

SPECIFICATION NO. 17-09

CONTRACT NO. C51544
BID, CONTRACT AND SPECIFICATIONS

SPILLWAYS

OROVILLE EMERGENCY RECOVERY

State Water Facilities
Oroville Field Division
Butte County
California

VOLUME I OF II



CONFIRMED

2017

CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
STATE OF CALIFORNIA

***** NOTICE *****

Conformed copies include reproductions of the bid form, contract form, and addendum inserts, if applicable.

The above mentioned materials are provided solely for your convenience. The Department does not assume responsibility for discrepancies of any nature between these materials and the official contract documents which were executed for the subject contract.

INTRODUCTORY INFORMATION

DOCUMENT 00002

NOTICE TO CONTRACTORS

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Sealed bids for

SPILLWAYS
OROVILLE EMERGENCY RECOVERY
STATE WATER FACILITIES
OROVILLE FIELD DIVISION
BUTTE COUNTY
CALIFORNIA
SPECIFICATION NO. 17-09
CONTRACT NO. C51544

will be received by the Department of Water Resources at the Resources Building, 1416 Ninth Street, Room 418, Sacramento, California 95814, not later than **2:00 P.M. on SATURDAY, APRIL 15, 2017**, at which time they will be publicly opened and read at an announced location in the vicinity of such office.

NOTE: Bidders/Visitors should allow sufficient time for checking in with Security upon entering main floor of the Resources Building.

Bid forms for this work are included in a separate booklet titled BID FORM.

Bids will be considered only if submitted for all the work required for the above project. The work is defined in Section 01110 – Summary of Work, and includes the following principal features:

1. Site work includes developing the following areas:
 - a. Access.
 - b. Staging areas.
 - c. Rock processing areas.

00002-1

(Addn. No. 2, Pg. 2) K-17

DOCUMENT 00002

NOTICE TO CONTRACTORS

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Sealed bids for

SPILLWAYS
OROVILLE EMERGENCY RECOVERY
STATE WATER FACILITIES
OROVILLE FIELD DIVISION
BUTTE COUNTY
CALIFORNIA
SPECIFICATION NO. 17-09
CONTRACT NO. C51544

will be received by the Department of Water Resources at the Resources Building, 1416 Ninth Street, Room 418, Sacramento, California 95814, not later than **2:00 P.M. on WEDNESDAY, APRIL 12, 2017**, at which time they will be publicly opened and read at an announced location in the vicinity of such office.

NOTE: Bidders/Visitors should allow sufficient time for checking in with Security upon entering main floor of the Resources Building.

Bid forms for this work are included in a separate booklet titled BID FORM.

Bids will be considered only if submitted for all the work required for the above project. The work is defined in Section 01110 – Summary of Work, and includes the following principal features:

1. Site work includes developing the following areas:
 - a. Access.
 - b. Staging areas.
 - c. Rock processing areas.

SUPERSEDED

- d. Portland cement concrete plants and Roller Compacted Concrete plant areas.
 - e. Additional stockpile areas.
 - f. Establishing material transport including conveyor belts, cranes and haul routes.
 - g. Construction office and laboratory trailers for both the Department and the Contractor.
 - h. Construction and vehicle parking areas.
2. Work Site Security:
- a. Control site ingress and egress.
 - b. Provide security system with access control, badging, and electronic monitoring
3. Protection of Environmental Resources.
4. Selective Demolition:
- a. Removal of concrete panels and construction debris.
5. Earthwork:
- a. Excavation, backfill, drain material, pervious backfill, and earthwork testing.

[REDACTED]

[REDACTED]

7. Foundation Preparation:
- a. Foundation preparation is required prior to placement of concrete products.
 - b. Clean foundation down to intact/firm rock.
 - c. Remove loose debris.
 - d. Pressure wash, air blast, or other methods that results in a high degree of cleanliness. Remove infilling of the narrow joints and seams.

[REDACTED]

- a. [REDACTED]

[REDACTED]

- a. [REDACTED]

11. Structural Concrete:

- a. FCO Chute Slab and Walls, and Emergency Spillway Crest Cut-Off Wall and Secant Pile Cut-Off Wall.
- b. Formwork, waterstops, and joint details.

12. Anchor Bars and Rock Bolts:

[REDACTED]

- b. [REDACTED]
- c. Rock bolts will be installed as needed and as directed.

13. Environmental Mitigation.

Quantities of work, materials, and equipment required for completion of the work are specified in Document 00410 – Bid Schedule, which is subject to change.

1. WAGE RATES

Pursuant to sections 1770 through 1773.9 of the California Labor Code, the Director of Industrial Relations has determined the general prevailing rate of per diem wages for the locality in which the work is to be performed. Such rates are on file for inspection at the office of the Department of Water Resources, Room 418, 1416 Ninth Street, Sacramento, California 95814.

8. Dental Concrete and Backfill Concrete:

[REDACTED]

9. Roller Compacted Concrete (RCC):

[REDACTED]

10. Drains and Drain Pipes:

[REDACTED]

11. Structural Concrete:

- a. FCO Chute Slab and Walls, and Emergency Spillway Crest Cut-Off Wall and Secant Pile Cut-Off Wall.
- b. Formwork, waterstops, and joint details.

12. Anchor Bars and Rock Bolts:

[REDACTED]

- c. Rock bolts will be installed as needed and as directed.

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SUPERSEDED

Copies may be obtained from the State of California, Department of Industrial Relations, Office of Policy, Research, and Legislation (OPRL), Labor Research and Statistics Office, P. O. Box 420603, San Francisco, California 94142, telephone (415) 703-4774, fax (415) 703-4771. Prevailing wage determinations may be obtained over the Internet through California Department of Industrial Relations, Division of Labor Statistics and Research's Home Page at <http://www.dir.ca.gov/dlsr/>. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. LICENSING

Bidders shall be licensed for the work as required by the Business and Professions Code. Contractor's license classification(s) for this work: A (Determined by Contractors' State License Board).

3. BIDDING

Forms of bid and contract, drawings and specifications for the project may be obtained only at the Department of Water Resources, 1416 Ninth Street, Room 418, Sacramento, California 95814, between the hours of 7:30 a.m. – 12:00 noon and 12:30 – 4:00 p.m. or by mail upon written request to the Department of Water Resources, P. O. Box 942836, Sacramento, California 94236-0001, Attention: Jim Veres, Contract Coordinator, Spec. No. 17-09, telephone (916) 653-4867, fax (916) 653-6166, or by e-mail at doe_specs@water.ca.gov. Drawings and specifications may be seen at the above location or at Pearblossom Project Headquarters at 34534 116th Street East, P. O. Box 1250, Pearblossom, California 93553.

Drawings and specifications furnished to entities not meeting prequalification or joint venture bidding requirements, or the subcontractors, suppliers, or other parties not interested in bidding on the work, shall not be used for bidding purposes and will be stamped, "Information Copy for Estimating Purposes Only".

4. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

The work herein proposed may be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government with respect thereto will apply to such work. In performance of the contract, Contractor shall comply with the contract provisions listed in Paragraph 1.H. of Document 00800 – Supplementary General Conditions.

5. DVBE AND SMALL BUSINESS PARTICIPATION

Participation by Disabled Veteran Business Enterprises (DVBE) and qualification for Small Business Preference shall be as provided by Document 00206 – Instructions for DVBE Goal and Incentive and Document 00201 – Instructions for Small Business Preference. A DVBE incentive will be applied during bid evaluation in accordance with Document 00206, Paragraph 2 – DVBE Incentive.

In addition, the Department has set a 25 percent Small Business Enterprise (SBE) participation goal in its contracting and is tracking Small Business participation in its contracts. The Department encourages bidders to explore certification as a Small Business and/or Disabled Veteran Business Enterprise and to utilize certified Small Business and Disabled Veteran Business Enterprises during the contract term.

Certification information may be obtained from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services:

Business Hours:

Monday – Friday, 8:00 a.m. to 5:00 p.m.

Mailing Address:

Office of Small Business and DVBE Services, Room 1-400, MS 210
Post Office Box 989052
West Sacramento, California 95798-9052

Physical Location:

707 Third Street, 1st Floor, Room 400
West Sacramento, California 95605

Telephone: (916) 375-4940

Toll Free: (800) 559-5529

Facsimile: (916) 375-4950

E-mail: OSDSHelp@dgs.ca.gov

Internet Address:

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

List of certified SB/DVBE Firms:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

General listings of certified Small Business and Disabled Veteran Business Enterprises may be obtained from the Certified Firm Inquiry Services at the above internet address. Listings of certified Disabled Veteran Business

Enterprises specific to this contract may be obtained by contacting the DVBE Program Coordinator at (916) 653-5490 (phone) or doumon.kashkooli@water.ca.gov (e-mail).

6. CONTRACT COORDINATOR

Questions relating to bidding may be directed to the Contract Coordinator of the Department of Water Resources in Sacramento, at the location or address given above, or at telephone (916) 653-4867. Questions or requests for clarification of the drawings or specifications shall be made in writing at least 7 days before the scheduled opening of bids. Response, if appropriate, will be furnished to all prospective bidders. A tour or meeting regarding the work site will be scheduled and conducted by the Department.

7. PREBID BRAND AND TRADE NAME REQUESTS

Pursuant to Public Contract Code section 10129, alternatives to a designated material, product, thing, or service by specific brand or trade name that are of equal quality and of required characteristics for the purpose intended may be proposed during the bidding period, provided the bidder complies with the following:

- A. Proposals for alternatives to a designated material, product, thing, or service, requested during the bidding period, shall be furnished in writing to the Department's contract coordinator, not later than 14 days prior to the date and time of the bid opening. Proposals requested after issuance of the Notice to Begin Work, shall be submitted pursuant to Document 00706 – Control of Work, Paragraph 4 and Section 01330 – Submittals.
- B. Proposals shall be accompanied by complete information and descriptive data necessary to determine equality of the material, product, thing or service. Samples shall be provided when requested by the Department. Burden of proof as to availability, comparative quality, suitability, and performance of the material, product, thing, or service shall be upon the bidder. The Department will be the sole judge as to such matters. If the proposal is accepted, bidders will be notified by information letter or addenda pursuant to Document 00200 – Instructions to Bidders, Paragraphs 3 and 4 respectively.
- C. Refer to Document 00706 – Control of Work, Paragraph 6, for substitution requests after issuance of Notice to Begin Work.

8. SUBSTITUTION OF SECURITIES

Pursuant to Public Contract Code section 10263, the successful bidder will be permitted to substitute securities for any moneys withheld by the Department as provided by Public Contract Code section 10261.

9. SAFETY PREQUALIFICATION

Contractors are required to be prequalified by the Department for Safety before they are allowed to bid Department construction projects. This safety prequalification process is intended to provide the Department with knowledge of past and current safety performance of contractors working on Department construction contracts. Contractors will be required to provide information such as Experience Modification Rates (EMR or Ex Mod), injury and illness incidence rates, regulatory citation history, and general safety and health practices prior to bidding on Department construction projects. Contractors will be required to provide full-time safety person or representative if specified thresholds are not met.

Contractors requesting bid documents but are not yet prequalified by the Department for Safety will be provided a booklet "Contractor's Safety Performance" to be completed and submitted to the Department's Safety Prequalification Coordinator for review and approval. This is in addition to any other prequalification requirements which may be required for this contract.

10. GENERAL PREQUALIFICATION

All bidders shall be prequalified by the Department. Bid documents will be furnished only to prequalified bidders who meet the requirements of the State Contract Act and Document 00040 – Prequalification.

11. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION AND PREVAILING WAGE MONITORING AND ENFORCEMENT

A. In addition to complying with other applicable laws, each bidder submitting a bid for such contract work must be a Department of Industrial Relations Registered Contractor pursuant to Labor Code section 1725.5 ("DIR registered contractor"). Under that statute, a Bidder who is not a DIR registered contractor when submitting a bid for the contract work is deemed "not qualified." Pursuant to Labor Code section 1725.5, all subcontractors identified in a Bidder's Subcontractor List shall also be DIR registered contractors.

B. All awarded Prime Contractors, and all subcontractors of any tier, at all times during the performance of the work, shall be DIR registered

Notice to Contractors

contractors. Also, all such contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement). The contracts are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

WILLIAM A. CROYLE
Acting Director of Water Resources

Dated: March 31, 2017
(Advertisement)

DOCUMENT 00007
SEALS PAGE

**SPILLWAYS
OROVILLE EMERGENCY RECOVERY**

REGISTERED ENGINEER STAMP

The preparation of the INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, BID FORM, CONTRACTING REQUIREMENTS, GENERAL CONDITIONS, ADDENDA AND INFORMATION LETTERS, AND DIVISION 1 GENERAL REQUIREMENTS have been by and under the direction of the following registered engineer



Date: APR 10 2017

00007-1

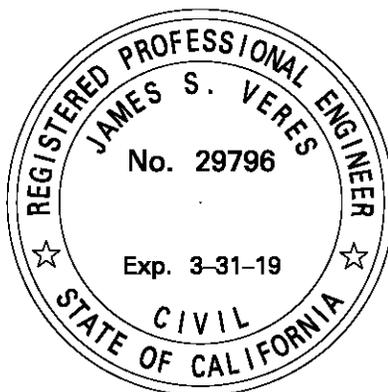
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DOCUMENT 00007
SEALS PAGE

SPELLWAYS
OROVILLE EMERGENCY RECOVERY

REGISTERED ENGINEER STAMP

The preparation of the specifications has been by or under the direction of the following registered engineer.



SUPERSEDED

Date: _____

00007-1

DOCUMENT 00007
SEALS PAGE

SPILLWAYS
OROVILLE EMERGENCY RECOVERY

REGISTERED ENGINEER STAMP

The technical information in Sections 02205, 02211, 02231, 02240, 02371, 02640, 02720, 02820, 02821, 02925, and 13700 of the specifications has been prepared by or under the direction of the following registered engineer.



Date: 4/7/17

00007-2

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DOCUMENT 00007
SEALS PAGE

SPILLWAYS
OROVILLE EMERGENCY RECOVERY

REGISTERED ENGINEER STAMP

The technical information in Sections 02090, 02206, 02217, 02300, 02400, 02621, 03304, 03305, 03370, 03600, 03601 and 03800 of the specifications has been prepared by or under the direction of the following registered engineer.



Date: 4/7/17

00007-3

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00202	Instructions for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors/Suppliers
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00206	Instructions for Disabled Veteran Business Enterprise (DVBE) Goal and Incentive
00220	Instructions for Depositing Bid Documentary Information
00300	Information Available

BID FORM

00410	Bid Schedule
00425	Subcontractor List
00427	Bidder's Agreement
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00430	Bidder's Bond
00441	Small Business Preference and Certification Request
00442	Department of General Services, Procurement Division, Small Business Certificate
00443	California Company Preference Form
00444A	Request for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors/Suppliers
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00444C	Small Business (SB): Certification of Commercially Useful Function
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- 00705 Prosecution of Work
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- 00708 Payments and Retentions
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SUPERSEDED

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GENERAL CONDITIONS

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- 00702 Interpretation of the Contract
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- 00704 Contractual Relationship of Parties
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- 00902 Information Letters

DIVISION 1 – GENERAL REQUIREMENTS

- 01110 Summary of Work
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- 01570 Environmental Protection
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- 01720 Construction Layout (Surveys)

VOLUME II OF II*

DIVISION 2 – SITE CONSTRUCTION



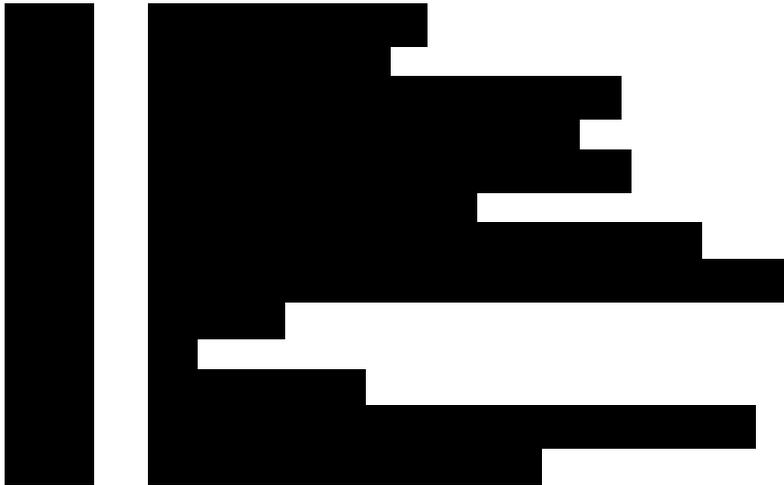
00010-2

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A table of contents for Divisions 1 and 2. The first column contains a vertical black bar representing the page number. The second column contains redacted text representing the division name and page number. A small grey rectangle is visible between the two columns.

DIVISIONS 3 – CONCRETE



A table of contents for Divisions 3 through 8. The first column contains a vertical black bar representing the page number. The second column contains redacted text representing the division name and page number.

DIVISIONS 4 THROUGH 8 – NOT USED

DIVISION 9 – FINISHES



A table of contents for Division 9. The first column contains a vertical black bar representing the page number. The second column contains redacted text representing the division name and page number.

DIVISIONS 10 THROUGH 12 – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION



A table of contents for Division 13. The first column contains a vertical black bar representing the page number. The second column contains redacted text representing the division name and page number.

DIVISIONS 14 THROUGH 16 – NOT USED

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DIVISIONS 3 – CONCRETE



DIVISIONS 4 THROUGH 8 – NOT USED

DIVISION 9 – FINISHES



DIVISIONS 10 THROUGH 12 – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION



DIVISIONS 14 THROUGH 16 – NOT USED

SUPERSEDED



DIVISIONS 3 – CONCRETE



DIVISIONS 4 THROUGH 8 – NOT USED

DIVISION 9 – FINISHES



DIVISIONS 10 THROUGH 12 – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION



DIVISIONS 14 THROUGH 16 – NOT USED

SUPERSEDED

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APPENDIX IV	EXHIBIT FEMA, REQUIRED PROVISIONS UNDER CODE OF FEDERAL REGULATIONS, 2 CFR PART 200, APPENDIX II
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APPENDIX VI	INSTRUCTIONS TO SIGN MAKER

END OF DOCUMENT

DOCUMENT 00015

DRAWINGS

1. DRAWINGS

- A. The project shall conform to the drawings as shown on the list of drawings for this project.

END OF DOCUMENT

DOCUMENT 00040

PREQUALIFICATION

1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION REQUIREMENTS
 - A. Prime Contractor: In order to be deemed “qualified” to submit a bid or to be awarded the contract, the Contractor must be a DIR registered contractor at the time of bid and if awarded the contract, must be a DIR registered contractor at all times during the performance of the work.
 - B. Subcontractors: All subcontractors of any tier must be DIR registered contractors at the time of bid, or within 24 hours of bid open time subject to Labor Code Section 1771.1, and at all times during the performance of the work.
2. SAFETY PREQUALIFICATION
 - A. Safety prequalification is required. Each bidder shall:
 - 1) Submit to the Department not less than five days prior to the date and time of bid opening, the completed Safety Prequalification Questionnaire (SPQ) on forms furnished by the Department.
 - 2) Be prequalified by the Department at least one day prior to the date and time of the bid opening.
 - B. Forms may be obtained from the Department at the address specified in Document 00002 – Notice to Contractors.
3. GENERAL PREQUALIFICATION; FINANCIAL AND EXPERIENCE
 - A. If prequalification is required by the Notice to Contractors, each bidder shall:
 - 1) Submit to the Department, not more than 18 months and not less than five days prior to the date and time of the bid opening, a complete verified statement of financial ability and experience in performing public works on forms furnished by the Department.
 - 2) Be prequalified by the Department for contracts of the type and estimated cost of the contract to be awarded at least one day prior to the date and time of the bid opening.
 - B. Forms may be obtained from the Department at the address specified in Document 00002 – Notice to Contractors.

4. JOINT VENTURE BIDDING REQUIREMENTS: Two or more entities may bid jointly on the work as a legally constituted and licensed joint venture, only if they meet one of the following requirements:
 - A. Each member of the joint venture is prequalified and it has submitted a statement of joint venture in a form approved by the Department, which will be valid only for the contract for which it is submitted.
 - B. The joint venturers are prequalified on the basis of a joint statement of financial ability and experience.

END OF DOCUMENT

BIDDING REQUIREMENTS

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

1. BID FORM

- A. The bid shall be submitted using the Bid Form and addenda furnished by the Department which includes the following documents:

<u>Document Number</u>	<u>Document Title</u>
00410	Bid Schedule
00425	Subcontractor List
00427	Bidder's Agreement
00428 (4 pages)	Bidder's Signature Page
00430	Bidder's Bond
00441	Small Business Preference and Certification Request
00442	Department of General Services, Procurement Division, Small Business Certificate – provided by Contractor
00443	California Company Preference Form
00444A	Request for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors/Suppliers
00444B	California Certified Small Business Subcontractors/Suppliers
00444C	Small Business (SB): Certification of Commercially Useful Function
00445	DVBE Participation
00447	DVBE: Broker or Agent
00448 (2 pages)	DVBE: Declarations – Equipment Rental
00449	DVBE: Declarations of Meeting and Maintaining Requirement of a DVBE – Equipment Rental
00450 (2 pages)	DVBE: Certification of Commercially Useful Function

- B. The Bid Form is numbered serially and is transferable only upon written approval of the Department. The Bid Form and cover page of each addendum shall be returned as the bid and shall be contained within a sealed envelope plainly marked as a bid, and identifying the project to which the bid relates. Bids will be rejected if submitted on other forms or on forms transferred without written approval. Bids may be rejected if the bidder has failed to sign an addendum and enclose it with the bid, and will be rejected if the omitted addendum could have materially

changed the prices bid. Bids will be received at the address specified in Document 00002 – Notice to Contractors.

