foot (Feet)	TN	-	Ton(s)
LS	-	Lump Sum	MGAL	-	Million Gallon(s)
(F)	-	Final Pay Quantity*	(S)	-	Specialty Item
(S-F)	-	Specialty Item and Final Pay Quantity*	(F&I)	-	Furnish and Install

\*Bid Items noted as being Final Pay Quantity will be handled in accordance with Section 01 20 00 – Measurement & Payment.

**END SECTION**

**SECTION 00 43 13**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and

firmly bound unto Kings River Conservation District, as OWNER, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2022\_.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the Pool 1 Sediment Removal Project;

NOW, THEREFORE,

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

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

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

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
California Surety Number

**IMPORTANT** – Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state of California.

**END SECTION**

**SECTION 00 43 36**  
**LIST OF SUBCONTRACTORS**

The bidder shall hereby designate the names and business addresses of each subcontractor who will perform work or labor on the Project. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name as registered with the License Board.

1. State the name and place of business of each subcontractor licensed by the State who will (i) perform work or labor or render service to the Bidder for the Project contemplated in the Plans and Specifications or (ii) specially fabricate and install a portion of the work or improvement according to the detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Bidder's total Bid.
2. State the portion of the Work that will be done by each subcontractor. List only one subcontractor for each portion as defined by the Bid.
3. Work not listed as subcontracted shall be performed by Bidder.
4. Subcontractors may not be substituted without cause. Subcontractor substitution procedure will be in accordance with State Contracts Code Section 4100, et seq.

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
\_\_\_\_\_ Dollar Amount or Percentage of Total Bid: \_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_

**SUBCONTRACTOR:**

Business Address: \_\_\_\_\_  
Class \_\_\_\_\_ License No. \_\_\_\_\_ DIR Number: \_\_\_\_\_  
\_\_\_\_\_ Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount or Percentage of Total Bid: \_\_\_\_\_



**SECTION 00 43 83**  
**PRELIMINARY CONSTRUCTION SCHEDULE**

The Contractor shall submit a preliminary construction schedule at the pre-construction conference for the Owner's review, including important milestones, assuming the Notice to Proceed is issued on **October 19, 2022**. The Preliminary Construction Schedule shall be in sufficient detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment. The Preliminary Construction Schedule shall reflect completion of all work under the contract within the specified time and in accordance with the Specifications.

DATE(S)	WORK ITEM

**END SECTION**

**SECTION 00 43 93**  
**BIDDER'S CHECKLIST**

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.**

Bidders shall complete and submit all documents listed in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

1. Section 00 41 43 – Bidder's Proposal
2. Section 00 43 13 – Bidder's Bond
3. Section 00 43 33 – Material Suppliers
4. Section 00 43 36 – Subcontractors Form
5. Section 00 45 16 - Non-Collusion Affidavit
6. Section 00 45 26 – Workers Compensation Certification
7. Section 00 45 47 – PCC 10162 –Questionnaire on Disqualification
8. Section 00 45 48 – PCC 10232 – Statement on Contempt
9. Section 00 45 51 – Labor and Other Code Requirements Certificate
10. All issued Addenda

SUBMITTED BY:

Name of Company \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Class: \_\_\_\_\_

State DIR Registration No. \_\_\_\_\_

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the scheduled bid opening time will be opened and publicly read but are subject to verification that all required documents have been submitted.

**END SECTION**

**SECTION 00 45 16**  
**NON-COLLUSION AFFIDAVIT**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

**PROJECT: Kings River Conservation District**

**Pool 1 Sediment Removal Project**

**TO: The Kings River Conservation District Board**

\_\_\_\_\_  
(Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of \_\_\_\_\_  
(Bidding Entity)

The party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Title 23 United States Code Section 112)

(Calif. Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

Signed: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**END SECTION**

**SECTION 00 45 26**  
**WORKER'S COMPENSATION CERTIFICATION**

STATE OF CALIFORNIA, COUNTY OF KINGS

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

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

\_\_\_\_\_  
Contractor Signature

**END SECTION**

**SECTION 00 45 47**  
**PUBLIC CONTRACT CODE SECTION 10162**  
**QUESTIONNAIRE ON DISQUALIFICATION**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is Yes, explain the circumstances in the space below:

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NOTE: The above Questionnaire is part of the Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Bidder

**END SECTION**

**SECTION 00 45 48**

**PUBLIC CONTRACT SECTION 10232**

**STATEMENT ON CONTEMPT**

**(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By \_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**END SECTION**

## SECTION 00 45 51

### PREVAILING WAGE AND OTHER CODE REQUIREMENTS CERTIFICATE

#### 1 - FEDERAL/STATE WAGE RATE CLAUSES

Pursuant to the provisions of Part 7 Chapter 1 (beginning with Section 1770) of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations State of California prevailing wage schedules for Kings County are available from the Department of Industrial Relations - Division of Labor Statistics and Research via the Internet at <http://www.dir.ca.gov/dlsr/PWD>.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

Pursuant to the provisions of Labor code section 1773, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work. Copies of the prevailing rate of per diem wages are on file at the Owner's principal office and shall be made available to any interested party on request. The Contractor shall cause a copy of the Director's determination of the prevailing rate of per diem wages to be posted at a prominent place at the site of the Work. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of claim against the Owner. The Contractor shall comply with Labor Code section 1774 and 1775. In accordance with Labor Code section 1775, the Contractor shall forfeit as a penalty to the Owner not more than \$50 for each Day or portion thereof for each worker paid less than the prevailing rates as determined by the director for the Work or craft in which the worker is employed for any Work or by any subcontractor under the Contractor. The amount of this penalty shall be determined by the Director based on the factors set forth in section 1775. In addition to such penalty, the difference between such prevailing wage rates and the amount paid to each workman for each Day or portion thereof for each workman was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

#### 2- LABOR CODE SECTION 1776 COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request



to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(ii) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

### **3- LABOR CODE SECTION 1777.5 EMPLOYMENT OF PROPERLY REGISTERED APPRENTICES**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
- (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**4- LABOR CODE SECTION 1810  
DEFINITION: A LEGAL DAY'S WORK**

Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

**5- LABOR CODE SECTION 1811  
TIME OF SERVICE - CALENDAR WEEK**

The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

**6- LABOR CODE SECTION 1812  
ACCURATE LABOR RECORDS**

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

**7- LABOR CODE SECTION 1814  
MISDEMEANOR**

Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor.

**8- LABOR CODE SECTION 1815  
MINIMUM OVERTIME PAY**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours

during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

**9- LABOR CODE SECTION 1860  
CONTRACT PROVISION**

The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

**10- LABOR CODE SECTION 1861  
CONTRACTOR CERTIFICATION TO LABOR CODE SECTION 3700**

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**11- LABOR CODE SECTION 6500 AND 6705  
TRENCH EXCAVATION SAFETY PLANS**

1. The Contractor's attention is directed to the provisions of Labor Code section 6705 concerning trench excavation safety plans. Labor code section 6705 provides in relevant part:

No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

2. Before execution of the contract by the Owner, the Contractor shall submit to the Owner a copy of his permit for the project issued by Cal-OSHA.

If there is any non-compliance with said detailed plans, the Contractor shall stop forthwith all affected work until there is compliance in the opinion of the State Division of Industrial Safety. The Owner, Engineer, officers, employees, consultants, and agents of the aforementioned, shall not be liable for costs incurred by the Contractor due to work stoppage, and the Contractor will not be given nor is entitled to an extension of time to complete the Work within the time set forth in this contract due to the work stoppage.

## **NONDISCRIMINATION CLAUSE**

1. During the performance of the Contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor's attention is also directed to Section 1735 of the Labor Code, which provides:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of 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."

3. Contractor's attention is further directed to Section 1777.6 of the Labor Code, which provides:

"An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code."

4. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

## **12- DRUG-FREE WORKPLACE CERTIFICATION CONTRACTOR:**

The contractor named below hereby certifies compliance with The Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) in matters relating to providing a drug-free workplace. The below named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
- (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

**THE UNDERSIGNED CERTIFIES THAT, IN PERFORMANCE OF THE CONTRACT, THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS IN ADDITION TO OTHER LEGAL REQUIREMENTS.**

CONTRACTOR NAME: \_\_\_\_\_

CERTIFIED BY:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**END SECTION**



**SECTION 00 51 00  
NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Kings River Conservation District  
Pool 1 Sediment Removal Project

The Owner has considered the bid submitted by you for the bid opening held on \_\_\_\_\_ for the above-described work in response to its Request for Bids and the Instructions to Bidders.

You are hereby notified that your bid has been accepted, and the sum of the items amounts to \$ \_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Contract and provide the necessary bonds and insurance certificates within ten (10) calendar days from the date of this Notice.

If you fail to execute said Contract within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of Owner's acceptance of your bid as abandoned. Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Kings River Conservancy District  
Owner

By: \_\_\_\_\_  
David Merritt

Title: KRCD General Manager

**ACCEPTANCE OF NOTICE**

Receipt of the foregoing Notice of Award is hereby acknowledged

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

this the \_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

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

Title \_\_\_\_\_

**END SECTION**



**SECTION 00 52 13**

**CONTRACT**

THIS CONTRACT is made at **Kings River Conservation District** in **Kings County**, California, by and between \_\_\_\_\_ hereinafter called the "Contractor," and the **Kings River Conservation District**, hereinafter called the "Owner".

Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Work to be constructed is a project entitled Pool 1 Sediment Removal Project, located in Kings County, State of California.

The Contractor shall furnish all labor and materials, including tools, implements, and appliances required to construct the Work and shall perform and construct all Work in a good and workmanlike manner, free from any and all liens and claims including those of mechanics, materialmen, sub-contractors, artisans, machinists, teamsters, draymen and laborers required for the construction of the Work.

Contractor shall comply with and construct the Work in strict conformity with the Contract Documents, including that set of Plans, entitled: "Pool 1 Sediment Removal Project," all other Plans, Drawings, Specifications; and the provisions of this Contract.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contract Documents shall consist of the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto: this Contract, including, Division 0 – Bidding and Contract Requirements, Division 1 - General Requirements, Division 2 through Division 48 - Technical Specifications, any Standard Specifications referenced, Plans, Profiles and Drawings, Addenda or Change Orders (if any), and Appendices. In the event of conflict between portions of the Contract Documents, refer to Section 01 00 05 – Specifications to resolve priority.