- C. In addition to other requirements in the contract relating to bidder qualifications, in order to be deemed “qualified” to submit a bid, the bidder must be a DIR registered contractor at the time of bid.
2. EXAMINATION OF THE WORK: The bidder shall, at its sole cost and expense
- A. Carefully examine the contract, including but not limited to, Bid Documents, General Conditions, Supplementary General Conditions, drawings, specifications, addenda, Document 00300 – Information Available, and all related information and data referenced or otherwise available.
 - B. Carefully examine and become fully informed of the nature and location of the work, the quantities of work, equipment to be required, and conditions expected to be encountered in performing the work. Conditions to be examined at the work site include but are not limited to: the character and quality of surface and subsurface conditions and obstacles; the availability of labor, materials and equipment, construction equipment, water, electricity, and access to the work; the uncertainties of weather, river stages, tides and similar natural phenomena; and conditions bearing upon the availability, transportation, handling, storage, and disposal of materials and equipment.
3. NOTIFICATION REQUIREMENT
- A. If a bidder discovers any ambiguities, conflicts, discrepancies, omissions, differing site conditions, or errors in the contract, the bidder shall immediately notify the Department in writing and request modification or clarification. Modifications will be made by addenda. Clarifications will be given by information letter. Oral clarifications shall not be binding on the Department.
 - B. If the bidder who is awarded the contract has failed to notify the Department of any discrepancy known prior to the date and time of the bid opening, no additional compensation or time shall be allowed by reason of the discrepancy or its later correction.
4. ADDENDA: The Department may modify the contract by issuance of an addendum to all parties who have been furnished the documents for bidding purposes. The cover page of each addendum shall be signed by the bidder and enclosed with the bid documents.

5. SUBMISSION OF BIDS

- A. Completion of Bid Schedule: The total of the bid will be the sum of the total prices of all items in Document 00410 – Bid Schedule. The total price of unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall govern, provided, that if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. Bids shall include for each item in Document 00410 – Bid Schedule, a unit price and a total price, and for each lump sum price item, a total price, all in legible figures.
- B. Completion of Bid: A bid may be rejected if conditional or incomplete, or if it contains any alterations of form, additions not called for, or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially changed the prices bid. Bids in which prices are grossly unbalanced with respect to costs may be rejected.
- C. Signature by Agents: Agents signing bids must be one of the following:
 - 1) An officer of a corporate bidder authorized to sign contracts on its behalf.
 - 2) A member of a partnership bidder.
 - 3) A person authorized by a power of attorney submitted to the Department prior to the date and time of the bid opening.
- D. Multiple Bidding: If a bidder is a party to or submits more than one bid under the same or different names, such bids may be rejected.
- E. Tie Bids: When tie bids are received the Department may award the contract by lot.
- F. Bid Security:
 - 1) The bid shall be accompanied by one of the following forms of bid security: cash, cashier's check, certified check, or bidder's bond; made payable to the Director of Water Resources. The security shall be at least 10 percent of the total amount of the bid. Bidder's bond shall conform to Document 00430 – Bidder's Bond, furnished in the Bid Form and be properly filled out and executed by an admitted surety insurer authorized to transact business in California. Bids not accompanied by one of the above forms of bid security in the proper amount will be rejected.

- 2) Return of Bid Security: The securities of the three lowest responsible bidders in the form of cash, cashier's checks, and certified checks specified above, will be held by the Department until the contract has been signed by the successful bidder and returned with the required bonds.

Securities of all other bidders in the form of cash, cashier's checks, and certified checks will be returned to them within 10 days after award of the contract, and their bidder's bonds shall be of no further effect.

6. WITHDRAWAL OF BIDS: A bid may be withdrawn by submitting a written request to the Department, signed by the bidder, prior to the date and time of the bid opening. The bidder may submit a new bid prior to the date and time of the bid opening.
7. AWARD OF CONTRACT
 - A. The Department may reject any or all bids, and may waive any immaterial defect in a bid. The Department may ascertain the intent of the bidder by application of rules expressed in the bid documents, drawings and specifications, or as provided by law. The Director's waiver of an immaterial defect shall not modify the contract, or excuse the bidder from full compliance with the contract.
 - B. Award will be made within two days after the opening of bids to the lowest responsible bidder. If the lowest responsible bidder refuses or fails to execute the contract, the Department may award the contract to the second lowest responsible bidder. Such award will be made within five days after the bid opening. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award will be made within seven days after the bid opening. Such times shall be subject to extension by written agreement between the Department, the bidder and the bidder's surety.
8. CONTRACT BONDS: The successful bidder shall, at its sole cost and expense, furnish on forms provided by the Department, Document 00610 – Performance Bond, and Document 00620 – Payment Bond, each equal to at least the total amount of the bid, executed in duplicate with acknowledgments by an admitted surety insurer authorized to transact business in California.

9. EXECUTION OF CONTRACT: The contract, to be executed in duplicate, shall be signed by the bidder and returned with the required bonds, within two days after delivery to the bidder. The contract shall not be binding upon the State until it has been completely executed by the bidder and the Department, and approved by the Department's Assistant Chief Counsel.
10. FAILURE TO EXECUTE CONTRACT: If the bidder fails to return the contract and bonds within the time provided, the award may be annulled by the Department. If the award is annulled, the bidder shall forfeit the bid security. The bidder may furnish to the Department a written notice, signed by the bidder, stating that the bidder will refuse to execute the contract. The furnishing of such notice shall have the same effect as failure to execute the contract.

END OF DOCUMENT

9. EXECUTION OF CONTRACT: The contract, to be executed in duplicate, shall be signed by the bidder and returned with the required bonds, within five days after delivery to the bidder. The contract shall not be binding upon the State until it has been completely executed by the bidder and the Department, and approved by the Department's Assistant Chief Counsel.
10. FAILURE TO EXECUTE CONTRACT: If the bidder fails to return the contract and bonds within the time provided, the award may be annulled by the Department. If the award is annulled, the bidder shall forfeit the bid security. The bidder may furnish to the Department a written notice, signed by the bidder, stating that the bidder will refuse to execute the contract. The furnishing of such notice shall have the same effect as failure to execute the contract.

END OF DOCUMENT

SUPERSEDED

DOCUMENT 00201

INSTRUCTIONS FOR SMALL BUSINESS PREFERENCE

1. SMALL BUSINESS PREFERENCE

- A. Code Reference: Government Code section 14835 et seq. and section 1896.2 et seq., California Code of Regulations.
- B. Certification: Bidders who wish to be classified as a “Small Business” under the provisions of said laws and regulations, shall be certified as small business by the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS), 707 Third Street, 1st Floor, Room 400, West Sacramento, California 95605, telephone (916) 375-4940, 24-hour recording (916) 327-9978, facsimile (916) 375-4950, Internet Address: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- C. Procedures To Request Small Business Preference:
 - 1) Bidders shall be certified and submit a copy of either the firm’s Department of General Services, Procurement Division small business certification approval letter, or a current copy of firm’s small business status from the Department of General Services, Procurement Division Internet homepage (if information from the homepage is provided, include the second page reflecting certification “From” and “To” dates).
 - 2) Bidders shall complete and sign Document 00441 – Small Business Preference and Certification Request furnished in the Bid Form. The bidder’s signature on the Small Business Preference and Certification Request is a declaration, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either certified small business, or will have a completed application on file with Department of General Services, Procurement Division for small business certification no later than five o’clock (5:00 p.m.) on the date the bid is opened and will be subsequently certified small business. The conditions requiring the 50 percent level of subcontracting by small business subcontractors apply if:
 - a. The lowest responsible bid for the project exceeds \$100,000.
 - b. The work to be performed requires a Class A or a Class B contractor’s license.
 - c. Two or more subcontractors will be used.

Instructions for Small Business Preference

- 3) If the above conditions apply and Small Business Preference is granted in the award of the contract, the 50 percent small business subcontractor utilization level shall be maintained throughout the life of the contract.
- D. Preference Application: The Small Business Preference will be a reduction in the bid submitted by the small business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the lowest responsive bidder, said amount not to exceed \$50,000. If such reduction results in the small business contractor becoming the low bidder, then the contract will be awarded to said small business contractor on the basis of the actual bid of the small business contractor notwithstanding the reduced bid price used for bid comparison purposes.

END OF DOCUMENT

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors/Suppliers

DOCUMENT 00202

INSTRUCTIONS FOR NON-SMALL BUSINESS BID PREFERENCE
FOR USING CALIFORNIA CERTIFIED
SMALL BUSINESS SUBCONTRACTORS/SUPPLIERS

1. NON-SMALL BUSINESS BID PREFERENCE
 - A. Code Reference: Sections 1896.6 et seq. of Title 2, California Code of Regulations.
 - B. Non-small business bidders will be granted a five percent (5%) preference, for bid evaluation purposes only, for using small business subcontractors/suppliers when a responsible non-small business submitted the lowest-priced responsive bid, and when a non-small business bidder:
 - 1) requested a non-small business bid preference; and
 - 2) included in its bid a notification to the Department that it commits at least twenty-five percent (25%) of its net bid price to one or more small business subcontractors/suppliers; and
 - 3) submitted a timely, responsive bid; and
 - 4) was determined by the Department to be a responsible bidder; and
 - 5) submitted with its bid a list of the small business(es) it commits to use. Each small business must perform a commercially useful function.
 - C. To request a non-small business bid preference, bidders shall complete and sign:
 - 1) Document 00444A – Request for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors/Suppliers. The bidder's signature on Document 00444A is a declaration, under penalty of perjury, that at least 25 percent of the listed subcontractors/suppliers are either certified small businesses, or will have a completed application on file with Department of General Services, Procurement Division for small business certification no later than five o'clock (5:00 p.m.) on the date the bid is opened and will be subsequently certified as a small business.

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors/Suppliers

- 2) Document 00444B – California Certified Small Business Subcontractors/Suppliers. The bidder shall list for each small business subcontractor/supplier the following: name, address, phone numbers, and description, dollar amount, and percentage of the work to be performed.
 - 3) Bidder is also strongly urged to ensure that each small business subcontractor/supplier has executed a certification of “commercially useful function,” and to submit such certification with Documents 00444A and 00444B. Document 00444C – Small Business (SB): Certification of Commercially Useful Function may be used for this purpose.
- D. If a non-small business is awarded the contract based on the preference, the contractor shall use the listed small businesses for the amounts listed.
- E. Preference Application:
- 1) The Department will apply the Non-Small Business Bid Preference as follows:
 - a. The preference will be applied for bid comparison purposes only.
 - b. For such comparison, the bid submitted by a non-small business bidder will be reduced by an amount equal to 5 percent of the amount bid by the lowest responsive bidder. Any subsequent executed contract will be executed for the actual bid amount, notwithstanding the reduced price for bid comparison purposes.
 - c. Application of the preference shall not displace an award to a certified small business with a non-small business.
 - d. In the event of a precise tie between the bid of a small business and the bid of a disabled veteran business enterprise that is also a small business, the award shall go to the disabled veteran business enterprise.
 - e. The preference shall not exceed \$50,000, and the combined amount of all incentives and preferences awarded pursuant to any other provision of law shall not exceed \$100,000.

Instructions for Non-Small Business Bid Preference for Using
California Certified Small Business Subcontractors/Suppliers

F. Substitution of a Small Business Subcontractor/Supplier:

- 1) After award of a contract based in part on the application of a Non-Small Business Bid Preference for using California Certified Small Business Subcontractor/Suppliers, the contractor must use the small business subcontractor(s) and/or suppliers(s) indicated in its bid unless a substitution is requested in writing to the Department and the Department approves the substitution in writing prior to the commencement of applicable work. The substitution request shall be in accordance with section 1896.10 of Title 2, California Code of Regulations.

END OF DOCUMENT

DOCUMENT 00205

INSTRUCTIONS FOR CALIFORNIA COMPANY PREFERENCE

1. **CODE REQUIREMENT:** In accordance with the requirements of Public Contract Code section 6107, a “California company” will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.
2. **DEFINITION OF CALIFORNIA COMPANY:** A “California company” means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:
 - A. Has its principal place of business in California.
 - B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
 - C. Has its principal place of business in a state in which there is a local contractor construction preference and the contractor has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.
3. **REQUIREMENTS**
 - A. To carry out the “California company” reciprocal preference requirements of Public Contract Code section 6107, bidders shall refer to Document 00427 – Bidder’s Agreement, and to Document 00443 – California Company Preference Form, for instructions about how to indicate their status. A nonresident contractor shall disclose to the Department any and all bid preferences provided to the nonresident contractor by the state or county in which the nonresident contractor has its principal place of business. In the event the bidder fails to certify its status, the bid may be rejected.
 - B. Bid Documents without a completed and signed Document 00443 – California Company Preference Form, may be rejected.
 - C. The amount of the “California company” reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the “California company” is eligible for a California Small Business Preference, in which case the preference applied shall be the greater of the two, but not both.

Instructions for California Company Preference

- D. If the bidder submitting the lowest responsive bid is not a “California company” and with the benefit of the reciprocal preference, a “California company’s” responsive bid is equal to or less than the original lowest responsive bid, the “California company” will be awarded the contract at its submitted bid price.

END OF DOCUMENT

DOCUMENT 00206

INSTRUCTIONS FOR
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
GOAL AND INCENTIVE

1. DVBE GOAL

- A. The DVBE participation goal for this contract is zero percent (0%) of the total amount of the bid and is established pursuant to Public Contract Code section 10115 et seq.

2. DVBE INCENTIVE

- A. To encourage bidders to include DVBE participation on this contract, the Department will apply a three percent (3%) DVBE incentive to bids that meet or exceed three percent (3%) DVBE participation.
- B. To qualify for the DVBE incentive, bidder must complete, sign and submit the following documents with its bid:

<u>Document</u>	<u>Document Title</u>
00445	DVBE Participation
00447 (if applicable)	DVBE: Broker or Agent. Each DVBE prime contractor listed on Document 00445 who is a broker or agent must complete this form (Military and Veterans Code section 999.2 (f)).
00448 (2 pages) (if applicable)	DVBE: Declarations – Equipment Rental. Each DVBE prime contractor listed on Document 00445 who will rent equipment, including equipment and operator, to the Department, must complete this form (Military and Veterans Code section 999.2 (c)).
00449 (if applicable)	DVBE: Declarations of Meeting and Maintaining Requirement of a DVBE – Equipment Rental. Each DVBE prime contractor listed on Document 00445 who will rent equipment, including equipment and operator, to the Department, must complete this form (Military and Veterans Code section 999.2 (d)).

Instructions for DVBE Goal and Incentive

- C. The Department will apply the DVBE incentive:
- 1) to responsive bids from responsible bidders
 - 2) during the bid evaluation process, for bid evaluation purposes only,
 - 3) by reducing the bid price by the amount of the incentive as computed from the lowest responsible and responsive bid price.
- D. Application of the DVBE incentive shall not displace an award to a certified small business enterprise with non small business enterprise.
- E. The combined amount of all incentives and preferences shall not exceed \$100,000.
- F. Applicable documents must be completed and signed as required on each document to qualify for the DVBE incentive.
- G. Final determination of bidder's DVBE participation shall be at the Department's sole discretion. The Department will not accept rounding up of DVBE participation percentages.
- H. DVBE Certification:
- 1) DVBEs listed by bidder on Document 00445 – DVBE Participation must be certified by the date of bid opening by the State of California, Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Services. The Department reserves the right to verify DVBE certifications.
 - 2) For a listing of certified DVBEs, contact:
 - a. The DGS Procurement Division's database of certified DVBEs at Internet address: <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
 1. For questions or comments regarding the DGS DVBE database, contact:

CA DGS Procurement Division
Office of Small Business and DVBE Services
Phone No.: (916) 375-4940
Toll Free: (800) 559-5529
FAX No.: (916) 375-4950
E-mail: OSDSHelp@dgs.ca.gov

Instructions for DVBE Goal and Incentive

Physical Location

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605

Mailing Address

Office of Small Business and DVBE Services
Room 1-400, MS210
P.O. Box 989052
West Sacramento, CA 95798-9052

- 3) Bidder is encouraged to review each DVBE certification and to include a copy of each certification with Document 00445 – DVBE Participation.
 - I. Commercially Useful Function: Bidder is strongly urged to have each DVBE execute a certification of “commercially useful function” prior to listing a DVBE on Document 00445 – DVBE Participation.
 - 1) Document 00450 – DVBE: Certification of Commercially Useful Function may be used for this purpose. Submit this certification with the bid or by mail to the address listed below.

CA Department of Water Resources
Division of Engineering
1416 Ninth Street, Room 505-1
Sacramento, CA 95814
Attention: Christopher Meyers, DVBE Coordinator
TEL: 916-653-5490
E-mail: christopher.meyers@water.ca.gov

J. Definitions are in Paragraph 8.

3. COUNTING DVBE PARTICIPATION

- A. DVBE Subcontractors: Any DVBE performing subcontractor work in excess of one-half of one percent of the total amount of the bid, and as otherwise provided under Public Contract Code section 4100 et seq. and section 10115 et seq., must also be listed on Document 00425 – Subcontractor List, in order to be counted toward the DVBE participation.

B. Dollar Value:

- 1) A certified DVBE prime bidder may apply toward the DVBE participation the value of the work which it will directly perform. The DVBE must perform a commercially useful function as defined in Paragraph 8 E. 1) and 2).
 - a. A disabled veteran business enterprise that rents equipment (including equipment plus operator) to the Department shall be deemed to be an equipment broker unless one or more disabled veterans has 51-percent ownership of the quantity and the value of each piece of equipment.
 1. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall submit to the Department a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner. Refer to Document 00448 (pages 1 and 2).
 2. Each disabled veteran owner shall submit his or her federal income tax returns to the Department of General Services pursuant to Military and Veterans Code section 999.2, subdivision (g) as if he or she were a disabled veteran enterprise.
 3. The disabled veteran business enterprise of a disabled veteran owner who fails to submit his or her tax returns will be deemed to be an equipment broker.
 - b. A disabled veteran business enterprise that rents equipment to the Department shall submit to the Department a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a disabled veteran business enterprise meeting and maintaining all the requirements of a disabled veteran business enterprise. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract. Refer to Document 00449.
 - c. State funds expended for equipment (including equipment plus operator) rented from equipment brokers shall not be credited toward the DVBE participation.

- d. A disabled veteran business enterprise that is a broker or agent and that obtains a contract pursuant to Military and Veterans Code section 999.2 (a) shall disclose to the Department that the business is a broker or agent. This disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent. Refer to Document 00447.
 - 2) If a bidder is a joint venture, bidder may count toward the DVBE participation the percentage equal to that of the ownership and control of the DVBE joint venturer. Each DVBE must perform a commercially useful function as defined in Paragraph 8 E. 1) and 2).
 - 3) A bidder may apply the total dollar value of the work of a certified DVBE first or lower tier subcontractor/supplier toward the DVBE participation. Each DVBE must perform a commercially useful function as defined in Paragraph 8 E. 1) and 2).
4. CERTIFICATION OF COMPLIANCE WITH DVBE REQUIREMENTS
- A. By signing Document 00428 – Bidders Signature Page, the bidder certifies that it acted in good faith to comply with the DVBE requirements specified herein.
5. SUBSTITUTION OF LISTED DVBE'S
- A. The Contractor must use each DVBE listed on Document 00445 for the amounts committed unless the Contractor requests written permission to substitute and the Department gives written permission for such substitution. Each request for substitution should include:
 - 1) A written explanation of the reason for substitution, and
 - 2) The name and address of the firm that will be used in lieu of the listed DVBE firm. Contractors are expected to make a diligent effort to substitute listed DVBEs with certified DVBEs.
 - B. This information is required for monitoring in accordance with Public Contract Code section 10115 et seq. and shall not be construed as altering any other provision of law, including the Subletting and Subcontracting Fair Practices Act, including Public Contract Code sections 4100-4114, or contract requirements relating to substitution of subcontractors.

- C. Failure of Contractor to adhere to at least the DVBE participation listed on Document 00445 may be cause for contract termination and recovery of damages under the rights and remedies due to State under Document 00705 – Prosecution of Work, Paragraph 9.
- D. Additionally, the under/non-use of DVBEs listed on Document 00445 may have other ramifications for Contractor including, but not limited to, possible violations of the California False Claims Act, Government Code section 12650 et seq.

6. DVBE MONITORING AND REPORTING

- A. The Department encourages the Contractor to include DVBEs in this contract throughout the contract term.
- B. The Contractor is required to report the amounts it paid to each DVBE that participated in the performance of this contract by submitting reports to the Engineer as follows:
 - 1) Quarterly (on January 1st, April 1st, July 1st, and October 1st) during the performance of the contract.
 - 2) Once after completion of the work, prior to acceptance.

Document 00206-1 – DVBE Quarterly and Final Report may be used for this purpose.

In addition to any other potential remedies, the Engineer may withhold all or part of any payments due if the Contractor fails to furnish the required reports.

- C. In accordance with Military and Veterans Code section 999.5 (d), upon the Department’s acceptance of the contract, the Contractor shall certify the following:
 - 1) The names and addresses of the DVBEs that participated in the performance of the contract.
 - 2) The amount each DVBE received from the prime contractor.
 - 3) That all payments under the contract have been made to the DVBEs.

Document 00206-2 – Certification of DVBE Participation Upon Contract Acceptance may be used for this purpose. Submit this report to the Engineer.

In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000.

- D. In accordance with Military and Veterans Code section 999.5 (d), after receipt of the final contract payment, the Contractor shall certify the total amount the contractor received under the contract.

Document 00206-3 – DVBE Percentage Achieved and Certification of Total Payments to Prime Contractor may be used for this purpose. Submit this report to the Engineer.

In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000.

- E. In accordance with Government Code section 14841, after receipt of the final contract payment, the Contractor shall report the actual percentage of DVBE participation the contractor achieved. Submit this report to the Engineer.

Document 00206-3 – DVBE Percentage Achieved and Certification of Total Payments to Prime Contractor may be used for this purpose.

7. CONTRACT AUDITS

- A. Contractor agrees that the Department or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract as performance pertains to DVBE requirements. Contractor agrees to provide the Department or its delegate with any relevant information requested and shall permit the Department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment in accordance with Document 00703 – Applicable Laws and Regulations, Paragraph 2.

8. DEFINITIONS, DVBE PROGRAM

- A. Broker or Agent: Any individual or entity, or any combination thereof, that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to the Department, unless one or more certified disabled veterans has 51-percent

ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

- B. Contractor (for the purposes of this Document): Any person or persons, regardless of race, color creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, or age, or any sole proprietorship, firm, partnership, joint venture, corporation, or combination thereof who submits a bid and enters into a contract with a representative of a state agency, department, governmental entity, or other officer empowered by law to enter into contracts on behalf of the State of California.
- C. Disabled Veteran: A veteran of the military, naval, or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts ("Old Scouts"), and the Special Philippine Scouts ("New Scouts"), who has at least a 10 percent service-connected disability and who is domiciled in the State of California.
- D. Disabled Veteran Business Enterprise: A business certified by the Department of General Services as meeting all of the requirements listed below. A disabled veteran business enterprise that fails to maintain the certification requirements set forth in Military and Veterans Code section 999 et seq. shall immediately notify the Department and the Department of General Services of that failure by filing a notice of failure that states with particularity each requirement the disabled veteran business enterprise has failed to maintain:
 - 1) It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 - 2) The management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the disabled veterans as the owners of the business.
 - 3) It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

- 4) Notwithstanding Paragraph 8 D. 1) through 3), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a disabled veteran business enterprise prior to that death or certification of a permanent medical disability, and solely for the purposes of any contract entered into before that death or certification, that business shall be deemed to be a disabled veteran business enterprise for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons.
- E. Disabled Veteran Business Enterprise Contractor, Subcontractor, or Supplier: Any person or entity that has been certified by the Department of General Services pursuant to Military and Veterans Code section 999 et seq. and that performs a “commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:
- 1) A person or entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:
 - a. Is responsible for the execution of a distinct element of the work of the contract.
 - b. Carries out the obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for its business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
 - 2) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

Instructions for DVBE Goal and Incentive

- F. Equipment: Any piece of equipment that is used or provided for rental to any state agency, department, officer, or other state governmental entity, including equipment for which operators are provided.
 - G. Equipment Broker: Any broker or agent who rents equipment to an awarding department.
 - H. "Foreign corporation," "foreign firm," and "foreign-based business" means a business entity that is incorporated or has its principal headquarters located outside the United States of America.
 - I. Goal: A numerically expressed objective that awarding departments and contractors are required to make efforts to achieve.
 - J. Management and Control: Effective and demonstrable management of the business entity.
9. DVBE Coordinator:
- A. For questions regarding the DVBE goal or incentive, contact:

CA Department of Water Resources
Division of Engineering
1416 Ninth Street, Room 505-1
Sacramento, CA 95814
Attention: Christopher Meyers, DVBE Coordinator
TEL: 916-653-5490
E-mail: christopher.meyers@water.ca.gov

Instructions for DVBE Goal and Incentive

DOCUMENT 00206-1

DVBE QUARTERLY AND FINAL REPORT

Is This the Final Report?: _____ Date of This Report.: _____
 Contractor: _____ Specification No.: _____
 Phone No.: _____ Contract No.: _____

In accordance with Document 00206 Paragraph 6.B., listed below are the amounts the Contractor paid to DVBEs for performance on this contract:

Signature of Authorized Contract Representative: _____

Printed Name: _____ Date: _____

DVBE Name, Address, Phone Number, and Certification No.	Item of Work or Services Provided	Dollars Committed on Document 00445	Amount Paid to Date
Totals:			
Percent of Original Bid Amount (DWR will complete):			

- 1) If actual DVBE utilization is less than Contractor's commitment on Document 00445, attach an explanation and supportive documentation. Refer to Document 00206, Paragraph 5 A. through D.
- 2) Attach additional pages if needed.
- 3) Attach Department of General Services DVBE certification(s) for newly-added DVBEs.
- 4) In addition to any other potential remedies, the Engineer may withhold all or part of any payments due if the Contractor fails to furnish the required reports.

Instructions for DVBE Goal and Incentive

DOCUMENT 00206-2

CERTIFICATION OF DVBE PARTICIPATION
UPON CONTRACT ACCEPTANCE

Contractor: _____ Phone No.: _____
Specification No.: _____ Contract No.: _____

In accordance with Military and Veterans Code section 999.5 (d), I certify that all payments under the contract have been made to the DVBEs listed below:

Signature of Authorized Contract Representative: _____

Printed Name: _____ Date: _____

Names and Addresses of the DVBEs that Participated in the Performance of this Contract	Total Amount the Contractor Paid to Each DVBE
Totals:	

1) In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000. Refer to Military and Veterans Code section 999.5 (d).

Instructions for DVBE Goal and Incentive

DOCUMENT 00206-3

DVBE PERCENTAGE ACHIEVED AND CERTIFICATION OF TOTAL PAYMENTS TO PRIME CONTRACTOR

(Submit this information to the Engineer within 60 days from receipt of the final contract payment)

Contractor: _____ Phone No.: _____
Specification No.: _____ Contract No.: C _____
FEIN: _____ Address: _____
Department: _____ Date Contract Completed: _____
Date Final Payment Received: _____ Contract Award Amount: _____
Contract Received Amount: _____ DVBE Name: _____
DVBE Address: _____
DVBE Certification No.: _____ Total Contract Amount to DVBE: _____
Total Payment Amount to DVBE: _____ Variance: _____

1. In accordance with Government Code section 14841, the above-named contractor achieved the following **actual** percentage of DVBE participation on this contract:

_____ Percent

(Total Dollars Paid to DVBEs / Gross Earnings from Final Construction Estimate x 100). Round percentage to two decimal places.

2. In accordance with Military and Veterans Code section 999.5 (d) I certify that the above-named contractor has received the total amount listed below for participation on this contract:

Total amount received: \$ _____

a) In addition to any other potential penalties or remedies, a person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum of \$25,000. Refer to Military and Veterans Code section 999.5 (d).

b) Total amount received may exclude Department withholdings for liquidated or other damages, stop notices, or other demands to withhold.

Signature of Authorized Contract Representative: _____

Printed Name: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00220

INSTRUCTIONS FOR DEPOSITING BID DOCUMENTARY INFORMATION

1. ESCROWING BID DOCUMENTATION

A. Description:

- 1) This section describes the requirements for the escrowing of bid documentation which shall consist of all documentary and calculated information generated by the apparent low bidder in preparation of the bid.

B. General:

- 1) The apparent low bidder shall submit bid documentation to the Department to be escrowed, as specified herein.
- 2) The Department will consider escrowed bid documents to resolve disputes and claims for the duration of the contract. No other bid preparation information, other than the escrowed bid documents shall be considered in resolving such disputes or claims.
- 3) The escrowed bid documents will not be used for pre-award evaluation of anticipated methods of construction nor to assess qualifications for performance of the work.
- 4) Nothing in the bid documentation to be escrowed shall change or modify the terms or conditions of the contract.

C. Ownership:

- 1) The bid documentation to be escrowed shall always remain the property of the bidder, subject to joint review by Department and the bidder, as provided herein.
- 2) Department stipulates and acknowledges that the bid documentation to be escrowed, as defined herein, constitute trade secrets and will not be deemed public records. This stipulation and acknowledgement are based on Department's understanding that the information contained in the bid documentation to be escrowed may not be known outside bidder's business, may be known only to a limited extent and only by a limited number of employees of the bidder, may be safeguarded while in bidder's possession, may be extremely valuable to bidder and could be extremely valuable to bidder's competitors by virtue of it reflecting bidder's contemplated

techniques of construction. Department further acknowledges that the bid documentation to be escrowed include a compilation of information used in bidder's business, intended to give bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. Department further agrees to safeguard the bid documentation to be escrowed, and all information contained therein, against disclosure to the fullest extent permitted by law.

D. Delivery:

- 1) Bid documents to be escrowed shall be delivered to Chief, Contract Development Section, in a sealed container, clearly marked on the outside with the bidder's name, date delivered, project title and the words Bid Documents to be Escrowed at the same location where bids were submitted for the contract.
- 2) The apparent low bidder shall deliver documents within three days, excluding Saturdays, Sundays and holidays, after the bid opening. The second and third bidders shall deliver documents within three days, excluding Saturdays, Sundays and holidays from the date notified by Department.
- 3) Within three days, excluding Saturdays, Sundays and holidays from the date and time the documents are received by the Department, the apparent low bidder's escrowed bid documents will be examined, organized and inventoried by representatives of the Department, together with members of Contractor's staff who are knowledgeable in how the bid was prepared. The examination is to ensure that all portions of the bid documentation are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the contract. Examination will not alter any of the terms and conditions of the contract.
- 4) Timely delivery of bid documentation to be escrowed is the bidder's responsibility and a prerequisite to a contract award. Failure to provide the necessary bid documentation to be escrowed may be sufficient cause for rejection of the bid.
- 5) The bidder shall be responsible to ensure the contents of the bid documentation to be escrowed are complete.
- 6) Once the Department determines all of the required documentation has been delivered, additional documentation may be delivered, at Engineer's discretion, prior to award of contract.

E. Format and Contents:

- 1) Bid documentation to be escrowed shall constitute all of the information used in the preparation of the bid.
- 2) Bidders may furnish bid documentation to be escrowed in their usual cost estimating format except as specified in the following paragraphs.
- 3) Bid documentation to be escrowed shall be in English.
- 4) Bid documentation to be escrowed shall include the following:
 - a. Itemized estimated costs of performing the work of each bid item contained in the bid schedule. Bid items should be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review.
 - b. Quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the bidder to arrive at the prices bid on the bid schedule.
 - c. Estimated costs should be broken down into the bidder's usual estimate categories such as direct labor, repair labor, construction equipment ownership and operation, expendable materials, permanent materials and subcontract cost as appropriate.
 - d. Plant and construction equipment and indirect costs should be detailed in the bidder's usual format. Contractor's allocation of indirect costs, contingencies, markup and other items to each bid item shall be identified.
- 5) For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, materials and equipment, construction equipment, and subcontractors, as applicable, are included and provided that indirect costs, contingencies and markup, as applicable, are allocated.
- 6) The contract bid forms provided by Department shall not be included in the bid documentation to be escrowed unless necessary to comply with requirements under this section.
- 7) Each subcontractor, whose total subcontract price exceeds five percent (5%) of the total contract price bid, shall provide

separate bid documents to be escrowed with those of the bidder. Such documents shall be examined, organized and inventoried in the same manner and at the same time as the bidder's documents.

- 8) If Contractor wishes to subcontract any portion of the work after award, pursuant to the Subletting and Subcontracting Fair Practices Act, Department retains the right to require Contractor to furnish bid documentation to be escrowed from the subcontractor before the subcontract is approved.
- 9) If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

F. Storage:

- 1) The bid documents will be held in escrow, in a mutually agreed upon institution, until final disposition.

G. Examination:

- 1) Following award of contract, the escrowed bid documents shall be examined by both the Department and Contractor, at any time as deemed necessary by Engineer to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims.
- 2) Examination of the escrowed bid documents is subject to the following conditions:
 - a. As trade secrets, the bid documents are proprietary and confidential.
 - b. Within 10 days following award of contract, the Department and Contractor shall each designate in writing representatives who are authorized to examine the escrowed bid documents. No other person shall have access to the bid documents, unless designated as a representative, in writing and within 10 days, prior to examination.
 - c. Access to the documents shall take place only in the presence of the Department's and Contractor's duly designated representatives.

H. Final Disposition:

- 1) Escrowed bid documents will be returned to unsuccessful or rejected bidders following award of the contract.
- 2) Escrowed bid documents will be returned to awarded Contractor after all of the following have occurred:
 - a. Contract has been completed;
 - b. Resolution of all disputes and claims has been achieved;
 - c. Receipt of final payment, including payment for claims, has been accepted and agreed to by the Contractor.

END OF DOCUMENT

BID FORM

DOCUMENT 00410

BID SCHEDULE

CONTRACT TITLE: Spillways, Oroville Emergency Recovery

DWR SPECIFICATION NO.: 17-09

DWR CONTRACT NO.: C51544

BIDDER'S NAME: Kiewit Infrastructure West Co.
 (Name style as recorded on CA Contractor's License)

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
1	****	****	****	****	****	****
2	****	****	****	****	****	****
3	01535	Temporary Crossing	1	JOB	LUMP SUM	3,500,000 ⁰⁰
4	01550	Work Site Security	18	MO	100,000 ⁰⁰	1,800,000 ⁰⁰
5	01560	Temporary Traffic Control	18	MO	100,000 ⁰⁰	1,800,000 ⁰⁰
6	01580	Project Information Sign	2	EA	12,000 ⁰⁰	24,000 ⁰⁰
7	****	****	****	****	****	****
8	01580	Access Restriction Sign	4	EA	1,200 ⁰⁰	4,800 ⁰⁰
9	01580	Barricade	8	EA	300 ⁰⁰	2,400 ⁰⁰
9 a	01580	Temporary Railing Type-K	530	LF	35 ⁰⁰	18,550 ⁰⁰
10	02205	Mobilization and Demobilization	1	JOB	LUMP SUM	42,739,000 ⁰⁰ 35,000
11	02217	Foundation Preparation	123,000	SY	65 ⁰⁰	7,995,000 ⁰⁰
12	02217	Foundation Preparation – Dental Excavation	26,000	CY	60 ⁰⁰	1,560,000 ⁰⁰
13	02217	Foundation Preparation – Dental Concrete	13,000	CY	230 ⁰⁰	2,990,000 ⁰⁰
14	02220	Selective Demolition (Upper FCO Chute)	23,000	CY	55 ⁰⁰	1,265,000 ⁰⁰

*Section where contract item is defined

DOCUMENT 00410

BID SCHEDULE

CONTRACT TITLE: Spillways, Oroville Emergency Recovery

DWR SPECIFICATION NO.: 17-09

DWR CONTRACT NO.: C51544

BIDDER'S NAME:

(Name style as recorded on CA Contractor's License)

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
1	****	****	****	****		
2	****	****	****	****	****	
3	01535	Temporary Crossing	1	JOB	LUMP SUM	
4	01550	Work Site Security	18	MO		
5	01560	Temporary Traffic Control	18	MO		
6	01580	Project Information Sign	2	EA		
7	****	****	****	****		
8	01580	Access Restriction Sign	4	EA		
9	01580	Barricade	8	EA		
9 a	01580	Temporary Railing Type-K	530	LF		
10	02205	Mobilization and Demobilization	1	JOB	LUMP SUM	
11	02217	Foundation Preparation	64,000	SY		
12	02217	Foundation Preparation – Dental Excavation	17,000	CY		
13	02217	Foundation Preparation – Dental Concrete	17,000	CY		
14	02220	Selective Demolition (Upper FCO Chute)	23,000	CY		

SUPERSEDED

*Section where contract item is defined

DOCUMENT 00410

BID SCHEDULE

CONTRACT TITLE: Spillways, Oroville Emergency Recovery

DWR SPECIFICATION NO.: 17-09

DWR CONTRACT NO.: C51544

BIDDER'S NAME:

(Name style as recorded on CA Contractor's License)

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
1	01520	Contractor Furnished Construction Facilities	12	MO		
2	01520	Laboratory Furniture, Fixtures and Equipment	1	JOB	LUMP SUM	
3	01535	Temporary Crossing	1	JOB	LUMP SUM	
4	01550	Work Site Security	12	MO		
5	01560	Temporary Traffic Control	12	MO		
6	01580	Project Information Sign	2	EA		
7	01580	Restricted Area Sign	2	EA		
8	01580	Access Restriction Sign	5	EA		
9	01580	Barricade	3	EA		
10	02205	Mobilization and Demobilization	1	JOB	LUMP SUM	
11	02217	Foundation Preparation	64,000	SY		
12	02217	Foundation Preparation – Dental Excavation	17,000	CY		
13	02217	Foundation Preparation – Dental Concrete	17,000	CY		
14	02220	Selective Demolition (Upper FCO Chute)	23,000	CY		

SUPERSEDED

*Section where contract item is defined

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
15	02220	Selective Demolition (Lower FCO Chute)	7,500	CY	125 ⁰⁰	937,500 ⁰⁰
15a	02220	Selective Demolition (Emergency Spillway)	263,000	CY	12 ⁰⁰	3,156,000 ⁰⁰
16	02231	Clearing and Grubbing	35	ACRE	4,000 ⁰⁰	140,000 ⁰⁰
17	02231	Select Tree Removal	150	EA	250 ⁰⁰	37,500 ⁰⁰
18	02240	Dewatering	1	JOB	LUMP SUM	2,710,000 ⁰⁰
19	02300	Excavation	12,000	CY	28 ⁰⁰	336,000 ⁰⁰
20	02300	Rock Excavation	85,000	CY	28 ⁰⁰	2,380,000 ⁰⁰
21	02300	Select Fill	20,000	CY	12 ⁰⁰	240,000 ⁰⁰
22	02300	Pervious Backfill	80,000	CY	50 ⁰⁰	4,000,000 ⁰⁰
23	****	****	****	****	****	****
24	02371	Rock Slope Protection	4,000	TON	95 ⁰⁰	380,000 ⁰⁰
25	02371	Geotextile Fabric	500	SY	5 ⁰⁰	2,500 ⁰⁰
26	02400	Hydrauger – Type 1	10	EA	700 ⁰⁰	7,000 ⁰⁰
27	02400	Hydrauger – Type 2	10	EA	1,200 ⁰⁰	12,000 ⁰⁰
28	02400	Hydrauger – Type 3	5	EA	2,000 ⁰⁰	10,000 ⁰⁰
29	02490	Rock Anchor –Type 1 (Class 2)	10	EA	2,600 ⁰⁰	26,000 ⁰⁰
30	02490	Rock Anchor –Type 2 (Class 2)	10	EA	3,800 ⁰⁰	38,000 ⁰⁰
31	02490	Rock Anchor –Type 3 (Class 2)	5	EA	4,900 ⁰⁰	24,500 ⁰⁰
32	02490	Rock Anchor –Type 4 (Class 1)	5	EA	6,600 ⁰⁰	33,000 ⁰⁰
32a	02521	Relief Wells (Monolith)	2,250	LF	231 ⁰⁰	519,750 ⁰⁰
32b	02521	Relief Wells (Secant Wall)	1,800	LF	231 ⁰⁰	415,800 ⁰⁰
32c	02521	Relief Wells (Collection Pipes)	9,000	LF	86 ⁰⁰	774,000 ⁰⁰
32d	02521	Relief Drain (Monolith)	1,500	LF	86 ⁰⁰	129,000 ⁰⁰
33	02621	Underdrain Type 1 (FCO Chute Perforated Drain)	26,800	LF	80 ⁰⁰	2,144,000 ⁰⁰
34	02621	Underdrain Type 2 (FCO Chute Wall Solid Drain)	17,500	LF	80 ⁰⁰	1,400,000 ⁰⁰
35	02621	Underdrain Type 3 (Wall Backfill Perforated Drain)	11,000	LF	32 ⁰⁰	352,000 ⁰⁰

*Section where contract item is identified

00410-2 (Addn. No. 3, Pg. 8) K-17

(Addn. No. 4, Pg. 8) K-17

(Addn. No. 5, Pg. 3) K-17

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
15	02220	Selective Demolition (Lower FCO Chute)	7,500	CY		
15a	02220	Selective Demolition (Emergency Spillway)	263,000	CY		
16	02231	Clearing and Grubbing	35	ACRE		
17	02231	Select Tree Removal	150	EA		
18	02240	Dewatering	1	JOB	LUMP SUM	
19	02300	Excavation	12,000	CY		
20	02300	Rock Excavation	85,000	CY		
21	02300	Select Fill	20,000	CY		
22	02300	Pervious Backfill	80,000	CY		
23	****	****	****	****		
24	02371	Rock Slope Protection	1,000	TON		
25	02371	Geotextile Fabric	500	SY		
26	02400	Hydrauger – Type 1	10	EA		
27	02400	Hydrauger – Type 2	10	EA		
28	02400	Hydrauger – Type 3	5	EA		
29	02490	Rock Anchor –Type 1 (Class 2)	10	EA		
30	02490	Rock Anchor –Type 2 (Class 2)	10	EA		
31	02490	Rock Anchor –Type 3 (Class 2)	5	EA		
32	02490	Rock Anchor –Type 4 (Class 1)	5	EA		
32a	02521	Relief Wells (Monolith)	2,250	LF		
32b	02521	Relief Wells (Secant Wall)	1,800	LF		
32c	02521	Relief Wells (Collection Pipes)	9,000	LF		
32d	02521	Relief Drain (Monolith)	1,500	LF		
33	02621	Underdrain Type 1 (FCO Chute Perforated Drain)	26,800	LF		
34	02621	Underdrain Type 2 (FCO Chute Wall Solid Drain)	17,500	LF		
35	02621	Underdrain Type 3 (Wall Backfill Perforated Drain)	11,000	LF		

SUPERSEDED

*Section where contract item is identified

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
15	02220	Selective Demolition (Lower FCO Chute)	7,500	CY		
15a	02220	Selective Demolition (Emergency Spillway)	263,000	CY		
16	02231	Clearing and Grubbing	35	ACRE		
17	02231	Select Tree Removal	150	EA		
18	02240	Dewatering	1	JOB	LUMP SUM	
19	02300	Excavation	12,000	CY		
20	02300	Rock Excavation	85,000	CY		
21	02300	Select Fill	20,000	CY		
22	02300	Pervious Backfill	80,000	CY		
23	****	****	****	****		
24	02371	Rock Slope Protection	4,000	TON		
25	02371	Geotextile Fabric	500	SY		
26	02400	Hydrauger – Type 1	10	EA		
27	02400	Hydrauger – Type 2	10	EA		
28	02400	Hydrauger – Type 3	5	EA		
29	02490	Rock Anchor –Type 1 (Class 2)	10	EA		
30	02490	Rock Anchor –Type 2 (Class 2)	10	EA		
31	02490	Rock Anchor –Type 3 (Class 2)	5	EA		
32	02490	Rock Anchor –Type 4 (Class 1)	5	EA		
33	02621	Underdrain Type 1 (FCO Chute Perforated Drain)	26,800	LF		
34	02621	Underdrain Type 2 (FCO Chute Wall Solid Drain)	17,500	LF		
35	02621	Underdrain Type 3 (Wall Backfill Perforated Drain)	11,000	LF		