**ARTICLE III. PAYMENT.** In the manner, at the time and upon the conditions stated in the Contract Documents, Owner agrees to pay the Contractor in current funds for the performance of the Contract the sum of:

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(Figures in Words)

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(Figures in Numbers)

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Bidder's Proposal, except where provisions are made in the Contract Documents whereby the estimated quantities shall constitute the final quantity.

Contractor is responsible for payment of prevailing wages in accordance with the provisions of Section 1770, et seq. of the Labor Code. Prevailing wage schedules for Kings County are available from the Department of Industrial Relations-Division of Labor Statistics & Research via the Internet at [www.dir.ca.gov](http://www.dir.ca.gov). A prevailing wage scale is also on file in the office of the Kings River Conservation District, 4866 East Jensen Avenue, Fresno, California, and copies may be obtained upon request.

**ARTICLE IV. TERMINATION.** If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions, including, but not limited to, failure to meet the time of commencement and time of completion requirements in Section 00 52 13, of the Contract Documents, or if he should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or disregard laws, ordinances or the instructions of the Engineer, then the Owner may serve written notice upon the Contractor and his surety of material breach and its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the contract, and unless, within seven (7) days after the serving of such notice, Contractor performs as required by the Contract Documents or makes valid objection to termination, the contract shall, upon the expiration of said seven days, cease and terminate. If Contractor does not perform or make valid objection in response to such notice, then it waives all rights to perform the contract, to submit a claim for costs caused by the Owner's performance of the contract, or to object to the Owner withholding its costs in performing the contract.

In the event of any such termination, the Owner may immediately take over performance of the contract and prosecute the work to completion as provided below, if immediate action is required because exigent circumstances are reasonably determined to exist by the Owner, or serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within seven (7) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the seven (7) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by force account, either with its own forces or with a contractor of its choice, or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

When the contract has been terminated as provided above or elsewhere in the Contract Documents, such termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue.

**ARTICLE V. SUSPENSION OF WORK.** At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times. Contractor may be entitled to an adjustment in the Contract Price that is

directly attributable to any such suspension. A Change Proposal seeking adjustments in the Contract Price shall be submitted no later than 30 days after the date fixed for resumption of Work.

**ARTICLE VI. WORKERS' COMPENSATION.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the Work will so to comply with the said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-Insure should be provided the Owner.

**ARTICLE VII. JOB SITE CONDITIONS.** Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project Work, including safety of all persons and property; and that this requirement shall apply continuously and not be limited to normal working hours.

**ARTICLE VIII. CHANGES IN THE WORK.** New and unforeseen work will be classed as extra work when determined by the Owner that such work is not covered by any of the various items or combination of such items for which there is a bid price. In the event that portions of such work are determined by the Owner to be covered by some of the various items or combinations of such items for which there is a bid price, the remaining portion of such work will be classified as extra work. Extra work also includes work specifically designated as extra work in the Plans and Specifications. Refer to Section 00 63 44 – Changes to the Work.

**ARTICLE IX. COMPLETION.** Upon receipt of written notice that the Work is ready for final review, the Engineer and Owner will promptly make such review, and when the Owner finds the work satisfactory under the Contract and the Contract fully performed, the Owner will promptly issue a Notice of Completion stating that the Work required by this Contract has been completed. Within ten (10) days of acceptance, the Owner shall cause the Notice of Completion to be recorded. Final payment shall become due thirty-five (35) days after the date of the recording of the Notice of Completion.

Before issuance of final payment, the Contractor shall submit Conditional Releases as specified in Section 00 52 21 – Waiver and Release Submittals, except that, in the case of disputed indebtedness or liens, the Contractor may submit, in lieu of evidence of payment, a Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated.

**ARTICLE X. TIME OF PERFORMANCE.** The Notice to Proceed is specified in Section 00 55 00 – Notice to Proceed. Beginning of Work and Time of Completion are specified in Section 01 11 00 – Description of Work and Schedule Constraints. Liquidated Damages are those specified in Section 00 52 15 – Liquidated Damages. All time limits stated in the Contract Documents are of the essence.

**ARTICLE XI. INDEMNITY AND INSURANCE.** Contractor shall indemnify Owner in accordance with the provisions of Section 00 73 15 – Indemnity Agreement. Prior to commencing Work, the

Contractor shall obtain at his own expense and agrees to keep in effect during the life of this Contract, as a minimum requirement, the insurance described in Section 00 73 16 – Insurance Requirements. The Contractor shall furnish evidence of the required insurance coverages to the Owner prior to execution of the Contract Documents.

**ARTICLE XII. ASSIGNMENT OF CLAYTON ACT AND CARTWRIGHT ACT RIGHTS.**

Per Government Code Section 4552, in submitting its Bid and entering into the Contract or a subcontract to supply goods, services, or materials pursuant to the Contract, the Contractor or subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

**ARTICLE XIII. ASSIGNMENT AND TRANSFER OF CONTRACT.** The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the Owner and the Contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

**ARTICLE XIV. CLAIMS AND DISPUTE RESOLUTION.** Claims and disputes shall be resolved in accordance with the provisions of Public Contracts Code Section 9204, as set forth in Section 00 64 00 of these specifications.

**ARTICLE XV. HEADINGS AND INTERPRETATION.** The headings in the Contract Documents are solely for the convenience of the parties and are not intended to and shall not be construed to in any way limit Contractor's duties with respect to the performance of the Work as provided in the Contract Documents. Any uncertainty or ambiguity in the language of this Contract or the Contract Documents shall not be construed against the party drafting the same but shall be construed as if both parties prepared the same and any provision to the contrary in Civil Code § 1654 is waived by the parties.

**ARTICLE XVI. REMEDIES.** The remedies given to Owner in the Contract Documents shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law.

If any provision of the Contract Documents is void or unenforceable, the same shall in no way affect the validity or enforceability of any other provision of the Contract Documents or the validity or enforceability of this Contract as a whole.

This Contract shall be binding upon and shall inure to the benefit of the parties hereto, as well as their respective heirs, successors and assigns.

Kings River Conservation District  
Pool 1 Sediment Removal Project

IN WITNESS WHEREOF, they had executed this Contract this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Contractor

Kings River Conservation District  
\_\_\_\_\_  
Owner

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

ATTEST: \_\_\_\_\_

**END SECTION**

**SECTION 00 52 15**  
**LIQUIDATED DAMAGES**

**PART 1 GENERAL**

**1.1 LIQUIDATED DAMAGES**

- A. The Contractor shall pay to the Owner the sum of

TWO THOUSAND DOLLARS (\$ 2,000.00)

per day for each and every calendar day delay in finishing the work in excess of the number of calendar days prescribed in Section 00 21 13 of these specifications.

- B. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be sustained by the Kings River Conservation District, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Kings River Conservation District will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the Kings River Conservation District the sum set forth above per day for each and every calendar day delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Kings River Conservation District may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.
- C. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of calendar days specified, the Engineer shall have the right to increase the number of calendar days or not, as the Engineer may deem best to serve the interest of the Kings River Conservation District and if the Engineer decides to increase the number of calendar days, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.
- D. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named above for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of that delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

- E. No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only physical shortage of material will be considered as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.
- F. If the Contractor is delayed in completion of the work by reason of changes made by Kings River Conservation District or by failure of the Kings River Conservation District to acquire or clear right of way, or by any act of the Engineer or of the Kings River Conservation District not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted, and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

**END SECTION**



**SECTION 00 52 17**  
**CONTRACTOR'S RESPONSIBILITIES**

**PART 1 GENERAL**

*1.1 SUPERVISION AND SUPERINTENDENCE*

- A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to KRCD Project Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

*1.2 MAINTAINING TRAFFIC*

- A. Traffic and Access: The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work. Ingress and egress to and from the levee system shall be maintained at all times. Whenever it is necessary to cross or obstruct driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe temporary expedients for the accommodation of public and private travel and shall give reasonable notice to the District before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained written permission from the owner and tenant of private property involved, to obstruct traffic at the designated point.
- B. Based on all the above, Contractor shall determine the need for any signs, lights, flags, flagmen and any other traffic control and traffic safety devices and shall include all such costs in the Traffic Control item of Contractor's Bid. No other compensation will be made.

*1.3 OBSTRUCTIONS*

- A. Attention is directed to the possible existence of underground utility facilities not indicated on the plans and to the possibility that utility lines may be in a location different from that which is indicated on the plans. The Contractor shall ascertain the exact location of underground utilities whose presence is indicated on the plans, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes,



prior to doing work that may damage any of the facilities or interfere with their service.

- B. If the Contractor cannot locate an underground facility whose presence is indicated on the plans, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in the General Conditions.
- C. If the Contractor discovers underground utilities not indicated on the Plans, the Contractor shall immediately give the Project Manager and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Project Manager, and the cost of that work will be paid for as extra work as provided in the General Conditions. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in the General Conditions. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- D. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the project improvements and the plans do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work.
- E. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the project improvements, and that work will be paid for as extra work.
- F. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other facility for the rearrangement and bear all expenses in connection therewith.
- G. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of utility facilities which were not indicated on the Plans or were located in a position substantially different from that indicated on the Plans, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8 1.09, "Right of Way Delays" of the State Standard Specifications, and compensation for the delay will be determined in conformance with the provisions in Section 8 1.09. The Contractor shall be entitled to no other compensation for that delay.
- H. Any delays to the Contractor's operations as a direct result of utility or other non highway facilities not being rearranged as provided in this Section, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in

Section 00 52 15 - Liquidated Damages. The Contractor shall be entitled to no other compensation for that delay.

- I. Full compensation for conforming to the requirements of this article shall be considered as included in the various contract items of work and no separate payment will be made therefore.