SUPERSEDED

*Section where contract item is identified

00410-2

(Addn. No. 3, Pg. 8) K-17

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
15	02220	Selective Demolition (Lower FCO Chute)	7,500	CY		
16	02231	Clearing and Grubbing	50	ACRE		
17	02231	Select Tree Removal	150	EA		
18	02240	Dewatering	1	JOB	LUMP SUM	
19	02300	Excavation	10,000	CY		
20	02300	Rock Excavation	73,000	CY		
21	02300	Select Fill	40,000	CY		
22	02300	Pervious Backfill	80,000	CY		
23	02300	Large Rock Backfill	20,000	CY		
24	02371	Rock Slope Protection	1,000	TON		
25	02371	Geotextile Fabric	500	SY		
26	02400	Hydrauger – Type 1	50	EA		
27	02400	Hydrauger – Type 2	50	EA		
28	02400	Hydrauger – Type 3	20	EA		
29	02490	Rock Anchor –Type 1 (Class 2)	50	EA		
30	02490	Rock Anchor –Type 2 (Class 2)	50	EA		
31	02490	Rock Anchor –Type 3 (Class 2)	20	EA		
32	02490	Rock Anchor –Type 4 (Class 1)	20	EA		
33	02621	Underdrain Type 1 (FCO Chute Perforated Drain)	26,800	LF		
34	02621	Underdrain Type 2 (FCO Chute Wall Solid Drain)	17,500	LF		
35	02621	Underdrain Type 3 (Wall Backfill Perforated Drain)	11,000	LF		

*Section where contract item is defined

SUPERSEDED



Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
36	02640	Corrugated Metal Pipe (CMP) 24"	300	LF	150 ⁰⁰	45,000 ⁰⁰
37	02640	Corrugated Metal Pipe (CMP) 36"	300	LF	225 ⁰⁰	67,500 ⁰⁰
38	02720	Aggregate Base	26,000	TON	35 ⁰⁰	910,000 ⁰⁰
39	02820	Chain Link Fence	7,000	LF	72 ⁰⁰	504,000 ⁰⁰
40	02820	Walk Gate	1	EA	2,000 ⁰⁰	2,000 ⁰⁰
41	02820	20-Foot Double Drive Gate	1	EA	30,500 ⁰⁰	30,500 ⁰⁰
42	02821	Construction Access Gate	4	EA	12,000 ⁰⁰	48,000 ⁰⁰
43	02925	Seeding	35	ACRE	6,000 ⁰⁰	210,000 ⁰⁰
44	02925	Fiber Rolls	45,000	LF	8 ⁰⁰	360,000 ⁰⁰
45	02925	Silt Fence	54,000	LF	5 ⁰⁰	270,000 ⁰⁰
46	02925	Straw Bale Barrier	15,000	LF	9 ⁰⁰	135,000 ⁰⁰
47	03210	Reinforcing Steel	5,285,000	LB	1 ⁰⁰	5,285,000 ⁰⁰
48	03211	Reinforcing Steel (Epoxy Coated)	2,492,000	LB	110	2,741,200 ⁰⁰
49	03212	Reinforcing Steel (Galvanized)	217,000	LB	230	499,100 ⁰⁰
50	03212	Reinforcing Steel (Stainless Steel)	525,000	LB	230	1,207,500 ⁰⁰
51	03300	Structural Concrete	16,400	CY	2,000 ⁰⁰	32,800,000 ⁰⁰
52	03300	Erosion Resistant Concrete	62,000	CY	1,000 ⁰⁰	62,000,000 ⁰⁰
53	03300	Test Panels	50	CY	6,500 ⁰⁰	325,000 ⁰⁰
54	03300	Mass Concrete	14,000	CY	140 ⁰⁰	1,960,000 ⁰⁰
55	03300	Leveling Concrete	53,100	CY	234 ⁰⁰	12,425,400 ⁰⁰
56	03300	Slush Grout	80,000	GAL	25 ⁰⁰	2,000,000 ⁰⁰
57	03300	Bedding Mortar	2,000	CY	300 ⁰⁰	600,000 ⁰⁰

*Section where contract item is defined

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
36	02640	Corrugated Metal Pipe (CMP) 24"	300	LF		
37	02640	Corrugated Metal Pipe (CMP) 36"	300	LF		
38	02720	Aggregate Base	26,000	TON		
39	02820	Chain Link Fence	7,000	LF		
40	02820	Walk Gate	1	EA		
41	02820	20-Foot Double Drive Gate	1	EA		
42	02821	Construction Access Gate	4	EA		
43	02925	Seeding	35	ACRE		
44	02925	Fiber Rolls	45,000	LF		
45	02925	Silt Fence	54,000	LF		
46	02925	Straw Bale Barrier	15,000	LF		
47	03210	Reinforcing Steel	5,285,000	LB		
48	03211	Reinforcing Steel (Epoxy Coated)	2,492,000	LB		
49	03212	Reinforcing Steel (Galvanized)	217,000	LB		
50	03212	Reinforcing Steel (Stainless Steel)	525,000	LB		
51	03300	Structural Concrete	14,100	CY		
52	03300	Erosion Resistant Concrete	62,000	CY		
53	03300	Test Panels	50	CY		
54	03300	Mass Concrete	14,000	CY		
55	03300	Leveling Concrete	40,100	CY		
56	03300	Slush Grout	80,000	GAL		
57	03300	Bedding Mortar	2,000	CY		

SUPERSEDED

*Section where contract item is defined

00410-3

(Addn. No. 3, Pg. 9) K-17

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
36	02640	Corrugated Metal Pipe (CMP) 24"	300	LF		
37	02640	Corrugated Metal Pipe (CMP) 36"	300	LF		
38	02720	Aggregate Base	23,000	TON		
39	02820	Chain Link Fence	1,850	LF		
40	02820	Walk Gate	1	EA		
41	02820	20-Foot Double Drive Gate	1	EA		
42	02821	Construction Access Gate	2	EA		
43	02925	Seeding	65	ACRE		
44	02925	Fiber Rolls	45,000	LF		
45	02925	Silt Fence	54,000	LF		
46	02925	Straw Bale Barrier	15,000	LF		
47	03210	Reinforcing Steel	5,112,000	LB		
48	03211	Reinforcing Steel (Epoxy Coated)	2,492,000	LB		
49	03212	Reinforcing Steel (Galvanized)	207,000	LB		
50	03213	Reinforcing Steel (Stainless Steel)	525,000	LB		
51	03300	Structural Concrete	14,100	CY		
52	03300	Erosion Resistant Concrete	54,300	CY		
53	03300	Test Panels	50	CY		
54	03300	Minor Concrete	50	CY		
55	03300	Leveling Concrete	40,100	CY		
56	03300	Slush Grout	8,000	CY		
57	03300	Bedding Mortar	2,000	CY		

*Section where contract item is defined

00410-3

K-17

SUPERSEDED

Bid Schedule C

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
58	03304	Emergency Spillway Crest Cut-Off Wall	1	JOB	LUMP SUM	2,000,000 ⁰⁰
59	03305	Emergency Spillway Secant Pile Cut-Off Wall	60,550	SF	253 ⁰⁰	15,319,150 ⁰⁰
60	03370	Shotcrete	3,000	SY	175 ⁰⁰	525,000 ⁰⁰
61	****	****	****	****	****	****
62	03601	Drilling and Grouting Chute Dowel Anchors	37,400	LF	58 ⁰⁰	2,169,200 ⁰⁰
63	03800	Roller-Compacted Concrete (FCO Chute)	242,000	CY	105 ⁰⁰	25,410,000 ⁰⁰
63a	03800	Roller-Compacted Concrete (Emergency Spillway)	210,100	CY	100 ⁰⁰	21,010,000 ⁰⁰
63b	09970	Concrete Coatings	11,600	SY	45 ⁰⁰	522,000 ⁰⁰
64	13700	Fixed Time-Lapse Camera	8	EA	20,000 ⁰⁰	160,000 ⁰⁰
TOTAL						275,443,850 ⁰⁰

*Section where contract item is defined

00410-4 (Addn. No. 3, Pg. 10) K-17
 (Addn. No. 5, Pg. 4) K-17

Bid Schedule

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
58	03304	Emergency Spillway Crest Cut-Off Wall	1	JOB	LUMP SUM	
59	03305	Emergency Spillway Secant Pile Cut-Off Wall	60,550	SF		
60	03370	Shotcrete	3,000	SY		
61	****	****	****	****		
62	03601	Drilling and Grouting Chute Dowel Anchors	37,400	LF		
63	03800	Roller-Compacted Concrete (FCO Chute)	242,000	CY		
63a	03800	Roller-Compacted Concrete (Emergency Spillway)	166,000	CY		
63b	09970	Concrete Coatings	11,600	SY		
64	13700	Fixed Time-Lapse Camera	8	EA		
TOTAL						

SUPERSEDED

*Section where contract item is defined

Item No.	Section*	Item	Estimated Quantity	Unit	Unit Price (In Figures)	Total (In Figures)
58	03304	Emergency Spillway Crest Cut-Off Wall	1	JOB	LUMP SUM	
59	03305	Emergency Spillway Secant Pile Cut-Off Wall	60,550	SF		
60	03370	Shotcrete	3,000	SY		
61	03390	Self-Consolidating Rock Grout	8,000	CY		
62	03601	Drilling and Grouting Chute Dowel Anchors	37,400	LF		
63	03800	Roller-Compacted Concrete (RCC)	270,000	CY		
64	13700	Fixed Time-Lapse Camera	8	EA		
TOTAL						

END OF DOCUMENT

SUPERSEDED

*Section where contract item is defined

DOCUMENT 00425

SUBCONTRACTOR LIST

SPECIFICATION NO.: 17-09

CONTRACTOR: Kiewit Infrastructure West Co.

Name and Location of Subcontractor	CSLB License No.	DIR Registration No.	Items or Portions of Work to be Performed
Dutra Group San Rafael, CA	295128 745 AT	100000 1577	Temporary Crossing
Drill Tech Drilling and Shoring Antioch, CA	745354	100000 4866	Secant pile cutoff wall, shotcrete
Cmc Rebar Tracy, CA	778010	1000000 298	Rebar

Requirements:

In accordance with Public Contract Code section 4100 et seq., the bidder shall list, in the space provided on this form, the name, location of the place of business, California contractor license number, and DIR registration number of each subcontractor who will perform any portion of the work in an amount in excess of one-half of one percent of the total amount of the bid, and the portion of the work which each is to perform.

In accordance with Public Contract Code section 7125.5, all subcontractors identified must be DIR registered contractors at time of bid opening or become registered within 24 hours of bid opening pursuant to Labor Code section 1771.1.c(1) or (2). Contractors awarded the contract with a subcontractor not DIR registered must comply with section 1771.1(c)(3) without adjustment for contract time or contract price.

Additionally, in accordance with Public Contract Code section 4100 et seq. and section 10115.12, the bidder shall list, in the space provided on this form, the name, location of the place of business, and California contractor license number of each DVBE subcontractor who will be used by the bidder to fulfill DVBE participation and who will perform any portion of the work in an amount in excess of one-half of one percent of the total amount of the bid, and the portion of the work which each DVBE is to perform.



DOCUMENT 00427

BIDDER'S AGREEMENT

1. To the State of California, Department of Water Resources:

The bidder agrees, if this bid is accepted, to contract with the State of California in the form of contract attached hereto, and to execute such contract and furnish the required contract bonds and certificate of liability insurance in the manner and within the time specified. The bidder further agrees: that it has carefully examined the work as required by Document 00200 – Instructions to Bidders, and all related information and data identified in Document 00300 – Information Available; that the only parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other party; and that the bidder is fully aware of the requirements and obligations pertaining to the following certifications and declarations.

The bidder:

- A. Certifies, unless specifically exempted, compliance with Government Code section 12990 and section 8101 et seq., of Title 2, California Code of Regulations in matters relating to the development, implementation and maintenance of a nondiscrimination program. The bidder also agrees not to unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty); and
- B. Pursuant to Public Contract Code section 10162, declares under penalty of perjury that, to the best of its knowledge and belief, the bidder, no officer of the bidder and no employee of the bidder who has a proprietary interest in the bidder, has 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 safety regulation, except for those incidents which are explained in detail in documents furnished with this bid; and
- C. Declares, under penalty of perjury, that in accordance with Public Contract Code section 10285.1, the bidder has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of State or Federal antitrust law in connection with the bidding upon, award

of, or performance of, any public works contract, as defined in Public Contract Code section 1101, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in section 10285.1; and

- D. Declares, under penalty of perjury, that in accordance with Public Contract Code section 10232, no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board; and
- E. Declares, under penalty of perjury, if Small Business preference is requested, that bidder is a Small Business as defined by section 1896 et seq., of Title 2, California Code of Regulations; and
- F. Certifies the accuracy of the representations made on the Bidder's Signature Page; and
- G. Certifies that, in making the bid, 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 statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, furnished any bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

- H. Certifies that, if awarded a contract, Contractor will provide a drug-free workplace for its employees by:
- 1) Publishing 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) Establishing a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees of 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) Providing, 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.
- I. Certifies, under penalty of perjury, that bidder is a "California company" as defined in Public Contract Code section 6107 unless indicated otherwise on Document 00443 – California Company Preference Form. ("Non-California companies" must fill out the referenced form to indicate their status.)
- J. Certifies the following:
- 1) The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
 - 2) The Bidder, if awarded the contract for the work will remain a DIR registered contractor for the entire duration of the work.

- 3) If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid is subject to rejection for non-responsiveness.
- K. Certifies compliance with the following pursuant to Public Contract Code section 2010:
- 1) CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
 - 2) EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
2. In signing Document 00428 – Bidder's Signature Page, the bidder swears that it is duly authorized to legally bind the bidder to the above described certifications and declarations and is fully aware that the certifications and declarations are made under penalty of perjury under the laws of the State of California.

END OF DOCUMENT

DOCUMENT 00428 (Page 1 of 4)

BIDDER'S SIGNATURE PAGE

Accompanying this proposal is: Bidder's Bond

Notice: Insert the words "cash, \$'s", "cashier's check", "certified check", or "bidder's bond" as the case may be (In amount equal to at least 10 percent (10%) of the total amount of the bid)

BIDDER'S NAME: Kiewit Infrastructure West Co.
(Name style as recorded on California Contractor's License)

DIR Registration No.: 1000001147

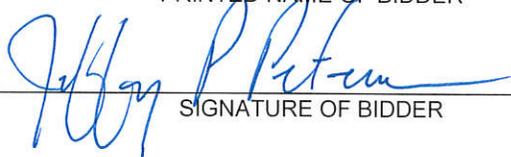
California Contractor's License No.: 433176

Expiration Date: 1/31/2019

Contractor's Federal Employer I.D. No.: 47-0647803

If the bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on its behalf and the corporate seal; if the 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 its behalf; and if the bidder is an individual, the signature shall be placed below. If the signature is by an agent, other than the officer of a corporation authorized to sign contracts on its behalf or a member of a partnership, refer to Document 00200 – Instructions to Bidders.

Kiewit Infrastructure West Co.
PRINTED NAME OF BIDDER

SIGN HERE ► 
SIGNATURE OF BIDDER

Jeffrey P. Petersen, Sr. Vice President
TITLE

BUSINESS ADDRESS: 4650 Business Center Dr., Fairfield CA 94534

DATED: April 15, 2017

DOCUMENT 00428 (Page 2 of 4)

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 USC Section 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification in Document 00455B. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

DOCUMENT 00428 (Page 3 of 4)

ANTI-LOBBYING CERTIFICATION
APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

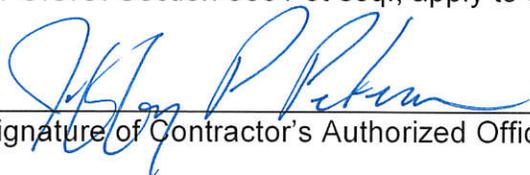
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DOCUMENT 00428 (Page 4 of 4)

The Contractor, Kiewit Infrastructure West Co., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jeffrey P. Petersen, Sr. Vice President

Name and Title of Contractor's Authorized Official

April 15, 2017

Date

C

DOCUMENT 00430

BIDDER'S BOND

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

Know All Men by These Presents,

That we ... Kiewit Infrastructure West Co.

.....

.....

..... as PRINCIPAL, and
Travelers Casualty and Surety Company of America

.....
as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the State of California, acting by and through the Department of Transportation, the Department of Water Resources, or the Department of General Services, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety here-
under exceed the sum of \$ Ten Percent of Bid--(10% of Bid--)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

Sacramento

April 15, 2017

(Insert only, name of city where bid will be opened)

(Insert date of bid opening)

for Oroville Emergency Recovery, Specification No. 17-09

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

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 10th day of April, A.D. 20.17...

Kiewit Infrastructure West Co.

Jeffrey P. Petersen, Sr. Vice President Contractor

Travelers Casualty and Surety Company of America

Name of Surety

By Traci Sutton Attorney-in-Fact

[[Seal]]

Address One Tower Square, Hartford, CT 06183

Telephone No. (860)277-1929

NOTE: Signatures of those executing for the surety must be properly acknowledged.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231153

Certificate No. 007150262

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, Joseph Lippert, and Jessica Baehr

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

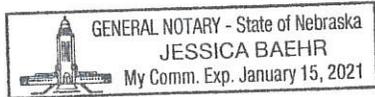
State of ~~California~~ Nebraska)

County of Douglas)

On 4/10/17 before me, Jessica Baehr, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Traci Sutton, Attorney-in-Fact
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Baehr
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: Traci Sutton

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Travelers Casualty and Surety Company of America

C

State of California

DOCUMENT 00441

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST
FOR CONSTRUCTION CONTRACTORS ONLY

Not Applicable

(THIS FORM MUST REMAIN WITH THE BID PACKAGE)

THE UNDERSIGNED HEREBY REQUESTS PREFERENCE AS A "SMALL BUSINESS" AND FURTHER CERTIFIES UNDER PENALTY OF PERJURY, THAT THE FIRM STILL MEETS THE REQUIREMENTS OF SECTION 1896.12 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS, AND HAS BEEN APPROVED BY THE DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION, SMALL BUSINESS AND DVBE CERTIFICATION TO QUALIFY FOR THE SMALL BUSINESS PREFERENCE. THE UNDERSIGNED FURTHER DECLARES, UNDER PENALTY OF PERJURY, THAT IF THE LOWEST RESPONSIBLE BID EXCEEDS \$100,000 AND THE WORK TO BE PERFORMED REQUIRES A CLASS A OR CLASS B CONTRACTOR'S LICENSE AND 2 OR MORE SUBCONTRACTORS WILL BE USED, THAT AT LEAST 50 PERCENT OF THE SUBCONTRACTORS TO BE UTILIZED ON THE PROJECT ARE EITHER CERTIFIED SMALL BUSINESS OR HAVE APPLIED FOR SMALL BUSINESS CERTIFICATION BY BID OPENING DATE AND ARE SUBSEQUENTLY GRANTED SMALL BUSINESS CERTIFICATION. AN APPROVED FORM STD. 812 MUST BE ON FILE IN THE SMALL BUSINESS AND DVBE CERTIFICATION OFFICE BY 5:00 P.M. OF THE BID OPENING DATE. FORM STD. 812 MAY BE OBTAINED FROM THE SMALL BUSINESS AND DVBE CERTIFICATION OFFICE, 707 THIRD STREET, 1ST FLOOR, ROOM 400, WEST SACRAMENTO, CA 95605, TELEPHONE: (916) 375-4940.

IMPORTANT NOTICE (Read before signing)

THE "SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST" MUST BE SIGNED IN THE SAME NAME STYLE IN WHICH THE BIDDER IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD. BIDDERS BIDDING JOINTLY OR AS A COMBINATION OF SEVERAL BUSINESS ORGANIZATIONS ARE ESPECIALLY CAUTIONED THAT SUCH BIDDERS MUST BE JOINTLY LICENSED AND APPROVED IN THE SAME STYLE IN WHICH THE BID IS EXECUTED.

Legal Name Style of Bidder(s)

Signature of Bidder

Date

IN THE EVENT THE BIDDER HAS RECEIVED ASSISTANCE IN OBTAINING BONDING FOR THIS PROJECT, BIDDER SHALL SET FORTH THE NAME AND NATURE OF THE FIRM PROVIDING SUCH ASSISTANCE. IF THE FIRM IS LISTED AS A SUBCONTRACTOR, BIDDER SHALL SET FORTH THE PERCENTAGE OF THE CONTRACT TO BE PERFORMED BY THE SUBCONTRACTOR.

Name of Firm

Subcontractor

Yes No

Percentage _____

SPECIAL ATTENTION IS DIRECTED TO SECTION 1896.18 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS FOR PENALTIES FOR FURNISHING INCORRECT SUPPORTING INFORMATION IN OBTAINING PREFERENCE.

Department of General Services, Procurement Division
Small Business Certificate

DOCUMENT 00442

DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION
SMALL BUSINESS CERTIFICATE

00442-1

K-17

C

DOCUMENT 00443

CALIFORNIA COMPANY PREFERENCE FORM

For use on Construction Contracts for which a California Contractors License is required.

Failure to fill out and sign this form may be cause for rejection of your bid.

The undersigned hereby states that it is or is not as designated below a "California company" in accordance with Document 00205 – Instructions for California Company Preference. (Check the appropriate box.)

I am a "California company".

I am not a "California company".

If "I am not a "California company" was checked, indicate your state of residence, and the amount of preference given to local contractors in your state of residency on its public entity construction contracts.

State of _____
Preference _____
percent _____
Maximum dollar _____
Amount _____

Please explain if neither percent nor dollars is used to determine amount of preference.

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

Date: April 15, 2017



(Signature of Bidder)
Jeffrey P. Petersen, Sr. Vice President

Request for Non-Small Business Bid Preference for Using California Certified Small Business Subcontractors/Suppliers

DOCUMENT 00444A

REQUEST FOR NON-SMALL BUSINESS BID PREFERENCE FOR USING CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTORS/SUPPLIERS

(THIS FORM MUST REMAIN WITH THE BID PACKAGE) Not Applicable

THE UNDERSIGNED HEREBY REQUESTS A FIVE PERCENT (5%) BID PREFERENCE BY DOING ALL OF THE FOLLOWING:

- 1) COMMITTING TO AT LEAST 25 PERCENT CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTOR/SUPPLIER PARTICIPATION ON THIS CONTRACT; AND
2) COMPLETING AND SIGNING THIS FORM (DOCUMENT 00444A) IN THE SAME NAME STYLE IN WHICH THE BIDDER IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD. BIDDERS BIDDING JOINTLY OR AS A COMBINATION OF SEVERAL BUSINESS ORGANIZATIONS ARE CAUTIONED THAT SUCH BIDDERS MUST BE JOINTLY LICENSED AND APPROVED IN THE SAME STYLE IN WHICH THE BID IS EXECUTED; AND
3) COMPLETING AND SUBMITTING DOCUMENT 00444B - CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTORS/SUPPLIERS WITH THE BID.

EACH CERTIFIED SMALL BUSINESS MUST PERFORM A "COMMERCIALY USEFUL FUNCTION" IN THE PERFORMANCE OF THE CONTRACT AS DEFINED IN GOVERNMENT CODE SECTION 14837(D)(4). SMALL BUSINESS BIDS CANNOT BE DISPLACED BY NON-SMALL BUSINESS BIDS WHEN APPLYING ANY APPLICABLE LAWFUL PREFERENCES.

Legal Name Style of Bidder(s)

Signature of Bidder Date

ATTACH: DOCUMENT 00444B.

BIDDER IS ALSO CAUTIONED TO ENSURE THAT EACH SMALL BUSINESS SUBCONTRACTOR/SUPPLIER HAS EXECUTED A COPY OF DOCUMENT 00444C - SMALL BUSINESS (SB): CERTIFICATION OF COMMERCIALY USEFUL FUNCTION AND TO ATTACH SUCH CERTIFICATIONS TO THIS FORM.

SPECIAL ATTENTION IS DIRECTED TO SECTION 1896.18 OF TITLE 2, CALIFORNIA CODE OF REGULATIONS FOR PENALTIES FOR FURNISHING INCORRECT SUPPORTING INFORMATION IN OBTAINING PREFERENCE.



DOCUMENT 00444B

CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTORS/SUPPLIERS

Company Name	Company Address	Phone No.	Description of Work to be Performed	\$ Amount or Percentage of Work

Attach additional pages if necessary

SMALL BUSINESS (SB): CERTIFICATION OF
COMMERCIALLY USEFUL FUNCTION

Notice to Bidder: In accordance with Document 00202, Paragraph 1.B.5), bidder is strongly urged to insure that, prior to listing a SB on Document 00444B, each SB execute a certification of "commercially useful function," and to submit such certification with bidder's documentation of goal attainment. This document may be used for such purpose.

Make additional copies of the blank form as needed.

In accordance with Government Code 14387, and implementation of Senate Bill 1510 (Wright) Commercially Useful Function effective January 1, 2013, a certified small business or micro business is deemed to perform a "commercially useful function," as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

- 1) A person or entity is deemed to perform a commercially useful function if a person or entity does all of the following:
 - a. Is responsible for the execution of a distinct element of the work of the contract.
 - b. Carries out the obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for its business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 2) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB participation.

(continued on next page)

DOCUMENT 00445
DVBE PARTICIPATION

Bidder must complete the table below and sign to qualify for DVBE goal attainment or DVBE incentive and must list, on Document 00425 – Subcontractor List, subcontractors performing greater than one-half of one percent of the work

Spec. No. & Title: Spillways Oroville Emergency Recovery
17-09

Bidder: Kiewit Infrastructure West Co.
Phone: 707-439-7300

DVBE Name, Address, Phone Number (Identify Second and Lower Tiers)	Description of Work or Services to be Subcontracted or Materials to be Provided	Bid Item No.	DGS DVBE Cert. #	Dollars Committed	Percent of Bid	Listed as Subcontractor on Doc. 00425?	Expected DVBE Start- Work Date
Not Applicable							

DWR Check

TOTALS	DVBE	\$	%	
--------	------	----	---	--

OK
CML


Bidder's Signature

Jeffrey P. Petersen, Sr. Vice President
Bidder's Printed Name

April 15, 2017
Date

Attach Additional Sheets as Needed – Sign and Date Each Sheet

Contains Critical Energy Infrastructure Information
Do Not Release

DOCUMENT 00447

DVBE: BROKER OR AGENT

Specification No.: Spillways Oroville Emergency Recovery

Title: 17-09

Note to Bidder: This form must be completed and signed by each DVBE prime contractor who is a broker or agent. Make additional copies of the blank form as needed.

A DVBE that is a broker or agent and that obtains a contract by the Department pursuant to Military and Veterans Code section 999.2 (a) shall disclose to the Department that the business is a broker or agent. This disclosure shall be signed and executed by each DVBE owner and manager of the enterprise. Reference: Military and Veterans Code section 999.2 (f).

I declare that the following DVBE is a broker or agent:

Name of DVBE Broker or Agent

Principal for whom the DVBE is acting as a broker or agent:

Principal Name

Principal Address

Principal Telephone Number

Signature of DVBE Owner(s)

Executed: _____
Date

Signature of DVBE Manager

Executed: _____
Date

DVBE: DECLARATIONS – EQUIPMENT RENTAL

Specification No.: Spillways Oroville Emergency Recovery

Title: 17-09

I declare the following:

- 1) that I am a disabled veteran owner of the following equipment:

<u>Equipment</u>	<u>Percent Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Address

Telephone Number

Tax ID #

Have you submitted your federal income tax returns to the Department of General Services pursuant to Military and Veterans Code section 999.2 (g)?

Yes No

Signature of Disabled Veteran Owner

Date Signed

DVBE: Declarations of Meeting and Maintaining
Requirement of a DVBE – Equipment Rental

DOCUMENT 00449

DVBE: DECLARATIONS OF MEETING AND MAINTAINING
REQUIREMENT OF A DVBE – EQUIPMENT RENTAL

Specification No.: Spillways Oroville Emergency Recovery

Title: 17-09

Notice to Bidder: A DVBE prime contractor that rents equipment (including equipment plus operator) to the Department shall submit to the Department a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE. Reference: Military and Veterans Code section 999.2 (d).

Equipment (including equipment plus operator) that the Department rents from an equipment broker cannot be credited toward DVBE participation. Reference: Military and Veterans Code section 999.2 (e).

Make additional copies of the blank form as needed for each DVBE owner and/or manager.

The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.

Piece of Equipment identified on Page 1, Document 00448:

I declare that (DVBE Name)
obtained this contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE.

Address

Telephone Number

Tax ID #

Signature of DVBE Owner

Date Signed

Signature of DVBE Manager

Date Signed

DVBE: Certification of Commercially Useful Function

DOCUMENT 00450 (Page 1 of 2)

DVBE: CERTIFICATION OF COMMERCIALY USEFUL FUNCTION

Notice to Bidder: In accordance with Document 00206, Paragraph 1.C, bidder is strongly urged to insure that, prior to listing a DVBE on Document 00445, each DVBE execute a certification of "commercially useful function," and to submit such certification to the Department. Document 00450 may be used for such purpose.

Make additional copies of the blank form as needed.

In accordance with Document 00206, Paragraph 8.E. 1) and 2) (reference Military and Veterans Code section 999 (b) (5) (B)), a DVBE contractor, subcontractor, or supplier is any person or entity that has been certified by the Department of General Services pursuant to Military and Veterans Code section 999 et seq. and that performs a "commercially useful function," as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements:

- 1) A person or entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:
 - a. Is responsible for the execution of a distinct element of the work of the contract.
 - b. Carries out the obligation by actually performing, managing, or supervising the work involved.
 - c. Performs work that is normal for its business services and functions.
 - d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
 - e. Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 2) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

(continued on next page)

CONTRACTING REQUIREMENTS

DOCUMENT 00520

CONTRACT FORM

SPILLWAYS
OROVILLE EMERGENCY RECOVERY
STATE WATER FACILITIES
OROVILLE FIELD DIVISION
BUTTE COUNTY
CALIFORNIA
SPECIFICATION NO. 17-09
CONTRACT NO. C51544

THIS CONTRACT, made in duplicate this 17th day of April,
2017, in accordance with the provisions of the State Contract Act and other
applicable laws of the State of California, between the State of California, acting
by and through its Department of Water Resources, hereinafter called the
Department, and Kiewit Infrastructure West Co.

hereinafter called the Contractor.

WITNESSETH, That the Department and the Contractor mutually agree
as follows:

ARTICLE I. – This contract includes and incorporates by this reference the
notice to contractors and Contractor's bid for the above-named project, the
contract bonds and any affiliate agreement entered into for the purpose of
bidding on the project, the drawings and specifications for such project, all
addenda to the above documents, and all authorized changes therein. All
definitions stated in the General Conditions shall apply herein.

ARTICLE II. – The Contractor shall provide and furnish, except as
otherwise expressly provided in the specifications, all materials, equipment,
labor, services, methods, processes, construction materials and equipment,
tools, plants, supplies, power, water, transportation and other things necessary to
complete in a skillful, workmanlike and orderly manner, in accordance with the
drawings, specifications and all other parts of this contract, and to the satisfaction
of the Engineer, all of the facilities specified, indicated, shown, or contemplated
by the drawings, specifications and other parts of this contract as comprising and
necessary for completion of the above-named project, and shall perform all other
obligations imposed by this contract.

ARTICLE III. – The Department shall pay to the Contractor, and the Contractor shall accept, as full compensation for performance of obligations under ARTICLE II and for all risks and liabilities in connection therewith, the prices set forth in the Contractor’s bid, all in accordance with and subject to the express terms and conditions of the specifications, the Contractor’s bid, and other parts of this contract, and the Department shall perform all other obligations imposed upon it by this contract.

ARTICLE IV. – This contract shall apply to and bind the successors and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WILLIAM A. CROYLE
Acting Director of Water Resources
By Mark E. Anderson
Acting Deputy Director

Kiewit Infrastructure West Co.
Name of Contractor

License No. 433176

By Jeffrey P. Petersen

Jeffrey P. Petersen

Title Senior Vice President

Approved as to Funds:

[Signature]
Chief, Division of Fiscal Services

I hereby certify that I have examined the within contract and find it to be in accordance with the provisions of the State Contract Act.

Andrew Pella
Assistant Chief Counsel

DOCUMENT 00610

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

PERFORMANCE BOND

WHEREAS, The State of California acting by and through the

Department of Water Resources _____, has awarded
(insert name of the Department awarding the contract)

to Kiewit Infrastructure West Co. _____,
as principal hereinafter designated as the "Contractor," a contract for

SPILLWAYS, OROVILLE EMERGENCY RECOVERY
STATE WATER FACILITIES, OROVILLE FIELD DIVISION
BUTTE COUNTY, CALIFORNIA
SPECIFICATION No. 17-09, CONTRACT No. C51544

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of Two Hundred Seventy-Five Million, Four Hundred Forty-Three Thousand, Eight Hundred Fifty and 00/100 _____

_____ dollars
(\$275,443,850.00 _____), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, it or its heirs, executors administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this _____ 19th _____

day of April _____, 20 17 _____

Kiewit Infrastructure West Co.

Contractor
Jeffrey P. Petersen, Sr. Vice President

Travelers Casualty and Surety Company of America

Name of Surety

By _____

Attorney-in-Fact Troy M. Lindley

[[Seal]]

Address 11070 White Rock Road #130, Rancho Cordova, CA 95670

Telephone No. (916) 852-5265

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On April 19, 2017 before me, Margaret H. Champion, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Troy M. Lindley,
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Margaret H. Champion
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230779

Certificate No. 007049132

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kurt J. Schmal, Margaret H. Champion, Arthur F. Oliver, James P. Vicari, U. Andrae McClain, Troy M. Lindley, and Susan Gallico

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 2017


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

DOCUMENT 00620

State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES

PAYMENT BOND

WHEREAS, The State of California acting by and through the

Department of Water Resources, has awarded
(insert name of the Department awarding the contract)

to Kiewit Infrastructure West Co.,
as Contractor, a contract for the work described as follows:

SPILLWAYS, OROVILLE EMERGENCY RECOVERY
STATE WATER FACILITIES, OROVILLE FIELD DIVISION
BUTTE COUNTY, CALIFORNIA
SPECIFICATION No. 17-09, CONTRACT No. C51544

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the amount required by law, the sum of Two Hundred Seventy-Five Million, Four Hundred Forty-Three Thousand, Eight Hundred Fifty and 00/100 dollars (\$275,443,850.00), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, it or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this 19th day of April, 20 17

Kiewit Infrastructure West Co.
Jeffrey P. Petersen
Contractor
Jeffrey P. Petersen, Sr. Vice President

Travelers Casualty and Surety Company of America
Name of Surety

By *Troy M. Lindley*
Attorney-in-Fact Troy M. Lindley

Address 11070 White Rock Rd., #130, Rancho Cordova, CA 95670
Telephone No. (916) 852-5265

[[Seal]]

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento



On April 19, 2017 before me, Margaret H. Champion, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Troy M. Lindley,
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Margaret H. Champion
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230779

Certificate No. 007049131

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kurt J. Schmal, Margaret H. Champion, Arthur F. Oliver, James P. Vicari, U. Andrae McClain, Troy M. Lindley, and Susan Gallico

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183**

Old Company Names	Effective Date
AETNA CASUALTY & SURETY COMPANY OF AMERICA	07/01/1997

Agent For Service

KARISSA LOWRY
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO CA 95833

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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GENERAL CONDITIONS

JULY 1998

GENERAL CONDITIONS
July 1998

DOCUMENT 00701

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS: Wherever the following abbreviations are used in the contract the meaning shall be as indicated:

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AFBMA	Anti-Friction Bearing Manufacturers Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISE	Association of Iron and Steel Engineers
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers

Abbreviations and Definitions

ASNT	American Society for Nondestructive Testing, Inc.
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BMP	Best Management Practices
CBC	California Building Code
CFC	California Fire Code
CMAA	Crane Manufacturer Association of America
CMC	California Mechanical Code
CPC	California Plumbing Code
CPMB	Concrete Plant Manufacturer's Bureau
CRD	Department of the Army, Corps of Engineers, Handbook for Concrete and Cement
CSFM	California State Fire Marshal
CSI	The Construction Specification Institute
EIA	Electronic Industries Association
FM	Factory Mutual Testing Lab
ICEA	Insulated Cable Engineers Association
ICC	Interstate Commerce Commission
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
MSDS	Material Safety Data Sheets

Abbreviations and Definitions

MSS	Manufacturer's Standardization Society of Valve and Fittings Industry, Inc.
NACE	National Association of Corrosion Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NIST	National Institute of Standards and Technology
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
SAE	Society of Automotive Engineers
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories Inc.
USBR	United States Bureau of Reclamation
WCLB	West Coast Lumber Inspection Bureau
WWPA	Western Wood Products Association

2. DEFINITIONS: Wherever the following terms are used in the contract the meaning shall be as indicated:

Acceptance--The formal written acceptance of the project by the Director or authorized representative.

Approved, Directed, or Ordered--Approved, directed, or ordered by Engineer, unless otherwise indicated.

Bid--The offer of a bidder to complete the project.

Bid Documents--The Notice to Contractors, Bid Form, Bidder's Agreement and contractor's bid.

Abbreviations and Definitions

- Caltrans Specifications--The Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans).
- Change--A modification to work ordered in writing by Engineer.
- Change Order--The document which adjusts compensation or time for a change.
- Construction Equipment--Equipment used for performance of work, but not incorporated into the project.
- Contract--The written agreement between Contractor and Department including Bid Documents, General Conditions, Supplementary General Conditions, drawings, specifications, addenda and orders for change.
- Contractor--The entity which has entered into the contract with Department.
- Contract Prices--The prices for work set forth in the contract.
- Days--Calendar days, unless otherwise indicated.
- Department--Department of Water Resources of the State of California.
- Deputy Director--Department's Deputy Director delegated the responsibility for coordinating and directing the activities and functions of Department's Division of Engineering.
- Director--Director of Water Resources of the State of California.
- Drawings--Drawings shown on the list of drawings; or included in Document 00015 – Drawings; and addenda; supplemental drawings; and revised drawings.
- Engineer--Chief of Department's Division of Engineering, acting either directly or through authorized representatives acting within the scope of delegated authority.
- Equipment--Equipment incorporated or to be incorporated into the project.
- Materials--Materials incorporated or to be incorporated into the project.

Abbreviations and Definitions

Project--The erection, construction, alteration, repair, or improvement accomplished or to be accomplished under the contract.

Safety Orders--Title 8, Chapter 4, California Code of Regulations.

Shown--Shown on drawings, unless otherwise indicated.

Specifications--Division 1 – General Requirements through Division 16, Electrical, Appendices and Addenda.

State--The State of California.

State Contract Act--Commencing at Section 10100 of the Public Contract Code.

Subcontractor--An entity which contracts with Contractor, supplier or another subcontractor to perform work.

Supplier--An entity which contracts with Contractor, a subcontractor or another supplier to furnish materials or equipment for the project.

Work--Everything required to complete the project or any portion thereof.

Working Drawings--Drawings prepared by Contractor to complete the project.

Work Site--The area to be occupied by the project and areas occupied or used by Contractor, subcontractors or suppliers for performance of work.

END OF DOCUMENT

DOCUMENT 00702

INTERPRETATION OF THE CONTRACT

1. CORRELATION: The contract documents are complementary. A requirement occurring in one shall be as binding as though occurring in all.
2. REFERENCES: References in the contract to specifications, standards, codes, or test methods published by governmental or private authorities shall be to those in effect on the date of the Notice to Contractors, unless otherwise specified.
3. INTERPRETATION
 - A. Notification Requirement: Should Contractor discover any of the following, Engineer shall be notified, in writing, as soon as it comes to Contractor's attention and prior to proceeding with work affected:
 - 1) Ambiguities, conflicts, discrepancies, omissions, differing site conditions, or errors in the contract.
 - 2) Conflicts between the contract and laws, ordinances, rules or regulations.
 - 3) Conflicts between the contract and standards, codes, or test methods published by governmental or private authorities.
 - 4) Questions concerning interpretation of the contract.
 - 5) Lack of sufficient detail or explanation in the contract.
 - B. Resolution: Engineer will resolve issues and provide instructions to Contractor. Should Contractor proceed with work affected before resolution, Contractor shall be responsible for resultant damage to work or added cost and shall remove and replace or adjust work not in accordance with Engineer's subsequent instructions.
 - C. Omissions: If any detail for materials, equipment or systems or the manner of combining or installing parts, materials or equipment, is missing, those equal in quality to those specified or shown shall be required.

- D. Additional Instructions: Department may furnish additional detailed written instructions and supplemental drawings to further explain work. If Contractor believes such instructions constitute work in excess of that required by the contract, Contractor shall furnish written notice to Engineer prior to commencement of work thereon, but not later than 15 days following receipt. Such notice shall provide in detail what contract requirements would be exceeded and furnish an estimate of the cost.
4. GOVERNING ORDER: The contract governs in the following order:
- A. Document 00800 – Supplementary General Conditions, control over;
 - B. Documents 00701 through 00709 – General Conditions, which control over;
 - C. Division 1 – General Requirements, which control over;
 - D. Division 2 – Site Construction through Division 16 – Electrical, which control over;
 - E. Detail drawings, which control over general drawings, numerals control over scaled measurements.
5. MODIFICATIONS: Modifications last in time are first in precedence, in accordance with governing order specified above.

END OF DOCUMENT

DOCUMENT 00703

APPLICABLE LAWS AND REGULATIONS

1. GENERAL: Contractor shall remain informed of, and in compliance with applicable federal, state, county and municipal laws, ordinances, rules and regulations, including but not limited to those cited herein.
2. RETENTION OF RECORDS: Contractor shall retain records that pertain to the performance of work for a period of three years after final payment for examination and audit by Department, or by Auditor General under Section 8546.7 of the Government Code.
3. PERMITS AND LICENSES: Contractor shall obtain permits and licenses and pay charges and fees applicable to work, except as otherwise specified. Such permits and licenses shall be obtained in sufficient time to prevent delay to the project.
4. WAGE REQUIREMENTS
 - A. General: Contractor shall comply with prevailing wage requirements and shall be subject to restrictions and penalties in accordance with Sections 1770 et seq. of the Labor Code.
 - B. Posting: Department will furnish Contractor a copy of Department of Industrial Relations' prevailing wage rates which Contractor shall post.
 - C. Additional Classifications: If it becomes necessary to employ work classifications for which no rate has been determined, Contractor shall notify Engineer immediately, who will obtain the additional prevailing wage rate which shall be applicable from the time of initial employment.
 - D. Payroll Records: Contractor shall comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code and mark and obliterate them as directed.
 - E. Travel and Subsistence Payments: Contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with Section 1773.8 of the Labor Code.
 - F. Apprentices: Prior to commencement of work, Contractor shall contact the Division of Apprenticeship Standards and shall comply with Sections 1777.5, 1777.6 and 1777.7 of the Labor Code and Title 8, Sections 200 et seq. of the California Code of Regulations.

Applicable Laws and Regulations

5. HOURS OF LABOR: Contractor shall comply with Sections 1810 through 1815 of the Labor Code, which pertain to the maximum hours of work, records to be kept, penalties, and overtime.
6. WORKERS' COMPENSATION: Contractor shall secure the payment of workers' compensation in accordance with Section 3700 of the Labor Code.
7. AIR POLLUTION CONTROL: Contractor shall comply with air pollution control rules, regulations, ordinances, and statutes applicable to performance of work including those specified in Section 11017 of the Government Code.
8. ANTITRUST CLAIMS: Sections 4550 through 4554 of the Government Code pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.
9. INJURY AND ILLNESS PREVENTION
 - A. General: Contractor shall comply with injury and illness prevention and safety ordinances, rules and laws applicable to performance of work.
 - B. Guarding Work: Contractor shall furnish, erect and maintain fences, barriers, warning devices, and provide flag persons and guards to give warning to the public or others of any dangerous condition to be encountered as a result of work.
 - C. Violations of Safety Requirements: Engineer may order immediate action to correct conditions which endanger any person or property. Contractor shall take corrective action within the time specified in the order. If Contractor fails to provide corrective action within the time specified in the order, Department may undertake at Contractor's expense, work necessary to correct such conditions or take any other action it deems appropriate.
 - D. Trench Excavation: Pursuant to Section 6705 of the Labor Code, before beginning excavation for a trench 5 feet or more in depth, Contractor shall furnish to and receive acceptance from Engineer detailed plans showing design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground. Plans shall be furnished at least 5 days before Contractor intends to begin trench work. If plans vary from shoring system standards established by the Safety Orders, the plans shall be prepared by a civil or structural engineer currently registered in California. Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Safety Orders.