#### 1.4 *PRE-CONSTRUCTION MEETING*

- A. The Contractor and its job superintendent, the Contractor's subcontractors and their job superintendents will be required to attend the pre-construction conference scheduled by the Owner as specified in Section 01 31 19 – Project Meetings. A project schedule shall be submitted by the Contractor at this meeting.

#### 1.5 *SAFETY REPRESENTATIVE*

- A. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the Work. The Contractor must 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, with cause of death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage to the property are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. 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.

#### 1.6 *SAFETY AND PROTECTION*

- A. Safety and Protection: The Contractor shall have at the work site, copies or suitable extracts of Construction Safety Orders, issued by Cal-OSHA. He shall comply with provisions of these and all other applicable laws, ordinances and regulations.
  1. Contractors must comply with provisions of the safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29 C.F.R.
  2. In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.
  3. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his facilities, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

4. The Contractor agrees that it shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner, and Provost & Pritchard Engineering Group, Inc. harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of Owner or the Engineer.
5. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
6. The duty of the Project Manager to conduct construction review of the Contractor's performance and the undertaking of inspections by the Project Manager or the giving of instructions as authorized herein is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make the Project Manager or the Owner 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.
7. The Owner, the Project Manager, and their respective employees' site responsibilities are limited solely to the activities of the Owner's and Engineer's employees on site. These responsibilities shall not be inferred by any party to mean that the Owner or Project Manager has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The contractor's methods of work performance, superintendence and the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the Contractor alone.

B. Contractor shall comply with Public Contract Code Section 7104

1. The Contractor's attention is directed to the provisions of Public Contract Code Section 7104. This section requires that any public works contract which involves digging trenches or other excavations that extend deeper than four feet below ground level contain provisions requiring that (i) the Contractor must notify the local agency of certain specified conditions relating to hazardous waste, unexpected subsurface or latent conditions, or unknown physical conditions, (ii) the local agency must promptly investigate any such conditions reported to it and issue a change order if it makes certain findings regarding those conditions, and (iii) in the event of a dispute between the local agency and the Contractor as to whether hazardous waste exists or whether the conditions encountered differ from those expected, the Contractor is not excused from performance, but must proceed with all Work to be performed under the contract.

2. Full compensation for all costs involved in locating, verifying, protecting, exposing, bracing, and otherwise providing for utilities and compliance with Public Contract Code Section 7104 shall be included in the amounts bid for Miscellaneous Facilities and Operations or the various items of Work, and no separate payment shall be made therefor.
- C. The Contractor shall include all costs for the above items in the various bid items, and no separate payment will be made therefore.

#### 1.7 ACCIDENT PREVENTION

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

#### 1.8 PROTECTION OF EXISTING ITEMS

- A. The Contractor shall protect all existing utilities, structures, levees, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agents.
- B. Contractor will be held responsible for any damage to existing utilities, structures, levees, roadways and walkways, Work; materials; or equipment because of his operations and shall repair or replace any damaged utilities, structures, levees, roadways, and walkways, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner. Should any damage occur to the levees, Contractor shall repair or replace the levee according to the United States Army Corps of Engineers levee design manual.

#### 1.9 PROJECT SECURITY

- A. The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.
- B. Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided in readily accessible locations.

#### 1.10 PERMITS AND LICENSES

Kings River Conservation District  
Pool 1 Sediment Removal Project

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, as required, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. The entire project is located within the jurisdiction of the United States Army Corps of Engineers. No Encroachment Permits are required. All work must be done in accordance with the KRCD and CDFW Streambed Alteration Agreement 1600-2013-0045-R4 (1600 Permit); contractor is required to have the 1600 Permit at the work site at all times.

**1.11 PROJECT SITE MAINTENANCE**

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.
- B. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup and project site maintenance costs shall be included in the Contractor's Bid.

**1.12 DEWATERING**

- A. Comply with Section 31 23 00 – Earthwork.

**1.13 STORM WATER CONTROL**

- A. Contractor shall be responsible for managing storm water runoff during the construction period. See Section 01 57 23 – Storm Water Management of these Specifications.

**1.14 USE OF SITE AND OTHER AREAS**

- A. The Contractor shall effectively secure and protect adjacent property and structures, crops and other vegetation.
- B. Contractor shall repair all fences damaged during the work.
- C. In all cases where the Contractor removes fences to obtain room to work, he shall provide and install temporary fencing as required. Prior to completion of construction, the Contractor shall restore all original fences to the satisfaction of the Engineer. All costs of providing, work required for site maintenance and maintaining and restoring gates and fencing shall be borne by the Contractor.
- D. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. Dust control shall conform to the applicable provisions of Section 10 of the State Standard Specifications. All cleanup, dust control, and project site maintenance costs shall be absorbed in the Contractor's Bid.
- E. 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.

- F. The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.
- G. Compensation for any necessary work required for site maintenance shall be considered as included in the prices paid for the various bid items and no additional compensation will be made therefore.

#### *1.15 EMERGENCIES*

- A. In the event of an emergency or unusual conditions endangering life, the Work, or adjacent property, the Contractor may, without special instructions or authorization, act at his discretion to prevent or eliminate such danger. If the Engineer determines that a change in the Contract Documents is required due to the action taken by the Contractor in response to such an emergency, a change order will be issued.

#### *1.16 AIR POLLUTION CONTROL*

- A. The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- B. Contractor shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII. Dust control shall be as specified in Section 01 57 27 – Dust Control.
- C. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Acts of 1970 and Cal OSHA.

#### *1.17 PROJECT SITE SECURITY*

- A. The Contractor shall secure the project site at all times when work is not in progress. It shall be his responsibility to protect existing and newly construction facilities from damage due to his construction operations and shall be responsible for the repair or replacement of any facilities which are damaged due to his failure to secure the project site.
- B. Contractor shall make his own arrangements, pay for and assume all responsibility for acquiring, using and disposing of additional work areas and facilities temporarily required by him. He shall indemnify and hold the Owner harmless from all claims for damages occasioned by such actions.

#### *1.18 NOTIFICATION*

- A. The Owner shall be supplied at all times with the names and telephone numbers of at least two (2) persons in charge of or responsible for the work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

An Emergency Contact List with contract numbers and addresses for the Sheriff, Police, Fire Department, the names, and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the local ambulance service shall be prominently displayed adjacent to telephones.

- B. The Contractor shall notify the Owner at least forty-eight (48) hours prior to commencing work.
- C. Contractor shall notify USA Underground Service Alert Organization for utility underground permits per Section 4216 of the government Code. The Contractor shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The Underground Service Alert Phone Number is 800-227-2600. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.

#### 1.19 LABOR

- A. No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the Work, and in no event shall any person under the age of sixteen (16) years be employed.

**END SECTION**



**SECTION 00 52 19**  
**OWNER'S RIGHTS AND RESPONSIBILITIES**

**PART 1 GENERAL**

**1.1 COMMUNICATION TO CONTRACTOR**

- A. Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Contractor through the Project Manager.
- B. Contractor's sole point of contact shall be Project Manager or Project Manager's designated representative.

**1.2 LAND AND EASEMENTS**

- A. Owner will provide clear title and full access to the project site for Contractor's use, throughout the duration of the Project.

**1.3 DEFFECTIVE WORK**

- A. If Contractor fails to correct defective work promptly after receipt of notice by the Owner or Engineer, Owner may order defective work done by others after seven days' written notice to Contractor for remedy or correction of any such deficiency.
- B. All claims, costs, losses, and damages sustained by Owner in exercising the right to remedy deficiencies, will be charged against the Contractor.

**1.4 LIMITATIONS ON OWNER'S RESPONSIBILITIES**

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- B. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**END SECTION**



**SECTION 00 52 21**  
**WAIVER AND RELEASE SUBMITTALS**

1.1 *GENERAL INSTRUCTIONS FOR WAIVER AND RELEASE  
(LIEN WAIVER) SUBMITTALS*

- A. Waivers and Releases must be submitted, on forms provided by Owner or on equivalent forms supplied by Contractor. Copies of said forms, which comply with Civil Code Sections 8132 through 8138, are attached at the end of this Section.
- B. Comply with Section 01 20 00 - Measurement and Payment.
- C. Waiver and Release submittal sequence:
  - 1. Upon initial submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Progress Payment"**. If initial submittal is also a final submittal for any or all subcontractors, material or equipment suppliers, submit a **"Conditional Waiver And Release Upon Final Payment"** for those suppliers or subcontractors.
  - 2. Upon each subsequent submittal for progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Progress Payment"** for the total amount through the current progress payment. Also submit an **"Unconditional Waiver And Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
  - 3. Upon submittal for final progress payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Final Payment"**. Also submit an **"Unconditional Waiver And Release Upon Progress Payment"** reflecting the previous progress payment aggregate sum.
  - 4. Prior to final payment, submit for each subcontractor, material or equipment supplier a **"Conditional Waiver And Release Upon Final Payment"**.
  - 5. Upon receipt of final payment, Contractor shall submit an **"Unconditional Waiver And Release Upon Final Payment"**.

**END SECTION**

## CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

### Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_

Kings River Conservation District  
Pool 1 Sediment Removal Project

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

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

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ \_\_\_\_\_

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

### Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

### Identifying Information

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: \_\_\_\_\_

Owner: \_\_\_\_\_

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Maker of Check: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Check Payable to: \_\_\_\_\_

### Exception

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

### Signature

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**END SECTION**

**SECTION 00 55 00**  
**NOTICE TO PROCEED**

**TO: (Successful Bidder)**

**PROJECT:** Kings River Conservation District  
Pool 1 Sediment Removal Project

**DATE:**

This Notice to Proceed is issued pursuant to the Contract dated \_\_\_\_\_. You are hereby notified to commence work on or before \_\_\_\_\_, and you are to complete the WORK within ninety (90) consecutive calendar days from that date.