- E. Inquiry Identification Numbers: Prior to conducting excavation, Contractor shall obtain permits and inquiry identification numbers pursuant to Section 4216, et seq. of the Government Code.
 - F. Underground Service Alert (USA): The telephone number for Northern California is (800) 642-2444 and for Southern California is (800) 422-4133.
10. SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code. Violations shall subject Contractor to penalties described in the Act.
 11. RETENTIONS FOR STOP NOTICES AND CLAIMS: Department will retain out of funds due or that become due to Contractor sums sufficient to cover claims filed pursuant to Sections 3179 et seq. of the Civil Code; tax demands filed in accordance with Section 12419.4 of the Government Code; claims of State agencies offset under Section 12419.5 of the Government Code; and other claims, penalties and forfeitures for which Department is authorized to retain money.
 12. NONDISCRIMINATION: In the performance of the contract, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code, Sections 12990 et seq. of the Government Code and Title II, Division 4, Section 8107, Clause (b) of the California Code of Regulations are incorporated herein in full by this reference.

END OF DOCUMENT

DOCUMENT 00704

CONTRACTUAL RELATIONSHIP OF PARTIES

1. AUTHORITY OF ENGINEER

- A. General: Engineer will decide questions as to interpretation and fulfillment of contract requirements, and the prosecution, progress, quality, and acceptability of work. Engineer will implement and enforce decisions by issuing orders, directives, instructions and notices to Contractor and Contractor's officers, agents, representatives and employees. Any failure by Contractor to comply with such orders, directives, instructions and notices will be subject to the provisions of Document 00705 – Prosecution of Work, Paragraphs 8 and 9.
- B. Delegations: Engineer will advise Contractor of current delegations of authority.
- C. Written Confirmation: Any oral decision, order, instruction, approval, direction, or notice of Engineer will be confirmed in writing upon Contractor's written request.

2. CONTRACTOR'S RESPONSIBILITY FOR WORK AND PERSONS OR ENTITIES ENGAGED IN WORK: Contractor shall be responsible for work and for persons or entities engaged in work, including but not limited to subcontractors, suppliers and providers of services. Contractor shall give attention to fulfillment of the contract and shall keep work under control. Department will not mediate disputes between Contractor and any other entity concerning responsibility for performance of work.

3. INDEMNIFICATION: Contractor shall indemnify, hold harmless, protect and defend State and its officers, employees, agents and representatives from loss, suits, actions or claims brought for or on account of violation of laws, ordinances, rules, or regulations, or injury, damage, or loss, including death, caused by acts or omissions of Contractor, its employees, or agents.

4. INSURANCE

- A. Certificates of Insurance: Within 15 days after receipt of notice to begin work, and thereafter throughout the performance of work, Contractor shall furnish Engineer certificates of insurance naming State, its officers, employees, agents and representatives as additional insureds on any Contractor's liability insurance and builder's risk insurance which cover operations under the contract. The certificates shall provide that the coverage shall be primary, State will not be responsible

for premiums, assessments or other costs of the insurance and coverage shall not be canceled or modified without 15 days prior written notice to Engineer.

- B. Additional Insurance: If directed, Contractor shall provide additional insurance for State. Limits of coverage and terms of such insurance shall be as directed. Department will reimburse Contractor for actual direct cost of such additional insurance, plus one percent.

5. PATENTS

- A. Contractor shall assume costs of, and agrees to indemnify, hold harmless, protect and defend State, its officers, employees, agents and representatives from loss, suits, actions, or claims arising from use of patented materials, equipment, devices, or processes on or in work.
- B. The foregoing requirement will not apply to any patented item for which Department has supplied detailed design, design criteria or operating requirements, or which is patented only in combination with items furnished by Department provided that:
 - 1) The item is not a stock item available on the open market.
 - 2) The item is specified by trade name or manufacturer's name.
 - 3) Contractor, subcontractors, or suppliers have no interest in the patent in question.
 - 4) Before ordering or using the item, Contractor notifies Engineer in writing of the patent.

6. GUARANTEE

- A. Contractor guarantees that work is in accordance with the contract and fit for use as specified. Guarantee period shall be one year unless otherwise specified or a longer period is provided by law. Guarantee period shall commence upon acceptance, except guarantee period shall commence for a part of the project upon use by Department prior to acceptance. Guarantee periods for corrective work shall commence anew upon completion of corrections.
- B. Corrective work under guarantees shall be performed as specified in Document 00705 – Prosecution of Work, Paragraph 8.

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

END OF DOCUMENT

DOCUMENT 00705

PROSECUTION OF WORK

1. COMMENCEMENT OF WORK AND TIME OF COMPLETION
 - A. Time is of the essence of the contract. Department will issue to Contractor a notice to begin work designating the starting date on which Contractor shall begin work. Contractor shall diligently prosecute work from such date to completion within time specified or any adjustments thereof.
 - B. Should Contractor begin work in advance of receiving notice to begin work, such work may be considered as having been done at Contractor's sole risk as a volunteer.
2. LIQUIDATED DAMAGES: If work is not completed, as determined by Engineer, within the time specified or any adjustments thereof, damage will be sustained by Department. It is and will be extremely difficult and impracticable to determine the actual damage which Department will sustain by reason of such delay. Therefore, Contractor shall pay to Department, as liquidated damages, the amount as specified. Department may deduct liquidated damages from funds due or that become due to Contractor.
3. PROSECUTION OF WORK
 - A. Contractor shall furnish schedules as specified. Contractor may perform work at a time earlier than shown in such schedules, provided such action, as determined by Engineer, will not interfere with other related or adjacent work or operations. No claim for extension of time or adjustment in compensation will be allowed for delays to work scheduled for completion earlier than and completed within the time specified or any adjustments thereof.
 - B. The capacity of Contractor's construction equipment and plants, the sequence and methods of operation, and the forces employed shall be such as to achieve completion of work within time specified or any adjustments thereof.
 - C. If Engineer determines that Contractor's progress is not sufficient to achieve completion of work, within the time specified or any adjustments thereof, Engineer may order Contractor to do any or all of the following:

- 1) Furnish a plan or schedule for improving progress.
 - 2) Take steps as necessary to improve progress and advise Engineer thereof in writing.
 - 3) Increase the personnel employed, add overtime operations, increase the number of shifts, increase the capacity of construction equipment and plants, change the sequence of operations, change the methods of operation, or take other steps to improve progress.
- D. An order pursuant to Paragraph 3.C shall not be considered an order for acceleration or a notice of default within the meaning of Section 10253 of the Public Contract Code.
4. DELAY AND TIME EXTENSIONS

A. General:

- 1) If Contractor discovers an occurrence which may potentially delay work, Engineer shall be notified, in writing, as soon as it comes to Contractor's attention, and in any event not later than 15 days following its commencement.
- 2) If the occurrence may delay work beyond the time specified or any adjustments thereof, Contractor shall furnish to Engineer written documentation and analysis of the occurrence and extent of the delay. Engineer will issue a time extension for that part of the occurrence, which is the controlling cause of the delay and is due to the causes specified in Paragraph 4.B. Time extension will be allowed only if the cause is beyond the control and without the fault or negligence of Contractor. Contractor will be notified if Engineer determines that a time extension is not justified.

B. Causes for Time Extension:

- 1) Changes.
- 2) Failure of Department to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which Department is responsible.
- 3) Survey error by Department.
- 4) An increase in the quantity of a unit price item of work above 125 percent of the quantity estimated in the bid schedule.

- 5) Occurrences of a severe and unusual nature including, but not limited to, earthquake, fire, flood, cloudburst, cyclone, or inclement weather. Inclement weather will not be considered severe and unusual, unless it results in precipitation which, either in amount, frequency, or duration, is not equaled or exceeded at the location and during the time of year in question on an average of more than once in ten years, as determined by Engineer.
 - 6) Act of the public enemy, act of another governmental entity, epidemic, quarantine restriction, freight embargo, strike or labor dispute.
 - 7) Suspension of work pursuant to Paragraph 7.A.1 or Paragraph 7.A.3.
5. ADJUSTMENTS IN COMPENSATION: Adjustments in compensation for delays or time extensions will be allowed only for causes in Paragraphs 4.B.1 through 4.B.4 and 7.A.3 computed in accordance with Document 00707 – Changes, Paragraph 2. No adjustments in compensation will be allowed when Contractor caused delays and Department caused delays occur concurrently.
6. ACCELERATION: Engineer may order Contractor to accelerate work to decrease the time of completion. Adjustment in compensation provided for acceleration will be determined pursuant to Document 00707 – Changes. Change orders for acceleration may include provisions for reduction in compensation and the assessment of liquidated damages if the accelerated completion date is not achieved.
7. SUSPENSION OF WORK: Engineer may suspend work by written order to Contractor. Contractor shall immediately comply with the order, and shall resume the suspended work only upon Engineer's order. No adjustment in compensation or time will be allowed due to the failure or refusal of Engineer to order suspension.
- A. Suspension may be for any of the following:
- 1) Conditions unfavorable for the proper prosecution of work as determined by Engineer.
 - 2) Failure of Contractor to carry out orders or to perform any provision of the contract.
 - 3) The convenience and benefit of Department.

8. DEFECTIVE WORK

- A. Any work, materials or equipment not conforming with the contract will be considered defective work and will be rejected by Engineer. Any failure by Contractor to comply with any orders, directives, instructions or notices issued by Engineer will also be considered defective work. Minor defects may be waived by Engineer. If a waiver will result in appreciable cost savings to Contractor, in the opinion of Engineer, it will be made only upon an equivalent adjustment in compensation determined pursuant to Document 00707 – Changes, Paragraph 2.
- B. Contractor shall commence corrective work when ordered, and shall diligently perform such work to its completion. Department may defer commencement of corrective work until the materials or equipment can be taken out of service.
- C. Contractor shall bear all costs of corrective work, which shall include necessary disassembly, transportation, reassembly, retesting, repair or replacement of the defective materials or equipment, and any necessary disassembly and reassembly of adjacent work. Department will disassemble and reassemble at its expense adjacent materials or equipment not furnished by Contractor, where necessary to give access to the defective materials or equipment.
- D. If Contractor fails to comply promptly with an order regarding defective work, Engineer may cause the defective work, materials or equipment to be corrected, removed or replaced. The costs thereof shall be the responsibility of Contractor and may be deducted from funds due or that become due to Contractor. If such funds are not available, Department will be entitled to recover such costs and all costs and expenses incurred in recovering such costs, including reasonable attorneys' fees.
- E. The rights and remedies of Department are not exclusive, and do not preclude the exercise of any other rights or remedies provided by the contract or by law.

9. TERMINATION FOR DEFAULT

- A. If Contractor fails to comply with an order, perform work or furnish materials or equipment of the quality required by the contract, prosecute orders for changes or in any other respect to fulfill the requirements of the contract, Director may by written notice terminate Contractor's control over work and may, in addition to any other available legal remedy:

- 1) Provide labor, construction equipment, materials or equipment required for performance of work and deduct the cost thereof from funds due or that become due to Contractor.
 - 2) Assume responsibility for completion of work.
- B. In the event of such termination, Contractor shall:
- 1) Preserve materials and equipment at the work site until notified of those items for which Department will assume responsibility.
 - 2) Remove from the work site materials and equipment not designated for use.
 - 3) Assist Engineer in making an inventory of materials and equipment in storage at the work site, enroute to the work site, in storage or manufacture at other locations and on order from suppliers.
 - 4) Assign to Department or its designee construction equipment, subcontracts and supply contracts as designated by Engineer.
- C. Contractor's liability to Department upon termination shall be as provided in the State Contract Act and shall include, as part of those damages sustained or to be sustained by Department, liquidated damages for delay through the time of completion of the project.
10. TERMINATION FOR CONVENIENCE
- A. Department reserves the right to terminate the contract at any time if Department determines that to do so would be in its best interest.
- B. Department will issue to Contractor a written notice that the contract is to be terminated. Upon receipt of notice, except as otherwise directed, Contractor shall:
- 1) Stop all work.
 - 2) Take action as necessary to protect materials and equipment from damage.
 - 3) Notify all subcontractors and suppliers that the contract is being terminated and that work on their contracts or orders will be terminated.
 - 4) Provide Engineer with an inventory of materials and equipment previously purchased, or ordered, including its storage location, and such other information as Engineer may request.

- 5) Dispose of materials and equipment as directed and provide Department with title to all other materials and equipment purchased for work hereunder, including materials and equipment for which progress payment has been made as provided in Document 00708 – Payments and Retentions, Paragraph 2, and with documents of title for materials and equipment.
- C. Contractor's responsibility for damage to materials and equipment transferred to Department will terminate when title and delivery of such materials and equipment have been accepted in writing by Department.
 - D. When Engineer determines that Contractor has completed work necessary to secure the project for termination, Department will accept work.
 - E. The total compensation under the contract to be paid to Contractor shall be determined by Engineer as follows:
 - 1) The amount due for work performed prior to receipt of the termination notice, adjusted for defective work as specified in Paragraph 8, actual quantities, and returned materials and equipment.
 - 2) The necessary cost of work, determined in accordance with Document 00707 – Changes, required for termination and demobilization and for handling materials and equipment returned to the supplier, delivered to Department, or as otherwise directed.
 - 3) An allowance of four percent of the portions of the contract prices allocable to the work not performed. However, such allowance shall not exceed four percent of the difference between the amount that would have been due for the quantity listed in the bid schedule and the amount due under Paragraph 10.E.1.

END OF DOCUMENT

DOCUMENT 00706

CONTROL OF WORK

1. SITE CONDITIONS

- A. The conditions expected to be encountered at the work site and inherent in the work are defined by the information that would be obtained by careful examination of the work as required by Document 00200 – Instructions to Bidders, Paragraph 2 and all related information and data identified in Document 00300 – Information Available.
- B. Contractor shall immediately notify Engineer, in writing, before any of the conditions are disturbed of:
 - 1) Subsurface or latent physical conditions at the work site differing materially from those expected to be encountered.
 - 2) Unknown physical conditions at the work site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- C. Engineer will promptly investigate such conditions. If Engineer determines that such conditions are materially different and cause an increase or decrease in Contractor's cost or the time required for performance of the work, an extension of time and adjustment in compensation will be made in accordance with Document 00705 – Prosecution of Work, Paragraph 4 and Document 00707 – Changes, Paragraph 2.

2. CONTRACTOR'S RESPONSIBILITY FOR THE PROJECT

- A. Contractor shall have charge and care of and bear risk of loss or damage to the project until its acceptance, except as follows: Pursuant to Section 7105 of the Public Contract Code, Contractor shall not be responsible for cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, and which damage is in excess of five percent of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and drawings and specifications. For the purposes of this paragraph only, act of God shall include only the following: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

- B. Contractor will be relieved of responsibility for loss or damage to any portion of the project solely caused by Department's possession and negligent use prior to acceptance. Such possession and negligent use shall not relieve Contractor of responsibility for other damages or for completion of work within time specified or any adjustments thereof and liquidated damages.
 - C. Commercial uses on or of State property or facilities may only be made with written consent of Engineer.
 - D. Contractor shall not create or permit the continued existence of any nuisance in or about the work site.
 - E. Materials and equipment shall be furnished in sufficient quantities and at such times to ensure orderly progress of work. They shall be stored and protected to guarantee preservation of quality, appearance, and suitability for the project. When stored they shall be located to facilitate inspection and to avoid interfering with work of others.
3. CONDUCT OF WORK
- A. Contractor's Supervision of Work: Contractor shall provide competent, efficient supervision of work. Performance of work shall be in a skillful and orderly manner.
 - B. Contractor's Representative: Before beginning work, Contractor shall designate in writing a representative who shall:
 - 1) Have authority to supervise work.
 - 2) Have authority to receive and implement orders from Engineer.
 - 3) Normally be present during performance of work.
 - 4) Not be removed by Contractor before another representative meeting all of the foregoing requirements is designated.
 - C. Execution of Documents: Before beginning work, Contractor shall designate in writing a representative who shall have authority to execute and bind Contractor to change orders, claims, releases and similar documents.
 - D. Removal of Contractor's Personnel: If ordered, Contractor shall immediately remove from work site any person or entity failing or refusing to carry out orders, or that is insubordinate, disorderly, or incompetent.

E. Cooperation With Others:

- 1) Department reserves the right to do other work on or near the project. Contractor shall cooperate with others and conduct work so as to facilitate work by Department or others and prevent delay, additional expense or hindrance thereto. Contractor shall request from, and exchange with others, drawings, data and information as necessary to insure proper completion of the project and work of others. Contractor shall furnish to Engineer copies of correspondence and drawings exchanged with other contractors.
- 2) Contractor shall conduct, adjust, correct, and coordinate work with work of others so that the project shall be free of defects.

4. SUBMITTALS

- A. Contractor shall furnish submittals to Engineer as specified or directed which may include, but not be limited to, Contractor schedules, injury and illness prevention program, quality control program, working drawings, calculations, reports, manuals, data on materials and equipment, samples and resubmittals.
- B. Submittals will be subject to review by Engineer for conformity with the drawings and specifications. Contractor shall notify Engineer in writing of any deviations from the drawings and specifications.
- C. Any "Proprietary" or similar designation on submittals may be disregarded by Department.
- D. Correspondence and submittals shall be written in English and numerical data shall conform to ANSI/IEEE Standards 260.1 and 260.3.

5. BRAND OR TRADE NAMES: Pursuant to Section 3400 of the Public Contract Code the contract does not limit or call for the supplying of any material, product, thing or service to a specific concern except for services by Contractor or by subcontractors listed pursuant to Sections 4100 et seq. of the Public Contract Code. Wherever an item is specified by brand, trade name, or specific concern, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary in the public interest or to match other such items in use or to be used.

6. SUBSTITUTIONS

- A. Engineer may approve the use of substitute materials, equipment or methods if, as determined by Engineer, the substitute is equal in quality, capacity and serviceability to the item or method specified and has the required characteristics for the purpose intended. Contractor shall furnish data and information requested by Engineer on any substitution. Requests by Contractor and supporting data shall be furnished in sufficient time to permit decision on the proposed substitution without delaying work.
- B. Department and Contractor shall share equally cost decreases which result from approved substitutions. Adjustments in compensation will be determined pursuant to Document 00707 – Changes, Paragraph 2.
- C. Any substitution shall be at no additional cost to the Department.

7. CONSTRUCTION EQUIPMENT AND PLANT: Construction equipment shall be identified by readily visible numbers. If ordered, Contractor shall remove unsatisfactory construction equipment and discontinue the operation of unsatisfactory plants.

8. MATERIALS AND EQUIPMENT

- A. Furnished by Contractor:
 - 1) Contractor shall furnish materials and equipment as specified.
 - 2) Only materials and equipment conforming to the requirements of the contract shall be incorporated in the project. Except as otherwise specified or approved, materials and equipment shall be new and unused.
 - 3) Sources of materials shall be subject to approval before delivery from those sources. Approval of a materials source will be withdrawn when such materials are found to be defective, and Contractor shall stop deliveries from that source.
 - 4) Contractor shall assign and furnish to Department all manufacturer's and supplier's warranties and guarantees.

B. Preparation of Equipment for Shipment:

- 1) Contractor shall prepare equipment for shipment in such manner as to protect it from damage or loss in transit.
- 2) Each packing unit and major part shall include a packing list and be plainly marked for identification. Such identification shall include the name of the manufacturer, name and location of the manufacturer's plant, manufacturer's shop number, name of the part, package weight, title of the contract and specification number.

C. Furnished by Department:

- 1) Materials and equipment to be furnished by Department will be available to Contractor as designated. Contractor shall unload, remove and be responsible for such materials and equipment from the time of unloading and removal from the designated location. Contractor shall bear any demurrage and storage charges arising from failure to timely remove such materials and equipment.
- 2) Contractor shall promptly inventory such materials and equipment and notify Engineer of any shortages or defects discovered. Engineer may order Contractor to return defective or unsuitable materials or equipment, or perform corrective work thereon.

9. TESTING OF MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be tested by Contractor during the progress of work, unless otherwise designated. Tests shall be witnessed by Engineer unless waived. Contractor shall give Engineer 15 days advance written notice of all such tests unless otherwise specified or approved. Engineer may perform tests of materials and equipment and Contractor shall furnish samples as directed.
- B. Contractor shall test materials or equipment in accordance with designated test method or authority and shall furnish Engineer two certified copies of test results unless otherwise specified. Such materials or equipment shall not be incorporated until test results indicate conformance, unless waived by Engineer.
- C. Materials or equipment found unacceptable will be rejected and retesting shall be at Contractor's expense.

10. PROPERTY RIGHTS IN MATERIALS AND EQUIPMENT: Materials or equipment furnished shall, upon progress payment therefor, become the sole property of Department after being attached or affixed to State's property, or after delivery or storage subject to or under the control of Department. Until acceptance, Contractor shall continue to bear risk of loss or damage to such property unless such loss or damage arises from the causes for which Contractor would be relieved of responsibility as specified in Paragraphs 2.A and 2.B.
11. INSPECTION
 - A. Contractor at all times shall permit Engineer to inspect work. Contractor shall provide at least 2 days advance notice to Engineer where and when work is ready for inspection. Work shall be accessible until inspected by Engineer. Should work become inaccessible without inspection, it shall be made accessible at Contractor's expense.
 - B. When Contractor intends to perform work on Saturday, Sunday, a legal holiday, or other than Contractor's regular work period, Contractor shall give notice to Engineer of such intention at least two days prior to the end of State's preceding work period.
 - C. Engineer will designate materials and equipment to be inspected at the place of production or manufacture. Contractor shall provide 15 days advance written notice to Engineer of the start of production or manufacture of such materials or equipment unless otherwise specified or approved. Failure to designate materials and equipment shall not limit the right to inspect them at the place of production or manufacture. Contractor shall include notice of these requirements in all subcontracts and supplier contracts.
 - D. Neither inspection nor lack of inspection of work, nor presence or absence of Engineer during performance of any work shall waive any requirements of drawings and specifications, or relieve Contractor of any obligation thereunder. Defective work, materials, and equipment may be rejected notwithstanding their prior inspection or lack of inspection by Engineer.

12. **CLEANING:** During the contract, Contractor shall keep project and nearby property clean and free from nuisance and accumulation of construction debris, dust, liquid and trash. Contractor shall remove construction equipment and waste materials, and thoroughly clean and drain the work site before requesting the final inspection.
13. **PROTECTION OF PROPERTY AND FACILITIES:** Contractor shall protect property and facilities from damage and shall properly correct damage resulting from any cause.
14. **FINAL INSPECTION AND ACCEPTANCE:** When work is completed, Contractor shall so certify and shall request final inspection. Within 10 days of receipt of certification, Engineer will make final inspection. If Engineer determines that work has been completed, a letter of acceptance will be sent to Contractor. Acceptance will establish conformity with the contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any guarantee and warranty, express or implied. If Engineer determines that work is not complete, Contractor will be notified of deficiencies and shall initiate procedures for another final inspection.
15. **USE PRIOR TO ACCEPTANCE:** Upon written notice, Department may take possession of, use and maintain all or a part of the project prior to acceptance.

END OF DOCUMENT

DOCUMENT 00707

CHANGES

1. GENERAL

- A. Engineer may order changes including revisions to drawings and specifications, performance of extra work and the deletion of work. Such orders will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. Contractor shall notify Engineer as soon as it comes to Contractor's attention whenever it appears a change is necessary, and when ordered, shall stop work in the areas that may be affected. Contract time and compensation will be adjusted for changes which materially increase or decrease the time for performance or cost.
- B. Contractor when ordered shall proceed with changes before agreement is reached on adjustment in compensation or time for performance, and shall furnish to Engineer at the end of each day signed detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performing the changes. Records shall be kept on Department form titled Daily Disputed Work Report, and verified by Engineer unless otherwise approved. If Contractor fails to provide such records Department records will be used for purpose of adjustment in compensation or time for performance.

2. ADJUSTMENTS IN COMPENSATION

- A. For Variations in Quantities: Adjustments in compensation for unit price items for variations in quantities not covered by a change will be determined in accordance with Paragraphs 2.A.1 and 2.A.2 and Paragraphs 2.C through 2.I:
 - 1) Quantities in excess of 125 percent of the estimated quantity will be paid by an adjusted unit price. The adjustment to the unit price will be the difference between the contract unit price and the actual unit cost for the total quantity for the item. Fixed costs will be deemed to be recovered by payments made for 125 percent of the estimated quantity and will not be included in determining the adjustment. Fixed costs are necessary labor, materials and equipment and services, and construction equipment costs which remain constant regardless of the quantity of the item.

- 2) For work greater than zero but less than 75 percent of the estimated quantity, the adjustment, upon Contractor's written request, will be the difference between the unit price and the actual unit cost of the total quantity of the item, including fixed costs. In no case will payment exceed that which would have been made for 75 percent of the estimated quantity at the contract unit price.
- B. For Changes, Delays and Time Extensions: Adjustments in compensation for changes, delays, and time extensions will be made as determined by Engineer in accordance with Paragraphs 2.B.1, 2.B.2, 2.B.3, or combinations thereof.
- 1) By agreement on basis of estimates of increases or decreases in costs. Upon Engineer's written request, Contractor shall furnish within the time specified in such request a detailed estimate of increases or decreases in costs, itemized cost breakdowns, and other supporting data prepared in accordance with Paragraphs 2.C through 2.I.
 - 2) Unilaterally by Engineer.
 - 3) For actual necessary costs as determined by Engineer in accordance with Paragraphs 2.C through 2.I, on the basis of detailed hourly records for that day furnished and signed by Contractor and verified by Engineer, on Department form titled Daily Extra Work Report, of labor and construction equipment; and itemized records of materials, equipment and services used in performance of the changes.
- C. Labor: Compensation for labor shall include the necessary cost for labor, including the first level supervision, directly engaged in performance of the changes. Wages shall not exceed current prevailing wage rates in the locality for performance of the changes. Use of a classification which would increase labor cost will not be permitted. Exceptions to the above will be permitted only where Contractor establishes to the satisfaction of Engineer, the necessity for payment at higher rates or classifications. The necessary cost of labor shall be computed as indicated in Appendix I.
- 1) Wages: The hourly rate paid shall include any employer payments to or on the behalf of the workers for health and welfare, pension, vacation, training, and other similar purposes.
 - 2) Labor Surcharge: The labor surcharge shall include the necessary cost for Worker's Compensation, Liability Insurance, Federal

Unemployment Insurance, State Unemployment Insurance, and Social Security (FICA).

- 3) Subsistence: The necessary cost for subsistence and travel allowances paid to such workers.

D. Materials and Equipment: Compensation for materials and equipment shall include the necessary cost directly required for performance of the changes. All available discounts shall be credited to Department. If prices furnished by Contractor for materials and equipment are excessive or if Contractor fails to furnish satisfactory evidence of prices, the cost shall be the lowest current wholesale price available in quantities required, or an equivalent to such wholesale price as determined by Engineer. Department reserves the right to furnish materials and equipment required for performance of changes and Contractor shall have no claim for costs or mark-ups for such materials and equipment.

- 1) If materials and equipment are obtained from a supply or source owned by or in part by Contractor, a subcontractor or supplier compensation shall not exceed current wholesale prices.
- 2) If materials and equipment are produced or manufactured to custom design or custom criteria specified by Department, compensation will be for supplier's necessary costs determined in accordance with Paragraphs 2.C through 2.F.

E. Construction Equipment:

- 1) Compensation for construction equipment shall include the necessary cost for use of construction equipment directly required for performance of the changes. Any use for less than 30 minutes shall be considered one-half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on standby, for any reason, unless such times have been approved. Rental time for construction equipment moved by its own power shall include time required to move construction equipment to work site from the nearest available source for rental of such construction equipment, and to return it to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time therefor. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any work other than the changes. No allowance will be made for individual pieces of construction equipment having replacement value of \$500 or less. No construction equipment cost will be recognized in excess of rental

rates established by distributors or equipment rental agencies in the locality for performance of the changes or Labor Surcharge and Equipment Rental Rates published by Caltrans, whichever is less.

- 2) Unless otherwise approved, allowable rate for use of construction equipment shall constitute full compensation for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for construction equipment operators), and any and all costs incidental to use of such construction equipment.
- F. Services: Compensation for services shall include the necessary cost for technical and professional services approved in advance and directly required for performance of the changes. No compensation will be allowed under this paragraph for any person or entity that is used to perform any work other than the changes. Invoices for services shall be based on current market prices and itemized in accordance with the established practice of the applicable service.
- G. Mark-Ups for Added or Deleted Work:
- 1) General: The following additions and deductions will be made to the payments to Contractor as mark-ups for performance of added work or deletion of work, and shall provide full compensation and adjustment for all costs and profit not covered by Paragraphs 2.C through 2.F. Only one of the percentages listed for the additions and deductions shall be applied to each of the costs determined under Paragraphs 2.C through 2.F., regardless of the number of tiers or combinations of entities that provide or would have provided such work.
 - 2) For Added Work: For an increase in cost due to added work as determined pursuant to Paragraphs 2.C through 2.F, a further addition will be made for:
 - a. Labor provided by: Contractor – 22 percent; subcontractors – 27 percent; suppliers as described in Paragraph 2.D.2 – 27 percent
 - b. Materials and equipment and services provided by: Contractor – 15 percent; subcontractors – 20 percent; suppliers as described in Paragraph 2.D.2 – 20 percent.
 - c. Construction equipment provided by: Contractor – 15 percent; subcontractors – 20 percent; suppliers as described in Paragraph 2.D.2 – 20 percent.

- 3) For Deleted Work: For a deduction due to deletion of work, as determined pursuant to Paragraphs 2.C through 2.F, a further deduction will be made for:
 - a. Labor provided by: Contractor – 17 percent; subcontractors – 22 percent; suppliers as described in Paragraph 2.D.2 – 22 percent.
 - b. Materials and equipment and services provided by: Contractor – 10 percent; subcontractors – 15 percent; suppliers as described in Paragraph 2.D.2 – 15 percent.
 - c. Construction equipment provided by: Contractor – 10 percent; subcontractors – 15 percent; suppliers as described in Paragraph 2.D.2 – 15 percent.
 - 4) When an entire item is deleted, Contractor will be paid four percent of the total price in the bid schedule for the item as full compensation for such deletion.
- H. Compensation for Delays or Time Extensions: If a delay or time extension is cause for an adjustment in compensation as provided in 00705, Paragraph 5., Contractor shall furnish supporting data to Engineer of the effect of the delay on the costs of performing work and of the amount of additional compensation that may be due. Supporting data shall conform to generally accepted auditing standards and include pre-bid records and estimates, schedules, fragnets, or other such data; and certified cost records for work performed and for additional costs correlated with the elements of the delay or time extension.
- 1) Engineer will determine the effect of such delay or time extension and, if necessary, issue a change order for any adjustment in compensation found due, as provided in Paragraphs 2.C through 2.G, for costs of work performed as a result of the delay or time extension.
 - 2) Engineer may also issue a change order for any additional compensation found due for the effects of such delay or time extension, to cover costs not provided for under Paragraphs 2.C through 2.G.
- I. General Limitations: No payment will be made to Contractor which exceeds market values prevailing at time and locality of the change unless Contractor establishes that all reasonable means for performance of the changes at prevailing market values have been

investigated and excess cost could not be avoided. Notwithstanding actual charges to Contractor on work performed or furnished by others, no mark-ups will be allowed in excess of those specified in Paragraph 2.G.

3. EXECUTION OF CHANGE ORDERS: Contractor's acceptance, in writing, of a change order shall constitute final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

END OF DOCUMENT

DOCUMENT 00708

PAYMENTS AND RETENTIONS

1. CONTRACT PRICES

- A. Items of work to be paid for at a contract price per unit of measurement will be measured by Engineer in accordance with United States standard measures.
- B. The contract prices shall include full compensation for all costs incurred for completion of the project, including but not limited to taxes, fees, and duties attributable to the project whether imposed by foreign, federal, state, or local governments. No tax exempt certification will be furnished.

2. ESTIMATES AND PROGRESS PAYMENTS

A. Estimates:

- 1) Engineer, once each month, will estimate the total amount and value of:
 - a. Work done to the time of such estimate including performance of work done under an approved change order. If requested by Contractor, Engineer may allow reasonable allocation for a lump sum or composite unit price item for components of work, such as various phases of work at work site or manufacture of materials and equipment offsite. There will be no separate price allocation of preliminary or incidental activities including, but not limited to, administration and overhead, design, formwork, and similar items, but these may be distributed over the appropriate components of work.
 - b. Unused materials and equipment furnished and either paid for in full or for which Contractor has title in writing and that are subject to or under the control of Department at the time of such estimate. Contractor shall furnish copies of paid vendors' invoices or other documentation of ownership and evidence that such materials and equipment are stored subject to or under the control of Department.
- 2) In the absence of an accepted change order, Engineer may include work done under an order for change, when no payment for such work continues for more than 90 days after date of the order for

change, and aggregates a cost of \$2,500 or more. Estimate for such work will be based on records furnished pursuant to Document 00707 – Changes, Paragraph 1.B.

- 3) At Engineer's request Contractor shall set forth on a Department furnished form the amounts and values of work done or materials and equipment furnished to be included in each estimate.

B. Progress Payments:

- 1) Upon completion of each monthly estimate of work done and materials and equipment furnished, Department, subject to the provisions of Paragraphs 2.A and 2.E, will make progress payments to Contractor. The progress payments will be the estimated value of such work, materials and equipment, less the amount of prior progress payments, liquidated damages and other amounts to be deducted or retained under the contract or pursuant to law.
- 2) An estimate or progress payment shall not be considered acceptance of work, materials, or equipment. Estimated amounts and values of work done and materials and equipment furnished will be adjusted to actual amounts and values, as they become available, in subsequent estimates and the final estimate. Progress payments will be subject to correction in subsequent estimates and the final estimate.
- 3) Progress payments for mobilization shall not exceed that authorized in Section 10264 of the Public Contract Code.

C. No Progress Payments:

- 1) No progress payment need be made when Engineer determines that Contractor is not prosecuting work in accordance with the contract, there may be cause for termination for default or when the payment would be less than \$1,000.
- 2) Engineer may withhold all or part of a progress payment when Contractor has failed to furnish submittals specified in Document 00706 – Control of Work, Paragraph 4, or information as specified in Document 00707 – Changes, Paragraph 2.B.1.

- D. Contractor Payments to Subcontractors: Contractor shall pay subcontractors within 10 days of receipt of each progress payment, as provided in Section 10262 of the Public Contract Code.

E. Retention from Progress Payments:

- 1) Department will retain from each progress payment five percent of the estimated value of work done and materials and equipment furnished. Amounts retained will not be paid to Contractor until the time of final payment except as otherwise specified in Paragraph 2.E.2.
- 2) On progress payments after 95 percent of work has been completed, if Engineer determines that Contractor is making satisfactory progress, Department may reduce the funds retained to an amount not less than 125 percent of the estimated value of work yet to be completed, as determined by Engineer. Engineer's determination concerning such reduction will be made only after the written request of Contractor and approval in writing by the sureties on the performance and payment bonds.

3. FINAL PAYMENT AND EXCEPTIONS

- A. Within 45 days following acceptance, or within a longer period of time as may be required due to causes within the control or due to the fault or negligence of Contractor, Engineer will prepare and furnish to Contractor a final estimate and release on contract. Such final estimate will itemize the actual quantities of materials and equipment, amounts earned, prior payments and amounts deducted and retained pursuant to the contract and pursuant to law. The final estimate and release on contract will state the amount due.
- B. If Contractor wishes to pursue any potential claim noticed in accordance with Document 00709 – Claims, Paragraph 1, Contractor must state it as an exception in executing the release on contract in a definite amount. Such exceptions shall be submitted and documented as a claim in accordance with Document 00709 – Claims, Paragraph 2.
- C. If Contractor concurs with the amount due as stated on the release on contract, Contractor must insert the words NO EXCEPTIONS on the release on contract, execute and return a copy to Engineer.
- D. Failure of Contractor to execute and return release on contract within 30 days after receiving the final estimate will constitute agreement by Contractor that the final estimate is the total amount due.
- E. Within 30 days after Contractor furnishes required submittals, guarantees, and similar documents, and returns the executed release on contract, Department will pay Contractor the amount determined to be due under the contract.

Payments and Retentions

- F. Within 45 days after claims excepted from Contractor's release on contract have been decided by Engineer or a settlement or award in arbitration becomes final, a supplement to the final estimate will be furnished to Contractor stating the amount, if any, found due; and Department will pay the stated amount to Contractor.
 - G. For a period of three years after acceptance, or until the final resolution of claims if later, the foregoing estimates and payment will be subject to correction for clerical errors in the calculations. One party shall pay to the other any amount found due as a result of such corrections, provided that if the total amount found due is less than \$500, no payment need be made.
- 4. **SUBSTITUTION OF SECURITIES:** Pursuant to Section 10263 of the Public Contract Code Contractor may request substitution of eligible securities for moneys withheld by Department and shall receive interest on the securities posted.
 - 5. **INTEREST:** Interest at the stipulated rate of seven percent per annum will be allowed pursuant to Sections 3287 and 3289 of the Civil Code. No other interest will be allowed, except as may be required by law.

END OF DOCUMENT

00708-4

Contains Critical Energy Infrastructure Information
Do Not Release

DOCUMENT 00709

CLAIMS

1. NOTICE OF POTENTIAL CLAIM

- A. If Contractor objects to any decision, determination, order, directive, instruction, notice, action, or omission of Engineer, Contractor may, within 15 days after receipt or occurrence of the same, furnish to Engineer a written notice of potential claim stating such objections.
- B. Contractor shall furnish at the end of each day detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performance of work related to the potential claim. Records shall be kept on Department form, Daily Disputed Work Report, and will be verified by Engineer unless otherwise approved.
- C. Failure by Contractor to furnish such notice within 15 days, or to provide such records shall constitute a waiver of Contractor's right to file a claim.

2. SUBMISSION AND DOCUMENTATION OF CLAIMS

- A. Contractor may furnish a claim for monetary compensation or damages to Engineer concerning an unresolved matter previously noticed in accordance with Paragraph 1, Notice of Potential Claim. Contractor shall file a written statement of such claim, and claim documentation not later than 30 days after the return of release on contract.
- B. Contractor shall certify the claim is made in good faith, that the supporting data are accurate and complete, and the amount requested accurately reflects the contract adjustment for which Department is responsible. Failure to certify shall constitute a waiver of Contractor's right to receive compensation for the claim. Supporting data shall conform to generally accepted auditing standards and include pre-bid records and estimates and certified detailed labor, materials, equipment, construction equipment and services cost records. Supporting data shall be correlated with the elements of the claim. Should Contractor be unable to support any part of the claim and it is determined that there is falsity of such certification or misrepresentation of fact or fraud on the part of Contractor then, in addition to any other action or remedy including recoupment of damages or reimbursement of Department's costs, Contractor shall be subject to the False Claims Act, pursuant to Section 12650 et seq. of the Government Code.

- C. Failure by Contractor to furnish claim documentation within 30 days after the return of release on contract shall constitute a waiver of Contractor's right to receive compensation for such claim.
- 3. **DECISION ON CLAIMS:** Claims of Contractor arising under and by virtue of contract will be decided by Engineer who will furnish the decision to Contractor, in writing. Such decision need not be furnished until after acceptance.
- 4. **ARBITRATION**
 - A. Sections 10240 et seq. of the Public Contract Code, and applicable regulations of Title 1, Sections 1300 through 1393, of the California Code of Regulations provide for the resolution of unresolved contract claims. Arbitration shall be initiated by filing a Complaint in Arbitration in accordance with said regulations.
 - B. The arbitration decision will be decided under and in accordance with the law of State, supported by substantial evidence. The decision will be in writing, and will contain the basis for the decision, findings of fact, and conclusions of law.

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY GENERAL CONDITIONS
(CHANGES TO DOCUMENTS 00701 THROUGH 00709)

1. CHANGES TO GENERAL CONDITIONS

- A. On page 00701-2, in Paragraph 1 – ABBREVIATIONS, replace “MSDS Material Safety Data Sheets” with “SDS Safety Data Sheets”.
- B. On page 00701-4, Paragraph 2 – DEFINITIONS, replace the definition of “Engineer” with the following:

“Chief of Department’s Division of Engineering or Chief of Department’s Division of Operations and Maintenance, acting either directly or through authorized representatives acting within the scope of delegated authority.”.

- C. On page 00703-1, Paragraph 4 – WAGE REQUIREMENTS, subparagraph A, replace with the following:

“A. General: Contractor shall comply with prevailing wage requirements and shall be subject to restrictions and penalties in accordance with Sections 1770 et seq. of the Labor Code. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).”.

- D. On page 00703-1, Paragraph 4 – WAGE REQUIREMENTS, subparagraph D, retitle and replace with the following:

“D. Prevailing Wage Monitoring and Enforcement:

- 1) DIR Registration of Contractor and Subcontractors: Contractor agrees that he shall remain registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (“DIR registered contractor”) at all times during the performance of the work. Contractor shall independently verify that all subcontractors of every tier are DIR registered contractors at all times during the performance of the work.
- 2) Certified Payroll Records: Contractor shall comply with the Certified Payroll Record (CPR) requirements of Section 1771.4 and Section 1776 of the Labor Code

“and shall require and verify that all subcontractors of every tier comply with such CPR requirements.

- 3) Posting of Job Site Notices: Pursuant to Labor Code Section 1771.4(a)(2), Contractor shall post any job site notices prescribed by the Department of Industrial Relations.
- 4) DIR Enforcement: This Contract is subject to prevailing wage compliance monitoring and enforcement by DIR.
- 5) Penalty Assessment for Non-compliance with CPR Requests; Withholding of Payment: Pursuant to Labor Code Section 1776(h), if the requirements therein regarding production of CPRs within ten (10) days of written request have not been strictly complied with, the offending Contractor or subcontractor(s) shall forfeit the sum of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker, until such offending party has fully complied with the requirements. Upon request of DIR, these penalties shall be withheld from progress payments then due to Contractor. Contractor is not subject to a penalty assessment for failure of a subcontractor to comply with the requirements of this paragraph.”.

- E. On page 00703-1, Paragraph 4 – WAGE REQUIREMENTS, subparagraph E, replace with the following:

“E. Per Diem Wages: Per diem wages shall be deemed to include employer payments to workers needed for performance of work in accordance with Section 1773.1 of the Labor Code.”.

- F. On page 00703-3, Paragraph 9 – INJURY AND ILLNESS PREVENTION, subparagraph F, replace with the following:

“F. Underground Service Alert (USA): The telephone number for Northern California and Southern California is 811.”.

- G. On page 00703-3, replace Paragraph 11 with the following:

“11. RETENTIONS AND NOTICES FOR STOP NOTICES AND CLAIMS

- A. Department will retain out of funds due or that become due to Contractor sums sufficient to cover claims filed pursuant to Sections 9350 et seq. of the Civil Code; tax demands filed

“in accordance with Section 12419.4 of the Government Code; claims of State agencies offset under Section 12419.5 of the Government Code; and other claims, penalties and forfeitures for which Department is authorized to retain money.

- B. Contractor shall inform, and shall require every subcontractor and supplier to inform, each person who furnishes labor, services, equipment or materials for the work that preliminary notices and stop notices submitted to the Department shall be sent to the following address:

State of California
Department of Water Resources
Payables Office
P.O. Box 942836
Sacramento, CA 94236-0001”.

- H. On page 00703-3, add the following after Paragraph 12:

13. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-ASSISTED CONSTRUCTION CONTRACT

- A. The work herein may be financed in part with Federal Funds. The Contractor is required to comply with applicable Federal contract provisions which are incorporated into this contract. The required provisions are included in Appendix IV entitled, “EXHIBIT FEMA, REQUIRED PROVISIONS UNDER CODE OF FEDERAL REGULATIONS, 2 CFR PART 200, APPENDIX II”.

- I. On page 00706-3, in Paragraph 5, replace “3400” with “10129”.

- J. On page 00707-1, replace Paragraph 1.B with the following:

- “B. Contractor when ordered shall proceed with changes before agreement is reached on adjustment in compensation or time for performance. Estimates and Progress Payments for such ordered changes will be based on records furnished in accordance with Paragraph 2.B.3).”.

- K. On page 00707-2, in Paragraph 2.B.3), after “Report” add “or other approved form”.

L. On page 00708-1 and 2, replace Paragraph 2.A with the following:

“A. Estimates:

- 1) Engineer, once each month, will estimate the value of work done to the time of such estimate, including work done under an executed change order, as follows:
 - a. Under unit price items.
 - b. If requested by Contractor, Engineer may allow reasonable allocation for a lump sum or composite unit price item for components of work, such as various phases of work at work site or manufacture of materials and equipment offsite. There will be no separate price allocation of preliminary or incidental activities including, but not limited to, administration and overhead, design, formwork, and similar items, but these may be distributed over the appropriate components of work.
 - c. Unused materials and equipment furnished and either paid for in full or for which Contractor has title in writing and that are subject to or under the control of Department at the time of such estimate. Contractor shall furnish copies of paid vendors' invoices or other documentation of ownership and evidence that such materials and equipment are stored subject to or under the control of Department.
- 2) Such estimate may include work done under an order for change. Estimate for such work will be based on records furnished pursuant to Document 00707 – Changes, Paragraph 1.B. The value of such work will be based on actual necessary costs in accordance with Document 00707, Paragraph 2.B.3).
- 3) At Engineer's request Contractor shall furnish an itemized listing of the amounts and values of work done or materials and equipment furnished to be included in each estimate.”.