**The date of completion of all WORK is therefore**\_\_\_\_\_.

OWNER – Kings River Conservation District

By: \_\_\_\_\_  
David Merritt, KRCD DGM, COO

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

**END SECTION**

## **SECTION 00 61 00 BOND REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.1 GENERAL**

- A. The following bonds are required as part of this project:
1. Bid Bond, in accordance with Specification Section 00 43 13. The principal sum shall be in the amount of 10 percent (10%) of the amount of the base bid.
  2. Performance Bond, in accordance with Specification Section 00 61 13. The principal sum shall be in the amount of 100 percent (100%) of the amount of the contract awarded.
  3. Payment Bond, in accordance with Specification Section 00 61 16. The principal sum shall be in the amount of 100 percent (100%) of the amount of the contract awarded.
  4. Warranty Bond, in accordance with Specification Section 00 65 38. The principal sum shall be in the amount of 25 percent (25%) of the amount of the contract awarded.
- B. All bonds shall be issued by an admitted surety insurer.
- C. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630 are met.
- D. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond.
- E. **Upon request by the Owner, the Bidder shall submit the following documents:**
1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
  2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
  3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
  4. A certified copy of the certificate of the listing status from the United States Department of the Treasury circular 570, as amended.



5. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code Section 173.
- F. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.
- G. The expense of these Bonds shall be borne by the Contractor.
- H. If at any time a Surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, Contractor shall within twenty (20) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner.
  1. The premiums on such Bond shall be paid by the Contractor.
  2. No further payment shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable Bond to the Owner.

**END SECTION**

**SECTION 00 61 13**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Kings River Conservation District, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Pool 1 Sediment Removal Project**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said 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 of the Specifications accompanying the same shall release or otherwise

Kings River Conservation District  
Pool 1 Sediment Removal Project

affect its obligation on this Bond, and it does hereby notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_(s)

Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTES: Date of bond must not be prior to date of Contract.  
If Contractor is a partnership, all partners must execute Bond.*

**END SECTION**

**SECTION 00 61 16**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Kings River Conservation District, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Pool 1 Sediment Removal Project**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void, otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time alternation or addition to the terms of the Contract or to work to be performed thereunder of the Specifications accompanying the same shall release or otherwise 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 Contract or to the work or to the Specifications.

Kings River Conservation District  
Pool 1 Sediment Removal Project

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_(s)  
Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTES: Date of bond must not be prior to date of Contract.  
If Contractor is a partnership, all partners must execute Bond.*

**END SECTION**

**SECTION 00 63 44**  
**CHANGES TO THE WORK**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. The provisions of Caltrans Standard Specifications section 9-1.04 are deleted and replaced by this section.

**1.2 COST OF CHANGED WORK**

- A. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the approval of the Engineer and compensation will be determined as follows:
  - 1. To actual wages paid, a Labor Surcharge as specified in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."
  - 2. To actual wages paid, including the Labor Surcharge, a fee of 15%.
  - 3. To the costs incurred for materials purchased and equipment rental, a fee of 15%.
    - a. Equipment rental rates shall be computed on the basis of "Labor Surcharge and Equipment Rental Rates" referenced above.
  - 4. To the costs incurred for subcontracted work, a fee of 5%.
    - a. Basis of cost shall be the subcontractor's written quote.
- B. For changes that result in a decrease in cost, the Contractor shall not be entitled to any compensation for loss of expected profit.

**1.3 AUTHORIZATION REQUIRED**

- A. Contractor shall not proceed with work outside the scope, lines or grades shown on the Plans or other documents without proper authorization. Necessary authorization shall be a Work Change Directive or Change Order, properly signed by the Engineer and/or the Owner.
- B. Work done without proper or timely authorization will not be paid.

**END SECTION**

**SECTION 00 65 16**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No. \_\_\_\_\_  
Project: \_\_\_\_\_ Contract No.: \_\_\_\_\_

This  Preliminary  Final Certificate of Substantial Completion applies to:  
 All Work  The following specified portions of the Work:

**[Describe the portion of the work for which Certificate of Substantial Completion is issued]**

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion is hereby established, subject to the provisions of the Contract. The date of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

**[List amendments to Owner's Responsibilities]**

Amendments to Contractor's Responsibilities:  None  As follows:

**[List amendments to Contractor's Responsibilities]**

The following documents are attached to and made a part of this Certificate:

**[List attachments such as punch list; other documents]**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

By Engineer (*signature*): \_\_\_\_\_  
Name (*printed*): \_\_\_\_\_  
Title: \_\_\_\_\_

**END SECTION**

**SECTION 00 65 36**

**GUARANTY**

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

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

Prior to Owner exercising the option to have such repair or replacement performed by others, Owner shall notify undersigned of Owner's intent. Undersigned shall have 10 days to inspect the defective Work, materials and/or equipment and ascertain its condition. Full compensation for furnishing the guaranty will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

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

**END SECTION**



**SECTION 00 65 38**  
**WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

an admitted California Surety, California Certificate No.: \_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Kings River Conservation District, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

**Pool 1 Sediment Removal Project**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in making all necessary repairs, replacement, corrections or adjustments during the Warranty Period, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said 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 of the Specifications accompanying the same shall release or otherwise

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affect its obligation on this Bond, and it does hereby notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

By \_\_\_\_\_(s)

Attorney-in-Fact

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

*NOTE: Date of bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.*

**END SECTION**

WARRANTY BOND  
00 65 38-2

**SECTION 00 72 00**  
**GENERAL CONDITIONS**

**PART 1 GENERAL**

- 1.1 The General Conditions for this Project shall be Chapters 1 through 9, inclusive, of the 2018 California State Standard Specifications of the California Department of Transportation insofar as the same may apply and in accordance with Divisions 0 and 1 of these Specifications. In addition, Chapters 6 and 7, of the United States Army Corps of Engineers (USACE) EM 1110-2-1913 must be referred to as applicable.
- 1.2 In case of conflict between the General Conditions and these Specifications, the order of precedence set forth in paragraph 1.1 D of Section 01 00 05, Specifications, of these Specifications.

**END SECTION**

## SECTION 00 72 20 LEGAL RELATIONS AND RESPONSIBILITIES

### PART 1 GENERAL

- 1.1 The following sections detail changes that shall apply to the State Standard Specifications, Chapter 7.
- 1.2 Contractor is advised that he shall be responsible to follow and abide by all applicable state laws, whether or not they are specifically cited below.

### PART 2 CHANGES TO STATE STANDARD SPECIFICATIONS

- 2.1 **CERTIFIED PAYROLL RECORDS.** - Section 7-1.02K(3) provides email addresses for submittal of certified payroll records. These are not correct for the subject project. All certified payrolls shall be submitted electronically to the California Department of Industrial Relations per the DIR requirements, with an electronic copy to the Kings River Conservation District.

All other rules for certified payrolls remain the same.

- 2.2 **LAWS TO BE OBSERVED.** - the original provisions of Section 7-1.02A shall be deleted and the following substituted therefore:

**'7-1.02A Laws to be Observed.** - The Contractor shall keep itself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work; and shall indemnify the Kings River Conservation District, and all officers and employees thereof connected with the Work, including but not limited to the District and the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing."

### 2.3 INSURANCE REQUIREMENTS

- A. Section 7-1.06B, Casualty Insurance, Section 7-1.06C, Worker's Compensation and Employer's Liability Insurance, and Sections 7-1.06D(1), Liability Insurance – General and 7-1.06D(2), Liability Limits/Additional Insureds, shall be deleted and replaced with the requirements in Section 00 73 16 of these Specifications.
- B. The remainder of Section 7-1.06 shall remain in full force and effect.

- 2.4 **ADDITIONAL PROVISIONS.** - The Following Additional Paragraphs A through H,

Inclusive, Shall Be Inserted at The End Of Chapter 7 Of The Standard Specifications:

- A. **Contractor Not Responsible For Damage Resulting From Certain Acts of God.**  
-As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the Kings River Conservation District. The Contractor shall obtain insurance to indemnify the Kings River Conservation District for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.
- B. **Notice of Completion.** - in accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the Work by the Kings River Conservation District Board, the Kings River Conservation District will file, In the County Recorder's office, a Notice of Completion of the Work.
- C. **Unpaid Claims.** - If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the Kings River Conservation District a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the Kings River Conservation District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the Kings River Conservation District the bond referred to In Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.
- D. **Retainage From Monthly Payments.** - Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the Kings River Conservation District to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Kings River Conservation District or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the Kings River Conservation District between the escrow agent and the Kings River Conservation District which provides that no portion of the securities shall be paid to the Contractor until the Kings River Conservation District has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The Kings River Conservation District will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the Kings River Conservation District of a Notice of Completion. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit."

- E. **Removal, Relocation, or Protection of Existing Utilities.** - In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.

If the Contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.

The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

- F. **Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; investigations; Change Orders; Effect on Contract.** - As required under Section 7104 of the Public Contracts Code, in any public works contract of a local public entity which involves the digging trenches or other, excavations that extend deeper than 1.2 meters (4 feet) below the surface shall be subject to the following conditions: The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity in writing, of any:
- (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from those indicated.
  - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.'

- G. **Resolution of Construction Claims.** - As required under Section 20104, et seq., of the California Public Contract Code, any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by the Kings River Conservation District shall be processed in accordance with the provisions of said Section 20104, et. seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

A single written claim shall be filed under this Article prior to the date of final payment for all demand resulting out of the Contract.

Within 30 days of the receipt of the claim, the Kings River Conservation District may request additional documentation supporting the claim or relating to defenses or claims the Kings River Conservation District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days or receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

Unless further documentation is requested, the Kings River Conservation District shall respond to the claim within 45 days if the amount of the claim is less than \$50,000, or within 60 days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the Kings River Conservation District shall respond within the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than \$50,000, If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Kings River Conservation District, the Kings River Conservation District shall respond within the same amount of time taken by the Contractor to respond or 30 days, whichever is greater.

If the Contractor disputes the Kings River Conservation District's response, or the Kings River Conservation District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Kings River Conservation District within 15 days after the deadline of the Kings River Conservation District to respond or within 15 days of the Kings River Conservation District's response, whichever occurs first. The Kings River Conservation District shall schedule the meet and confer conference within 30 days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue the remedies authorized by law.

**END SECTION**

**SECTION 00 73 15**  
**INDEMNITY AGREEMENT**

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

The Contractor agrees to indemnify and save harmless, the Kings River Conservation District, the State of California, the United States of America, their officers, directors, agents, employees, and consultants from and against all loss or expense, (including costs and attorney fees) on account of injury or death of persons employed by the Contractor, or his sub-contractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof. Upon demand, the Contractor shall defend any suits or actions covered by the terms of this Agreement.

The Contractor will indemnify and save harmless the Owner, the County of Fresno, the Kings River Conservation District, all other participating public agencies who have jurisdiction within the areas in which the work is to be performed (whether or not said agencies are named herein), their officers, directors, agents, employees, and consultants, from and against any and all claims, demands, causes of action, damages (including damages to County property or property of the participating agencies), costs or liabilities (including costs or liabilities of the County or the participating agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by performance of the contract, whether such performance by the Contractor, his subcontractor or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions or other legal proceeding which may be brought or instituted by third persons against the County, the Owner, the participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the County, the Owner, the participating agencies, their officers and employees in any such suit, action, or other legal proceedings.

Pursuant to Civil Code 2782 (A), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the sole active negligence or willful misconduct of the Kings River Conservation District or the Kings River Conservation District's agents, servants, or independent contractors who are directly responsible to the Kings River Conservation District, nor due to defects in design furnished by those persons.

Pursuant to Civil Code 2782 (B), Contractor shall have no obligation to indemnify or save harmless Indemnitees against loss or expense due to the active negligence of Owner.

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, insurance coverages as set forth in Section 00 73 16, Insurance Requirements.

The rights and remedies of the Kings River Conservation District provided in this section shall not be exclusive and are in addition to any other rights and remedies available by law or under this Agreement. This provision shall survive the expiration or termination of this Agreement.



Kings River Conservation District  
Pool 1 Sediment Removal Project

DATE: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_  
Owner, Partner or Officer

Witness-If Corp., Attest & Seal

COMPANY: \_\_\_\_\_

\_\_\_\_\_

**END SECTION**

## **SECTION 00 73 16 INSURANCE REQUIREMENTS**

Before commencing work, Contractor shall obtain at his own expense, and agrees to keep in effect during the life of this Contract, as a minimum requirement, the following insurance coverages issued by a company or companies acceptable to the Owner. All insurance, excepting Workers' Compensation and Occupational Disease Insurance, shall include as additional insured: the Owner, the County of Fresno, the United States Department of Housing and Urban Development, and their officers, directors, agents, employees and consultants.

- 1) Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State of California; and Employer's Liability Insurance in an amount of at least \$1,000,000.00.

- 2) Comprehensive Liability Insurance with limits of:

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

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

- 3) Automobile Liability on occurrence basis covering all owned, non-owned, and hired automobiles for limits of liability of:

Bodily Injury and Property Damage - \$1,000,000.00 each occurrence.

- 4) Builder's Risk Insurance is not required.

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x," "c," or "u" exclusions.

The certificate of insurance shall further provide that ten days notice of cancellation or reduction in coverage shall be given the Owner.

An Additional Insured Endorsement to Contractor's Liability insurance policy naming the County, the Owner, the United States and other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished.

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

**END SECTION**

**SECTION 01 20 00**  
**MEASUREMENT & PAYMENT**

**PART 1 GENERAL**

**1.1 MEASUREMENT**

- A. Unless otherwise specified in the Contract Documents, quantities of Work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.
- B. Mobilization will not be measured as it is a Lump Sum bid item and includes demobilization.
- C. Stormwater Management and Erosion Control will not be measured as it is a Lump Sum bid item.
- D. Clearing and Grubbing is a Final Pay Item as defined by Section 9.102C in the Standard Specifications and will be paid on a percent complete basis up to the final pay quantity. Percent complete will be based on the estimated area completed and as agreed to by the District. The final pay quantity will be verified by aerial drone survey but will not exceed the final pay quantity listed in the bid schedule unless that quantity is changed by the District and provided to the Contractor in writing.
- E. Earthwork is a Final Pay Item and will be measured by aerial drone survey. Once clearing and grubbing of a sediment removal area, A, B, or C, as shown on the plans, is completed and approved by the District, that area(s) will be flown by drone to establish the pre-excavation surface. Subsequent drone flights will be completed weekly or once every two weeks as determined by the District. Subsequent flights will establish a new surface, and the in-place volume of excavated sediment will be determined by comparing the pre- and post- surfaces.
- F. Stockpiling quantities will not be measured but will use Earthwork quantities as described above.
- G. Disposal of Unsuitable Material quantities will be based on the actual weight tags from the disposal facility. The quantity for bidding purposes is estimated at 10 tons.
- H. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental Work is considered to be included in the various items of work bid.

**1.2 INCREASED OR DECREASED QUANTITIES**

- A. All requests for adjustment in quantities shall be made in writing and no later than five working days after notification by the District that the item of Work is complete.

**1.3 PAYMENT**

- A. See Section 01 22 00 Explanation of Bid Items and Order of Work for payment details for each Bid Item.

#### 1.4 FINAL PAY QUANTITIES

- A. Final pay quantities will be designated in the Bid Schedule and in this Section and are not shown on the Plans.
- B. When an item of Work is designated as a Final Pay Quantity, the estimated quantity for that item of Work shall be the final pay quantity unless the District revises the dimensions of any portion of that item or the item or any portion of the item is eliminated.

If the dimension of any portion of the item, or total weight, is revised, and the revisions result in an increase or decrease in the estimated quantity of that item of Work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions or weight. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in proportion to the bid quantity represented by the eliminated portion of the item of Work.

- C. The estimated quantity for each item of Work designated as Final Pay on the Bid Schedule and/or in the Explanation of Bid Items shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

#### 1.5 PARTIAL PAYMENT

- A. Attention is directed to Section 9-1.16 of the State Standard Specifications, which, except as modified herein, shall apply in its entirety.
  - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the Project.
  - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on-site, stored correctly in a secured fenced area subject to, or under the control of, the District and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within 60 days of delivery for payment eligibility.
- B. Partial payments will be allowed for Clearing and Grubbing, and Earthwork bid items and be based on pre- and post-surveys. Partial payments will be scheduled once per week or once every two weeks as determined by the District.
- C. Payment shall not relieve the Contractor from its obligations under the Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the District. Responsibility of ownership shall remain with the Contractor, who shall be obligated to protect any fully or partially completed Work or structure for which

payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work.

#### 1.6 FINAL PAYMENT

- A. Notice of Completion will be filed at the discretion of the District Manager following the substantial completion of the contract items. A Notice of Substantial Completion will be filed with a punch list of the remaining items to be completed.
- B. Final payment will be due thirty-five (35) days after the recording of the Notice of Completion by the District, and all punch list items have been completed.
- C. Upon completion of the Project, the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.

#### 1.7 SECURITIES IN LIEU OF RETENTION AND ESCROW AGREEMENT

- A. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent, who shall then pay those withheld moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request, and the District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of Contractor.
- C. Securities eligible for investment under this Section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District.
- D. Contractor shall be the beneficial District of any securities substituted for moneys withheld and shall receive any interest thereon.

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ herein after called "Owner," \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Contractor" and \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial Owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner, and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement, and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Kings River Conservation District  
Pool 1 Sediment Removal Project

Owner

Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**END SECTION**



## SECTION 01 22 00

### EXPLANATION OF BID ITEMS and ORDER OF WORK

#### PART 1 GENERAL

The Contract payment for the specified items of Work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment, and incidentals and for doing all Work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of Work shall be determined per each or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the District will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the Contractor will be paid for the actual amount of the Work performed in accordance with the contract documents, as computed from field measurements.
  - 1. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such Work and/or material shall be included in the prices paid for other items of Work.

#### 1.1 *BID ITEMS*

**Bid Item 1 – Mobilization/Demobilization, Bonds, Insurance, and Permits:** Payment for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the Work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel, and incidentals from the Project at the end of construction. Payment shall not exceed 10% of the total bid amount for the Project. Payment for mobilization shall be made with the first progress payment and shall not exceed 80 percent of the bid item amount. Payment for demobilization shall be made with the last progress payment and shall not be less than 20 percent of the bid item amount.

**Bid Item 2 – Storm Water Management and Erosion Control:** Payment for this item shall be considered full compensation for all labor, materials, tools, equipment, and incidentals required to perform storm water management and erosion control measures for the Project. This bid item will be paid for by Lump Sum, prorated, based on a percentage of contract work completed.

**Bid Items 3a, 3b, and 3c – Clearing and Grubbing:** Payment for these items shall include full compensation for all labor, materials, tools, equipment, and incidentals making up the cost of all Work involved in clearing and grubbing within the project site as described in the Specifications. Any trimming and removal of existing vegetation in order to complete sediment removal and stockpiling shall be included in this bid item. This bid item is a Final Pay Item and will be paid per acre. Bid quantity shown on the plans is estimated from theoretical dimensions and shall be verified by aerial drone survey as described in Section 01 20 00 Measurement and Payment, paragraph 1.1., subparagraph D.

**Bid Item 4a, 4b, and 4c – Sediment Excavation:** Payment for these items shall be considered full compensation for all labor, materials, tools, equipment, and incidentals required to excavate accumulated sediment from within the channel and floodplain, after completion of clearing and grubbing operations, at the locations and to the lines and depths shown on the plans and specified herein. This bid item is a Final Pay Item, paid per Cubic Yard, and includes excavation to the elevations required, finishing the surface to the elevation tolerance and smoothness necessary, and all other Work required to accomplish the Work in a good and workmanlike manner. Bid quantity shown on the plans is estimated from theoretical dimensions and shall be verified by aerial drone survey as described in Section 01 20 00 Measurement and Payment, paragraph 1.1., subparagraph E.

**Bid Item 5– Disposal of Unsuitable Material:** Payment for this item shall be considered full compensation for all labor, materials, tools, equipment, and incidentals required to excavate, remove, haul, and disposal of unsuitable materials from within the sediment removal areas. This bid item is a Final Pay Item, paid per ton.

## 1.2 ORDER OF WORK

1. All Work shall begin at the Empire Weir and proceed upstream.
2. Once the sediment removal areas are flagged by the Contractor and approved by the District, the Contractor can begin clearing and grubbing operations.
3. Begin clearing and grubbing in area A, then B, then C.
4. Once an area is cleared and grubbed, notify the District, who will have the area flown for the pre-excavation survey.
5. Excavation will proceed similarly to clearing and grubbing, starting in area A and proceeding upstream.
6. Excavated materials will be placed in stockpiles. The primary stockpiles are located at the downstream end of the Project near the Empire Weir and the upstream end of the Project near Jackson Avenue.
7. As directed by the District, secondary stockpiles within the levees will be used if needed.
8. Work will continue to progress in an upstream direction or as directed by the District.

**END SECTION**

## **SECTION 01 31 19**

### **PROJECT MEETINGS**

#### **PART 1 GENERAL**

##### *1.1 PRE-CONSTRUCTION CONFERENCE*

- A. Upon receipt of the Notice to Proceed, the District will arrange a pre-construction conference to be attended by the Contractor, Contractor's superintendent, the District, the Engineer or his representative, and others involved in the execution of the Work.
- B. The purpose of this conference is to establish a working understanding between the parties and to discuss the Construction Schedule, submittals and processing, applications for payment and their processing, and other subjects that may be pertinent for the execution of the Work.

##### *1.2 PROGRESS MEETINGS*

- A. The District or District's representative shall arrange and conduct progress meetings. These meetings shall be conducted weekly unless designated otherwise by the District, and shall be attended by the District or the District's representative, Contractor, Contractor's superintendent, and others active in the Work's execution. The purpose of these meetings shall be to review the schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- B. The agenda of progress meetings shall include a review of progress and schedule, payment requests, the latest Construction Schedule update, and the record documents.

##### *1.3 PROGRESS AND SCHEDULE REVIEW*

- A. The progress of the Work and the Construction Schedule shall be reviewed to verify:
  - 1. Actual start and finish dates of completed activities since the last progress meeting.
  - 2. Duration and progress of all activities not completed.
  - 3. Reason, time, and cost data for Change Order work to be incorporated into the Construction Schedule or payment request form.
  - 4. Payment due to the Contractor based on percentage complete of items in the submitted payment request.
  - 5. After each monthly update, the Contractor shall electronically submit to the District the last accepted Construction Schedule, revised in accordance with the monthly review.

##### *1.4 REVIEW OF PAYMENT REQUEST*

- A. The Contractor shall have his copy of the payment request and all other data required by the Contract Documents completed prior to the progress meeting. The District or the District's representative will process Contractor's payment request after satisfactory review of the schedule update.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**

## SECTION 01 42 13 DEFINITIONS AND ABBREVIATIONS

### PART 1 GENERAL

#### 1.1 DEFINITIONS AND TERMS

- A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
1. Board: Kings River Conservation District Board of Directors.
  2. Calendar Day: Every day shown on the calendar.
  3. Contractor: The word "Contractor" means the person, firm, or corporation to whom the award is made. Subcontractors, as such, will not be recognized.
  4. Contract Unit Price: The Contractor's original bid for a single unit of an item of Work in the Proposal.
  5. Contract Time: The number of calendar days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of calendar days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day is Sunday or a legal holiday, that shall be excluded.
  6. District: Kings River Conservancy District, or authorized representative.
  7. Engineer: Authorized representative of the District, Geosytec Consultants, Fresno, CA, 559-479-2013.
  8. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of Work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
  9. General Conditions: As specified in Section 00 72 00 – General Conditions.
  10. General Requirements: All specifications contained in Division 1.
  11. Notice: Any notice allowed or required to be given by the District may be given by the Engineer.
  12. Owner: Kings River Conservation District (District).
  13. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.

14. Plans: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Engineer, which show the location, character, dimensions or details of the Work.
15. Proposal: The offer of a Bidder, when submitted on the Proposal form; properly signed and guaranteed.
16. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of the American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
17. Salvage: The protection storage, and/or removal of specified existing equipment, parts, or materials during the Work for retention and later use by the District.
18. State: The State of California.
19. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
20. State Standard Specifications: Standard Specifications for the Project are those entitled "Standard Specifications, State of California, Business and Transportation Agency, Department of Transportation," current version, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 48 of these Specifications.
21. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of stormwater.
22. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.
23. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution, and completion of the Work and for the satisfaction of all obligations incurred.

24. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated, or maintained in or across a public right-of-way or private easement.
25. Water Main: Any conduit and appurtenances intended for the distribution of water.
26. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

## 1.2 REFERENCED STANDARDS

- A. The standards referred to, except as modified, shall have full force and effect as though printed in this Specification and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the District. The District will furnish, upon request, information as to how copies may be obtained.

## 1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
BMP	Best Management Practice(s)
CAL/OSHA	California Occupational Safety and Health Administration
CALTRANS	California Department of Transportation
CASQA	California Stormwater Quality Association
CBC	California Building Code
CCR	California Codes of Regulations
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
PCA	Portland Cement Association
SSPWC	Standard Specifications for Public Works Construction (Greenbook)
USBR	U.S. Bureau of Reclamation
USGS	United States Geological Survey

## PART 2 PRODUCTS

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**



**SECTION 01 50 00**  
**TEMPORARY FACILITIES**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved.

**1.2 TEMPORARY UTILITIES**

A. Water

1. The Contractor shall provide water where appropriate during construction. See Section 01 51 36 -- Watering of these specifications for details.
2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

B. Sanitary Facilities

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

**1.3 TEMPORARY CONSTRUCTION FACILITIES**

- A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, at a minimum, conform to the requirements of Cal/OSHA.

- C. At such time, or times, any temporary construction facilities and utilities are no longer required for the Work; the Contractor shall notify the District of his intent and schedule for removal of the temporary facilities and obtain the District's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the Site as his property and leave the Site in such condition as specified, as directed by the District, and/or as indicated on the Plans.

#### 1.4 ACCESS ROADS AND STAGING AREA

- A. Adequate access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall limit the location of his storage of equipment and materials outside of the project site. The Contractor shall make his own arrangements for space that may be required and bear all associated costs. The Contractor shall provide any temporary storage required to protect equipment and materials as recommended by manufacturers of such materials.
- B. Storage and protection:
  - 1. Materials and equipment shall be stored in accordance with the supplier's written instructions, with seals and labels intact and legible.
  - 2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure materials and equipment are undamaged and maintained under required conditions.

### **PART 2 PRODUCTS**

NOT USED

### **PART 3 EXECUTION**

NOT USED

**END SECTION**

## **SECTION 01 51 36**

### **WATERING**

#### **PART 1 GENERAL**

##### **1.1 WORK INCLUDED**

- A. The Work of this Section consists of furnishing, hauling, and applying water required for compaction of temporary embankments, dust control, and any other construction operation.

##### **1.2 RELATED WORK**

- A. Section 01 50 00 – Temporary Facilities
- B. Section 01 57 23 Stormwater Management
- C. Section 01 57 27 – Dust Control
- D. Section 31 23 00 – Earthwork
- E. Section 31 23 35 – Disposal of Materials

##### **1.3 REFERENCES**

- A. State Standard Specifications Section 10-6, Watering

#### **PART 2 PRODUCTS**

##### **2.1 WATER**

- A. Free of debris, organic matter, and other objectionable substances.

#### **PART 3 EXECUTION**

##### **3.1 WATER TRUCK**

- A. At least 1,000-gallon capacity.
- B. Keep at least one water truck on Site at all times unless District approves the removal of the truck from the Site before final completion.

##### **3.2 APPLICATION**

- A. Ensure a uniform application of water for optimum moisture content. Avoid excessive runoff and minimize water waste.
- B. The Contractor may water excavation areas before excavating to control dust.

- C. If overwatering occurs, dewater at no additional expense to the District.

### 3.3 SPECIAL CONTROLS

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

#### A. Dust Control

- 1. As specified in Section 01 57 27, Dust Control

#### B. Water

- 1. The Contractor is responsible for providing water to the Project site as specified in this Section.
- 2. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.
- 3. Full compensation for furnishing all labor, materials, tools, and equipment and for doing all Work involved in furnishing and applying water as required by the Contract Documents and Specifications, State Standard Specifications, shall be considered as included in the contract unit prices paid for other items of Work and no additional allowance will be made, therefore.

**END SECTION**

**SECTION 01 57 23**  
**STORM WATER MANAGEMENT**

**PART 1 GENERAL**

- A. This Project is considered a regular maintenance activity performed to restore a flood facility's original line, grade, or capacity; therefore, a formal Storm Water Pollution Prevention Plan is not required. However, specific best management practices (BMPs) shall be installed to protect the surrounding property and the environment.
- B. The Contractor shall furnish and exercise every reasonable precaution to protect channels and bodies of water from pollution and provide all labor, materials, tools, and equipment necessary to prevent stormwater pollution associated with construction activities, including installation, maintenance, and final removal of all temporary erosion and sediment control measures, in accordance with the requirements of the Contract Documents.

**1.1 SUBMITTALS**

- A. Submittals under this Section shall be completed and submitted at least two weeks prior to beginning work and within 10 days of issuance of the Notice to Proceed.
  - 1. Submit construction details for all proposed BMPs. All BMPs and details shall be in accordance with Section 2.1 below.

**1.2 QUALITY ASSURANCE**

At a minimum, the following measures shall be taken to help control storm water-based pollution.

- A. Before commencing grading, excavation, or stockpiling in any part of the Site, the Contractor shall construct swales, diversion channels, and other measures to guide runoff away from the work area and to capture eroded material before it reaches natural water courses.
- B. Clearing, grubbing, excavation, and stockpiling shall be limited to those areas of the Project site as shown on the plans. Minimize the area exposed and unprotected.
- C. Clearly mark and delineate the limits of Work as shown on the plans. Equipment shall not be allowed to operate or disturb existing vegetation outside the limits of Work.
- D. Excavation and grading shall be completed in dry conditions during the dry season to the maximum extent possible. The Contractor shall halt operations and notify the District if rainy weather or wet conditions are encountered.

**1.3 GENERAL REQUIREMENTS**

- A. The Contractor shall exercise care in preserving vegetation and protecting property to avoid disturbing areas beyond the limits of the Work and promptly repair any

damage caused by Contractor operations.

- B. The Contractor shall provide all necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from the Site to the maximum extent practicable. These water pollution control devices include structural BMPs, slope protection blankets, and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.
- C. Stockpiles of removed sediment and other construction-related materials shall be protected from being transported from the Site by wind or water using covers or equivalent. Stabilize the stockpile surface with surface roughening, erosion control blankets, or plastic sheeting.
- D. The Contractor shall properly store and handle fuels, oils, solvents, and other toxic materials in a manner not to contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facilities. All approved toxic storage containers shall be protected from the weather. Spills shall be cleaned immediately, and soiled materials shall be properly disposed of. Spills shall not be washed into live streams, channels, drains, storm drains, or other water conveyance facilities.
- E. Non-stormwater runoff from equipment washing, vehicle washing, and any other activities shall be contained at the work site and properly disposed of. Non-stormwater runoff shall not be allowed to enter live streams, channels, drains, storm drains, or other water conveyance facilities.
- F. The Contractor shall prevent sediments and other materials to be tracked from the Site by vehicle traffic. Construction entrance roadways shall be stabilized to prevent sediments from being deposited in public ways. The Contractor shall immediately sweep up accidental depositions and not allow depositions to be washed away by rain or by any other means.

#### 1.4 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with the State Water Resources Control Board (SWRCB) requirements, RWQCB, California Administrative Code, California Building Code, District, and any other agencies having jurisdiction in stormwater and non-stormwater discharges and waste management.

#### 1.4 REFERENCES

- A. Caltrans Construction Site BMP Manual, May 2017

### **PART 2 PRODUCTS**

#### 2.1 GENERAL

- A. Materials furnished for BMPs shall meet the requirements of the Caltrans Construction Site BMP Manual, May 2017 (or the most current version) unless otherwise indicated.

- B. Before the Work begins, sufficient equipment shall be available on the Site to assure that the operation and adequacy of erosion control BMPs can be continuously maintained.

### **PART 3 EXECUTION**

#### **3.1 GENERAL DESCRIPTION**

- A. The Contractor shall install and maintain all pollution, erosion, and sediment control measures and carry out daily inspections. Sediment control measures shall include, but not be limited to the following:
- Stockpile Management; per Caltrans Construction Site BMP Manual, WM-3
  - Temporary Construction Entrance/Exit; per Caltrans Construction Site BMP Manual, TC-1
  - Vehicle and Equipment Fueling and Maintenance; per Caltrans Construction Site BMP Manual, NS-9 and NS-10
- B. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediately stockpile area by implementing applicable BMPs, including but not limited to the construction of temporary toe-of-slope ditches and accompanying silt fences as necessary. If the BMPs prove inadequate to control sediment transport and erosion on the Site, the Contractor shall implement additional provisions to obtain effective control without delay.
- C. To reduce tracking of mud and dirt onto public roads by construction vehicles, temporary construction entrance/exit(s) are required.
- D. Vehicle and equipment parking, fueling, and maintenance shall not occur within the active floodplain, defined herein as within the flood control levees.
- E. The Contractor shall be responsible for taking the proper actions to prevent contaminants and sediments from leaving the project Site. The Contractor shall take immediate action if directed by the Construction Manager or if the Contractor observes the discharge of contaminants and/or sediments from the Site.

#### **3.2 FIELD QUALITY CONTROL**

- A. The Contractor shall maintain the BMPs and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

#### **3.3 MAINTENANCE OF TEMPORARY FACILITIES**

- A. Inspect erosion and sediment control structures daily, including site exit locations.
- B. Sediment shall be removed from behind run-off control structures after each storm or as directed by the District.
- C. If areas are seeded, Contractor shall examine those areas during and after major storms to check that grass is becoming established.

**3.4 *DISPOSAL OF SEDIMENT FROM STORM WATER POLLUTION CONTROL STRUCTURES***

- A. Sediment excavated from temporary sediment control structures shall be disposed of on the Site with general excavation and stockpiling operations. Any trash shall be removed before reuse.
- B. Contractor shall place the sediment removed from traps and other structures where it will not enter a storm drain or water course and where it will not immediately reenter the basin.

**3.5 *REMOVAL OF TEMPORARY STORMWATER POLLUTION CONTROL MEASURES***

- A. Contractor shall request authorization from the District before removing temporary control measures.

**END SECTION**



**SECTION 01 57 27**  
**DUST CONTROL**

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. The Work of this Section consists of implementing measures to prevent air pollution during construction activities in accordance with Federal, State, and local regulations.

**1.2 RELATED WORK**

- A. Section 01 50 00 – Temporary Facilities
- B. Section 01 51 36 – Watering
- C. Division 31 – Earthwork

**1.3 REFERENCES**

- A. San Joaquin Air Pollution Control District (SJVAPCD) Regulation VIII.
- A. Caltrans Construction Site BMP Manual, May 2017, Wind Erosion Control WE-1.

**1.4 QUALITY ASSURANCE**

- A. Control the rate and effect of watering in such a manner as to avoid all objectionable settlement and subsidence as approved by the District and to assure the integrity of the finished Work.
- B. Clearly mark and delineate the work limits activities.

**1.5 REGULATORY REQUIREMENTS**

- A. Contractor shall comply with all provisions of the SJVAPCD regulations, as well as Federal and State regulations.

**PART 2 PRODUCTS**

**2.1 EQUIPMENT**

- A. Before the Work begins, sufficient equipment and resources shall be available on the Site to assure that the operation and adequacy of the dust control measures can be continuously maintained.

**2.2 DUST CONTROL MEASURES**

- A. Water shall be available to the Contractor for dust control as specified in section 01 50 00 – Temporary Facilities.

**PART 3 EXECUTION**

**3.1 GENERAL DESCRIPTION**

- A. Dust control measures shall include, but may not be limited to, Water application, reduction of vehicle speed on Site, utilization of gravel pads, and grizzlies.
- B. Furnish, install, maintain, and operate necessary control measures and other equipment necessary to prevent dust. Temporary measures shall be to the Contractor's design, and the Contractor shall be solely responsible for risks related to dust control management during construction.

**3.2 DUST CONTROL**

- A. The Contractor shall take whatever steps, procedures, or means required to limit dust generated by his operations during the Work, including Saturdays, Sundays, and Holidays. Dust shall be controlled to the standards of the local governing agency or, in the absence of local standards, to the satisfaction of the District. Dust control shall extend to any unpaved road the Contractor or any of his subcontractors are using, excavation or fill areas, clearing and grubbing operations, and any other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the local governing agency or, in the absence of same, the District.
- B. If the dust control is not adequate in the opinion of the District, this Work may be done by others, and the cost shall be deducted from the total payment due to the Contractor.

**END SECTION**

**SECTION 01 57 50**  
**CONSTRUCTION STAKES, LINES, AND GRADES**

**PART 1 GENERAL**

**1.1 LINES AND GRADE**

- A. The Work shall be executed in accordance with the lines and depths indicated in the Contract Documents. Distances and measurements shall be made on horizontal planes.

**1.2 DISTRICT'S SURVEY SERVICES**

- A. No construction staking will be provided for the Project. Based on the points provided on the plans, the Contractor will provide the initial stakeout of the following:
- Sediment Removal Areas A, B, and C
  - Stockpile locations
- B. The District will verify the initial stakeout and make any modifications to those areas based on field verification of the sediment to be removed. Once the limits of Work are established, the Contractor shall be responsible for preserving the limit markers until they are needed for construction. The Contractor shall also be responsible for establishing reference markers and offsets to be used for re-establishing any markers that may get destroyed during the execution of the Work.
- C. All design grades and depths shall be relative to the existing surfaces, and no design elevations will be provided or needed. The District will not be responsible for providing any stakes or markings beyond the initial field verification listed above.
- D. Topography used for design of this Project is based on a 2018 LiDAR Survey; no additional survey was completed. Horizontal/vertical control shown on the plans is based on NAD83. Contractor to field verify points shown on plans.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**

**SECTION 01 77 00**  
**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

**1.1 GENERAL**

- A. It is the intent of these Contract Documents that the Contractor shall complete sediment removal activities and stabilized stockpiles within 90 days of Notice to Proceed or until the work area becomes inundated with water, whichever comes first.

**1.2 CLEANING**

- A. Throughout the period of construction, the Contractor shall keep the Worksite free and clear of all rubbish and debris and shall promptly remove from the Site, or property adjacent to the Site of the Work, all unused and rejected materials.

**1.3 FINAL SITE CLEAN-UP**

- A. Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work all surplus material and equipment belonging to him or used under his direction during construction.
- B. The Contractor shall restore to original condition all property not designated for alteration by these Contract Documents.

**1.4 WASTE DISPOSAL**

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

**1.5 PROJECT RECORD DOCUMENTS**

- A. The Contractor shall maintain at the Site, available to the District and Engineer, one copy of the Contract Documents, Drawings, Change Orders, and other modifications in good order and annotated to show all changes made during construction. These Documents shall be delivered to the District upon completion of the Work.
- B. Record documents shall be reviewed during progress meetings to ascertain that all changes have been recorded.
- C. Store Record Documents separate from documents used for construction.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**

**SECTION 02 01 20**  
**PROTECTION OF UNDERGROUND**  
**FACILITIES AND SURVEY MONUMENTS**

**PART 1 GENERAL**

**1.1 UNDERGROUND UTILITIES**

- A. While no underground utilities are known to exist within the sediment removal areas, there is a possibility that they could exist. If an underground utility is uncovered or revealed at or contiguous to the Site, which was not shown or indicated in the Contract Documents, the Contractor shall develop and execute a work plan, subject to District's approval, to protect or remove the underground facilities.
- B. Attention is directed to the possible existence of underground utilities not indicated on the Construction Drawings or in these Technical Specifications and to the possibility that underground utilities may be at a location different from that indicated on the Drawings or in these Technical Specifications. The Contractor shall be responsible for verifying the location of underground utilities, including contact of Underground Service Alert (USA) at 1 800 642 2444, at least 48 hours prior to beginning work.

**1.2 SURVEY MARKERS AND PERMANENT REFERENCE POINTS**

**A. Surveying and Permanent Survey Markers**

The Contractor shall not disturb permanent survey markers without the consent of the Engineer and shall bear the expense of replacing any that may be disturbed without permission.

- 1. Replacement of survey markers shall be done only by the Engineer.
- 2. If disturbing markers cannot be avoided, the District shall pay the cost of replacing said markers.

**B. Lot Corner Monuments**

The Contractor shall preserve property line and corner survey markers except where their destruction is unavoidable, and the Contractor is proceeding in accordance with accepted practice. Markers lost or disturbed by his operations shall be replaced at the Contractor's expense by the Engineer.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END SECTION**

**SECTION 31 11 00**  
**CLEARING AND GRUBBING**

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. The Work of this Section consists of clearing, grubbing, chipping, transporting, and stockpiling shrubs, roots, vegetation, and other organic materials within the clearing limits.
- B. Clearing, transporting, and disposal and non-organic material within the clearing limits.
- C. Protect trees within 10 feet of the clearing limits that may be harmed by construction activities.

**1.2 RELATED WORK**

- A. Section 02 41 00 – Demolition
- B. Section 31 23 00 – Earthwork
- C. Section 01 57 23 – Storm Water Management
- D. Section 01 56 16 – Dust Control

**1.3 REGULATORY REQUIREMENTS**

- A. Dispose of non-organic removed materials in a legal manner at an approved disposal facility.

**1.4 REFERENCES**

- A. Section 15 – Existing Facilities, State Standard Specifications
- B. Section 19 – Earthwork, State Standard Specifications

**PART 2 PRODUCTS**

**2.1 NOT USED**

**PART 3 EXECUTION**

**3.1 CLEARING AND GRUBBING**

- A. Clear the specified areas by removing, above the natural ground surface, all existing vegetable growth such as trees, shrubs, logs, stumps, roots of down trees, brush, and similar material.

- B. Grub the specified areas below the natural ground surface to a depth necessary to remove all boulders, stumps, roots, buried logs, and other objectionable material.
- C. Chip removed stumps, roots, logs, trees, shrubs, brush, and stockpile.

### 3.2 *PRESERVATION*

- A. If indicated or required, preserve trees, plants, rock outcroppings, or other features designated to remain. Protect trees and plants from damage; fell trees in a manner which shall not injure standing trees, plants, and improvements which are to be preserved.

### 3.3 *STOCKPILE*

- A. Stockpile chipped materials and any other removed vegetation and organic materials at locations shown on the plans.

**END SECTION**



## **SECTION 31 23 00**

### **EARTHWORK**

#### **PART 1 GENERAL**

##### **1.1 WORK INCLUDED**

- A. Excavate, haul, rough grade, and stockpile excavated material as indicated on the Plans.
- B. Dispose of unsuitable material off-site or in designated areas, as directed by the Engineer.
- C. Place and remove temporary embankment material to facilitate ingress and egress off of the levee and to the sediment removal areas.

##### **1.2 RELATED WORK**

- A. Section 01 51 36 – Watering
- B. Section 01 57 27 – Dust Control
- C. Section 01 57 50 – Construction Stakes, Lines, and Grades
- D. Section 01 57 50 – Construction Stakes, Lines, and Grades
- E. Section 02 01 20 – Protection of Underground Facilities and Survey Monuments
- F. Section 31 11 00 – Clearing and Grubbing
- G. Section 31 23 35 – Disposal of Materials

##### **1.3 REFERENCES**

- A. Section 15 – Existing Facilities, State Standard Specifications
- B. Section 18 – Dust Palliatives, State Standard Specifications
- C. Section 19 – Earthwork, State Standard Specifications

##### **1.4 CONTROL AND DIVERSION OF WATER**

- A. General – The Contractor shall furnish or procure all materials and labor required for constructing and maintaining all necessary cofferdams, channels, flumes, drains, sumps, and/or other temporary diversion and protective works and shall furnish, install, maintain, and operate all necessary pumping and other equipment for removal of water from the various parts of the Work and for maintaining the foundations and other parts of the Work free from water.
- B. Plan – Prior to beginning any work on the removal of water from the site, the Contractor shall submit for the Engineer's approval a water control plan showing his proposed method for the removal of water from foundations and other parts of the Work.

**1.5 DEFINITION**

- A. Unsuitable Material: Material containing trash, debris, oversized material, or other foreign and objectionable materials.

**1.6 PROJECT CONDITIONS**

- A. Underground utilities may exist at this Site. Contractor shall take all necessary precautions to protect said utilities.
- B. Arrange construction sequences to provide the shortest practical time that trenches will be open to avoid hazards to the public and to minimize the possibility of trench collapse.
- C. Obtain all required permits and licenses before installing utilities and follow the rules and requirements of the authority having jurisdiction.
- D. Notify Engineer of unexpected subsurface conditions.

**PART 2 PRODUCTS**

- A. *NOT USED*

**PART 3 EXECUTION**

**3.1 GENERAL**

- A. All fill and disturbed surfaces shall be compacted to a minimum of 90 percent relative compaction unless noted.

**3.2 PREPARATION**

- A. Identify required lines, levels, contours, and datum.

**3.3 MOISTURE CONTROL**

- A. Water development, hauling, and application shall be in accordance with State Standard Specifications Section 10-6, Watering.

**3.4 EXCAVATION**

- A. Excavate the specified areas as shown on the Plans.

**3.5 ENGINEERED FILL AND EMBANKMENT CONSTRUCTION**

- A. Before placing temporary embankment material, scarify the ground surface to provide ample bond between old and new material, as shown on the Plans. Place embankment material in layers not exceeding eight inches, loose measurement.
- B. Compaction shall be in accordance with State Standard Specifications, Section 19-5. Compact each layer before placing the next layer. As the compaction of each layer progresses, continually level and adjust the application of water to ensure uniform moisture and density. Removal of excess water shall be accomplished through aeration by plowing, blading, disking, or other methods satisfactory to the Engineer.

**3.6 DEWATERING**

- A. No dewatering is expected on this Project.

**3.7 UNSUITABLE MATERIAL**

- A. Unsuitable material shall be excavated and disposed of in a lawful manner off the project site. The Engineer shall approve all disposal prior to initiating the Work.

**3.8 SURFACE FINISH WORK**

- A. Levees: Repair any damage to the Levees as a result of this Work to pre-project conditions. Remove any temporary embankment materials used to create haul or access roads off the levee.
- B. Open Areas: Grade all disturbed areas, blending with adjacent terrain. Minor irregularities will be permitted.
- C. Drainage Ditches: Restore any existing drainage ditches disturbed by construction activity and any drainage ditches constructed to control water to the appropriate line and grade, as directed by the Engineer.
- D. Clean Up: Remove all rubbish and excess material for disposal as approved, and leave area in a neat, satisfactory condition.

**3.9 STOCKPILE REMOVED SEDIMENT**

- A. All removed sediment shall be stockpiled in the locations shown on the plans. Stockpile locations near the Empire Weir and Jackson Avenue shall be the primary locations for placement. The stockpile areas within the Army Corps Levee will be used, if needed, at the direction of the Engineer.
- B. Stockpiles shall be kept neat and confined.

**END SECTION**

## **SECTION 31 23 35**

### **DISPOSAL OF MATERIALS**

#### **PART 1 GENERAL**

##### *1.1 WORK INCLUDED*

- A. Disposal of unsuitable material, concrete, asphalt concrete, rubbish, and other debris, as described below.

##### *1.2 RELATED WORK*

- A. Section 01 57 23 – Storm Water Management
- B. Section 01 57 27 – Dust Control
- C. Section 31 11 00 – Clearing and Grubbing
- D. Section 31 23 00 – Earthwork

##### *1.3 REFERENCES*

- A. Section 16 – Clearing and Grubbing, State Standard Specifications
- B. Section 17 – Watering, State Standard Specifications
- C. Section 19 – Earthwork, State Standard Specifications

##### *1.4 GENERAL*

- A. The Contractor shall be responsible for cleaning and disposing of waste materials and rubbish. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, State, and local laws and regulations and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.
- B. The Contractor shall keep records of the types and amounts of waste materials produced and disposal of all waste materials on or off the jobsite.
- C. The cost of disposing of waste materials other than unsuitable materials shall be included in the prices bid in the schedule for other items of Work.

#### **PART 2 PRODUCTS**

Not Used

#### **PART 3 EXECUTION**

##### *3.1 DISPOSAL OF EXCAVATED MATERIAL*

- A. All unsuitable material shall be hauled off-site and properly disposed of.

### 3.2 *DISPOSAL OF HAZARDOUS WASTE AND MATERIALS*

- A. Materials or wastes, defined as hazardous by 40 CFR 261.3 or by other Federal, State, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, State, and local laws and regulations. Unknown waste materials that may be hazardous shall be tested, and the test results shall be submitted to the Engineer for review.
- B. Waste materials known or found to be hazardous shall be disposed of in approved treatment or disposal facilities. Hazardous wastes shall be recycled whenever possible. A copy of all hazardous waste manifests shall be sent to the Engineer.
- C. The Engineer shall immediately report waste materials discovered at the construction site. If the waste may be hazardous, the Engineer may order delays in the time of performance or changes in the Work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the Contract in accordance with the applicable clauses of the Contract.

### 3.3 *CLEANUP*

- A. The Contractor shall keep work and storage areas free from accumulations of waste materials and rubbish, and before completing the Work, shall remove all plant facilities, buildings, including concrete footings and slabs, rubbish, unused materials, concrete forms, and other like materials, which are not a part of the permanent Work.
- B. Upon completion of the Work, and following removal of construction facilities and required cleanup, work areas shall be regraded and left in a neat manner conforming to the natural appearance of the landscape.

**END SECTION**