SUPERSEDED

L. On page 00708-1 and 2, replace Paragraph 2.A with the following:

“A. Estimates:

- 1) Engineer, twice each month, will estimate the value of work done to the time of such estimate, including work done under an executed change order, as follows:
 - a. Under unit price items.
 - b. If requested by Contractor, Engineer may allow reasonable allocation for a lump sum or composite unit price item for components of work, such as various phases of work at work site or manufacture of materials and equipment offsite. There will be no separate price allocation of preliminary or incidental activities including, but not limited to, administration and overhead, design, formwork, and similar items, but these may be distributed over the appropriate components of work.
 - c. Unused materials and equipment furnished and either paid for in full or for which Contractor has title in writing and that are subject to or under the control of Department at the time of such estimate. Contractor shall furnish copies of paid vendors' invoices or other documentation of ownership and evidence that such materials and equipment are stored subject to or under the control of Department.
- 2) In the absence of an accepted change order, Engineer may include work done under an order for change, when no payment for such work continues for more than 45 days after date of the order for change, and aggregates a cost of \$2,500 or more. Estimate for such work will be based on records furnished pursuant to Document 00707 – Changes, Paragraph 1.B. ****The value of such work will be based on actual necessary costs in accordance with Document 00707, Paragraph 2.B.3).
- 3) At Engineer's request Contractor shall furnish an itemized listing of the amounts and values of work done or materials and equipment furnished to be included in each estimate.”.

M. On page 00708-2, in Paragraph 2.B.1), replace “monthly” with “progress pay”.

N. On page 00708-2, add the following after C.2):

- “3) Engineer may withhold all or part of a progress payment when required Contractor or subcontractor certified payroll records are delinquent or inadequate.”.

END OF DOCUMENT

00800-5

(Addn. No. 1, Pg. 3) K-17

M. On page 00708-2, add the following after C.2):

- “3) Engineer may withhold all or part of a progress payment when required Contractor or subcontractor certified payroll records are delinquent or inadequate.”.

END OF DOCUMENT

SUPERSEDED

ADDENDA AND INFORMATION LETTERS

DOCUMENT 00901

ADDENDA

1. GENERAL
 - A. Pursuant to Document 00200 – Instructions to Bidders, the Department may modify the bid documents, drawings and specifications by issuance of an addendum.
2. COVER PAGES TO ADDENDA
 - A. Any addenda cover page issued will be placed in this document for record keeping purposes.

END OF DOCUMENT

ADDENDUM NO. 1

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

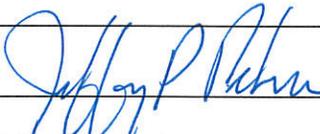
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 00800-4, 00800-5, 01110-4, 01110-5, 01110-6, 01110-7, 01110-8, 01550-2, 2090-7, 02090-8, 02090-10, 02090-12, 02090-13, 02090-15, 02090-22, 02090-23, 02090-24, 02090-26, 02090-27, 02211-3, 02211-4, 03300-2, 03300-6, 03300-7, 03300-8, 03300-9, 03300-10, 03300-11, 03300-12, 03300-13, 03300-14, 03300-15, 03300-17, 03300-18, 03300-20, 03300-21, 03300-22, 03300-23, 03300-24, 03300-25, 03300-26, 03300-30, 03300-32, 03300-33, 03300-25, 03300-36, 03300-37, 03300-38, 03300-41, 03300-42, 03300-44, 03300-45, 03300-46, 03300-47, 03305,5, 03390-5, 03800-7, 03800-11.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.
Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 59 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

ADDENDUM NO. 2

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

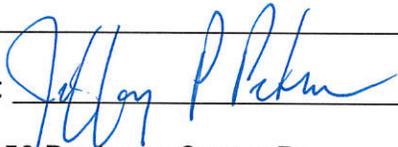
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 00002-1

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.
Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 2 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT
OF THE PREVIOUS 1 ADDENDA.

ADDENDUM NO. 3

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

1. The following changes are hereby made by this addendum:
2. New and revised specification page numbers: 00002-3, 00007-2, 00007-3, 00010-2, 00010-3, 00410-1, 00410-2, 00410-3, 00410-4, 01110-2, 01110-4, 01110-6, 01520-1, 01535-1, 01535-2, 01535-3, 01535-4, 01550-1, 01550-2, 01550-3, 02090-1, 02090-2, 02090-3, 02090-4, 02090-5, 02090-6, 02090-7, 02090-8, 02090-9, 02090-10, 02090-11, 02090-12, 02090-13, 02090-14, 02090-15, 02090-16, 02300-1, 02300-7, 02300-8, 02300-11, 02300-13, 02300-14, 02300-17, 03370-3, 03370-4, 03370-6, 03390-1 (47 pages).
3. Section 03300-1 through 03300-49 replaced in its entirety (49 pages).
4. Deleted Sections: 01520 and 03390 in its entirety (03390-1) (1 page).
5. Revised Section 09970 (09970-1, 09970-2, 09970-3) (3 pages).
6. Revised drawing sheet numbers 001 to 084.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.

Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 104 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT OF THE PREVIOUS 2 ADDENDA.

(Addn. No. 3, Pg. 1) K-17

ADDENDUM NO. 4

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

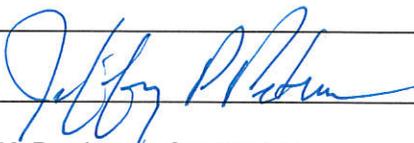
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 00007-1, 00010-3, 00300-3, 00410-2, 01322-1, 01330-5, 01330-10, 01535-3, 01580-1, 01580-2, 01580-3, 01580-5, 02220-1, 02220-2, 02220-3, 02521-1, 02521-2, 02521-3, 02521-4, 02521-5, 02521-6, 02521-7, 02521-8, 02521-9, 02521-10, 02521-11, 03100-2, 03100-8, 03304-1, 03304-4, 03304-5, 03305-1, 03305-5, 03305-6, 03800-1, 03800-3, 03800-4, 03800-6, 03800-7, 03800-8, 03800-10, 03800-11, 03800-15, 03800-22, 03800-23, and 03800-34.
2. New Section: 02521 (11 pages)
3. Revised drawing sheet numbers 085 to 109.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.
Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 47 PAGES AND 25 DRAWINGS.
THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.
EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT
OF THE PREVIOUS 3 ADDENDA.

ADDENDUM NO. 5

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

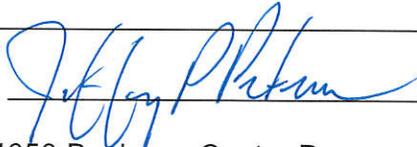
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 00200-5, 00410-2, 00410-4, 01330-10, 01330-13, 01580-1, 02206-1, 02206-3, 02206-4, 02206-4a, 02206-5, 02211-1, 02211-2, 02211-4, 02211-4a, 02220-1, 02220-2, 02220-3, 02300-8, 02720-3, 02720-4, 02820-1, 02820-2, 02820-2a, 02820-3 and 03300-24.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.

Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 27 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT OF THE PREVIOUS 4 ADDENDA.

ADDENDUM NO. 6

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

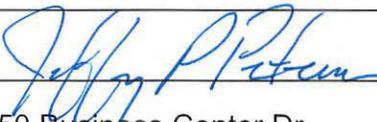
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 00410-1, 00410-3, 01110-8, 02521-1, 02521-6, 02521-7, 02521-10, 02521-11, 03304-5, 03305-5, and 03305-6.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: Kiewit Infrastructure West Co.

By (Authorized Officer):  Jeffrey P. Petersen, Sr. Vice President

Business Address: 4650 Business Center Dr.

Fairfield, CA 94534

Dated: April 15, 2017.

THIS ADDENDUM COMPRISES 12 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT OF THE PREVIOUS 5 ADDENDA.

ADDENDUM NO. 7

PROJECT TITLE: SPILLWAYS
LOCATION: OROVILLE EMERGENCY RECOVERY
SPECIFICATION NO.: 17-09
CONTRACT NO.: C51544
ISSUED BY: STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

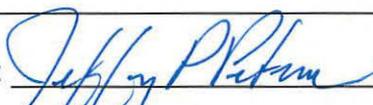
The following changes are hereby made by this addendum:

1. New and revised specification page numbers: 02211-4 and 02211-4a.

BIDDER'S SIGNATURE

This addendum shall be signed below in the same manner as the bid is signed.

Bidder: KIEWIT INFRASTRUCTURE WEST CO.

By (Authorized Officer):  JEFFREY P. PETERSEN, SR VICE PRESIDENT
Business Address: 4650 BUSINESS CENTER DR.
FAIRFIELD, CA 95834

Dated: APRIL 15, 2017.

THIS ADDENDUM COMPRISES 3 PAGES.

THIS COVER PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

EXECUTION OF THIS ADDENDUM CONSTITUTES ACKNOWLEDGEMENT OF THE PREVIOUS 6 ADDENDA.

DOCUMENT 00902

INFORMATION LETTERS

1. GENERAL
 - A. Pursuant to Document 00200 – Instructions to Bidders, the Department may make clarifications by issuance of an information letter.
2. INFORMATION LETTERS
 - A. Any information letters issued will be placed in this document for record keeping purposes.

END OF DOCUMENT

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

**MAR 10 2017****GENERAL INFORMATION LETTER****TO ALL HOLDERS OF
BIDDING DOCUMENTS****INFORMATION LETTER NO. 1**

The following questions have been received for clarification. The Department of Water Resources' (DWR) answers are given immediately following the questions.

Question No. 1: May a bidder submit conditions, clarifications, alternative price quotations, proposals or other changes to bidding or specification requirements at the time the bid is submitted?

Answer: No. Such modifications to the bidding and specification requirements subject the bid to being found non-responsive and, therefore, to being rejected. Refer to Document 00200 – Instructions to Bidders, Paragraph 5.B. The proper time for the bidder to request clarification or modification is well in advance of the bid opening date.

Question No. 2: Must each bidder meet the Disabled Veteran Business Enterprise (DVBE) participation goal to be a responsive bidder?

Answer: Yes. Each bidder is required to meet the DVBE participation goal at the time of bid opening. A bidder who lists zero percent (0%) DVBE participation would be responsive to the DVBE participation requirements only when the bidding requirements specify a zero percent (0%) goal in Document 00206—Instructions for Disabled Veteran Business Enterprise (DVBE) Goal and Incentive, Paragraph 1.A.

To encourage bidders to include DVBE participation on this contract, DWR will apply a three percent (3%) DVBE incentive (for bid evaluation purposes only) to bids that meet or exceed three percent (3%) DVBE participation.

Refer to the bidding requirements in Document 00206 – Instructions for Disabled Veteran Business Enterprise (DVBE) Goal and Incentive. Contact the DVBE Program Coordinator at (916) 653-5490 with any questions.

MAR 10 2017

Question No. 3: How can bidders learn more about whether a possible DVBE subcontractor or supplier: (a) is certified by the Department of General Services as a DVBE, and (b) performs a “commercially useful function”?

Answer: Please refer to Document 00206 – Instructions for DVBE Goal and Incentive. Bidders are encouraged to carefully evaluate the current status of all DVBE firms that bidders intend to list on Document 00445—DVBE Participation. Bidders are encouraged to diligently and thoroughly verify the present certification status of any intended DVBE as well as determine whether the intended DVBE will actually perform a “commercially useful function” as defined in Document 00206, Paragraph 8 E and in Section 999(b)(5)(B) of the California Military and Veterans Code. Follow the links below to web pages for further information:

Certification status:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Caltrans determinations of commercially useful function:

http://www.dot.ca.gov/hq/bep/documents/DVBE_Determinations_Fact_Sheet.docx

If you have any questions or need additional information, you may contact the Contract Coordinator, Division of Engineering at (916) 653-4867.

Sincerely,



for Terry Becker, Chief
Construction Branch
Division of Engineering

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 DESCRIPTION

- A. This project covers the work associated with the Flood Control Outlet (FCO) chute and emergency spillway of Oroville Dam and will include removing and replacing the upper and lower FCO chute, restoring sections of the FCO foundation, and strengthening the emergency spillway.
- B. General:
 - 1. Site work includes developing the following areas:
 - a. Access.
 - b. Staging areas.
 - c. Rock processing areas.
 - d. Portland cement concrete plants and Roller Compacted Concrete plant areas.
 - e. Additional stockpile areas.
 - f. Establishing material transport including conveyor belts, cranes and haul routes.
 - g. Construction office and laboratory trailers for both the Department and the Contractor.
 - h. Construction and vehicle parking areas.
 - 2. Work Site Security:
 - a. Control site ingress and egress.
 - b. Provide security system with access control, badging, and electronic monitoring
 - 3. Protection of Environmental Resources.

- 4. Selective Demolition:
 - a. Removal of concrete panels and construction debris.
- 5. Earthwork:
 - a. Excavation, backfill, drain material, pervious backfill, and earthwork testing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a. [REDACTED]

[REDACTED]

SUPERSEDED

4. Selective Demolition:

- a. Removal of concrete panels and construction debris.

5. Earthwork:

- a. Excavation, backfill, drain material, pervious backfill, and earthwork testing

[Redacted]

- a. [Redacted]

[Redacted]

- a. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- a. [Redacted]

[Redacted]

- a. [Redacted]

[Redacted]

- a. [Redacted]

11. Structural Concrete:

- a. FCO Chute Slab and Walls, and Emergency Spillway Crest Cut-Off Wall and Secant Pile Cut-Off Wall.
- b. Formwork, waterstops, and joint details.

12. Anchor Bars and Rock Bolts:



- c. Rock bolts will be installed as needed and as directed.

13. Environmental Mitigation.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, Divisions 2 through 13 sections, and Drawings apply to this section.

1.03 LOCATION AND ACCESS

- A. The work site encompasses multiple locations related to the Oroville Dam Complex near Oroville, California. The city of Oroville can be reached by Highway 70 from the north and south.
- B. The Oroville Dam spillway is located north of the right abutment of Oroville Dam along the Oroville Dam Road. To access the spillway from CA-70N, head east on Oroville Dam Boulevard approximately 7 miles, turn left onto Canyon Drive, then turn left again at Oroville Dam Road. The spillway is accessed through a locked gate to a parking area approximately 1 mile from the intersection of Oroville Dam Road on Canyon Drive. The site may also be accessed from Cherokee Road along Burma from the access point shown on the plans.

1.04 TIME OF COMPLETION

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 1.A, the Contractor shall begin work within

3 DAYS

from the date of receipt of notice to begin work; the Contractor shall:

- B. complete the site security, electronic access control and the installation of laboratory trailers before the expiration of

May 8, 2017;

- C. complete the installation of the RCC for the FCO chute before the expiration of

September 15, 2017;

- D. complete the construction of the upper FCO chute ([REDACTED]) before the expiration of

November 1, 2017;

- E. complete the construction of the middle and the lower FCO chute ([REDACTED]) before the expiration of

December 15, 2017;

- F. complete the construction of the emergency spillway cut-off walls before the expiration of

January 31, 2018;

- G. complete the balance of the work, except as specified in Paragraph 1.04 H below, before the expiration of

July 1, 2018;

- H. The above completion dates are based on the Contractor receiving the notice to begin work within seven days from the date of the bid opening. The Department will extend the completion dates by the number of days after the seven days specified above that the Contractor receives the notice to begin work, except to the extent that the delay in issuance of the notice to begin work results from the failure of the Contractor to perform obligations specified in Document 00200 – Instructions to Bidders. Notwithstanding the provisions of Document 00705 – Prosecution of Work, Paragraph 5, the Contractor shall not be entitled

SUPERSEDED

1.05 TIME OF COMPLETION

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 1.A, the Contractor shall begin work within
3 DAYS
from the date of receipt of notice to begin work; the Contractor shall:
- B. complete the site security and electronic access control **** before the expiration of
May 8, 2017;
- C. complete the installation of the RCC for the FCO chute ([REDACTED]) before the expiration of
October 1, 2017;
- D. complete the construction of **** FCO chute [REDACTED]) before the expiration of
November 1, 2017;
- E. complete the construction of the emergency spillway cut-off walls before the expiration of
November 1, 2017;
- F. complete the construction of **** FCO chute [REDACTED] before the expiration of
December 1, 2017;
- G. complete the construction of the remaining FCO chute [REDACTED] and the RCC for the emergency spillway before the expiration of
November 1, 2018;
- H. complete the balance of the work, except as specified in Paragraph 1.04 I below, before the expiration of
January 26, 2019;
- I. The above completion dates are based on the Contractor receiving the notice to begin work within seven days from the date of the bid opening. The Department will extend the completion dates by the number of days after the seven days specified above that the Contractor receives the notice to begin work, except to the extent that the delay in issuance of the notice to begin work results from the failure of the Contractor to perform obligations specified in Document 00200 – Instructions to Bidders. Notwithstanding the provisions of Document 00705 – Prosecution of Work, Paragraph 5, the Contractor shall not be entitled

01110-4 (Addn. No. 1, Pg. 4) K-17

(Addn. No. 3, Pg. 12) K-17

1.04 TIME OF COMPLETION

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 1.A, the Contractor shall begin work within
3 DAYS
from the date of receipt of notice to begin work; the Contractor shall:
- B. complete the site security and electronic access control **** before the expiration of
May 8, 2017;
- C. complete the installation of the RCC for the FCO chute ([REDACTED]) before the expiration of
October 1, 2017;
- D. complete the construction of **** FCO chute [REDACTED] before the expiration of
November 1, 2017;
- E. complete the construction of **** FCO chute [REDACTED] before the expiration of
December 1, 2017;
- F. complete the construction of the emergency spillway cut-off walls before the expiration of
November 1, 2017;
- G. complete the construction of the FCO chute before the expiration of
November 1, 2018;
- H. complete the balance of the work, except as specified in Paragraph 1.04 | below, before the expiration of
January 26, 2019;
- I. The above completion dates are based on the Contractor receiving the notice to begin work within seven days from the date of the bid opening. The Department will extend the completion dates by the number of days after the seven days specified above that the Contractor receives the notice to begin work, except to the extent that the delay in issuance of the notice to begin work results from the failure of the Contractor to perform obligations specified in Document 00200 – Instructions to Bidders. Notwithstanding the provisions of Document 00705 – Prosecution of Work, Paragraph 5, the Contractor shall not be entitled

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SUPERSEDED

to adjustment in compensation for such extension of the completion date.

1.05 LIQUIDATED DAMAGES

A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 2:

1. Liquidated damages for failure to complete the work specified in Paragraph 1.04 B within the time specified will be \$5,500 per day.
2. Liquidated damages for failure to complete the work specified in Paragraph 1.04 C within the time specified will be \$5,500 per day.
3. Liquidated damages for failure to complete the work specified in Paragraph 1.04 D within the time specified will be \$5,500 per day.
4. Liquidated damages for failure to complete the work specified in Paragraph 1.04 E within the time specified will be \$5,500 per day.
5. Liquidated damages for failure to complete the work specified in Paragraph 1.04 F within the time specified will be \$5,500 per day.
6. Liquidated damages for failure to complete the work specified in Paragraph 1.04 G within the time specified will be \$5,500 per day.
7. Liquidated damages for failure to complete the work specified in Paragraph 1.04 H within the time specified will be \$5,500 per day.
8. The maximum sum per day for liquidated damages for which the Contractor will be liable will be \$38,500 per day.

1.06 PROSECUTION OF WORK

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 3.B, the time of completion specified in Paragraph 1.04 will be insufficient to complete the project working a normal number of hours per day or days per week on a single-shift basis. Overtime operations and/or additional shifts will be necessary to achieve completion of work within the time specified. Overtime and additional shifts shall be scheduled in compliance with all applicable federal, State, county and municipal laws, ordinances, codes, rules and regulations, and upon written approval from the Engineer. The contract prices shall include full compensation for costs incurred for compliance with time of completion specified.

1.07 AWARD OF CONTRACT

- A. Award of contract will be made pursuant to Document 00200 – Instructions to Bidders, Paragraph 7 and as specified herein.

to adjustment in compensation for such extension of the completion date.

1.05 LIQUIDATED DAMAGES

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 2:
1. Liquidated damages for failure to complete the work specified in Paragraph 1.04 B within the time specified will be \$5,500 per day.
 2. Liquidated damages for failure to complete the work specified in Paragraph 1.04 C within the time specified will be \$5,500 per day.
 3. Liquidated damages for failure to complete the work specified in Paragraph 1.04 D within the time specified will be \$18,500 per day.
 4. Liquidated damages for failure to complete the work specified in Paragraph 1.04 E within the time specified will be \$17,000 per day.
 5. Liquidated damages for failure to complete the work specified in Paragraph 1.04 F within the time specified will be \$8,500 per day.
 6. Liquidated damages for failure to complete the work specified in Paragraph 1.04 G within the time specified will be \$2,500 per day.
 7. The maximum sum per day for liquidated damages for which the Contractor will be liable will be \$45,000 per day.

1.06 PROSECUTION OF WORK

- A. Pursuant to Document 00705 – Prosecution of Work, Paragraph 3.B, the time of completion specified in Paragraph 1.04 will be insufficient to complete the project working a normal number of hours per day or days per week on a single-shift basis. Overtime operations and/or additional shifts will be necessary to achieve completion of work within the time specified. Overtime and additional shifts shall be scheduled in compliance with all applicable federal, State, county and municipal laws, ordinances, codes, rules and regulations, and upon written approval from the Engineer. The contract prices shall include full compensation for costs incurred for compliance with time of completion specified.

1.07 AWARD OF CONTRACT

- A. Award of contract will be made pursuant to Document 00200 – Instructions to Bidders, Paragraph 7 and as specified herein.

SUPERSEDED

1.08 RESTRICTIONS

A. Site Access:

1. The Contractor shall stay inside the identified limits of work as shown.
2. The Contractor shall stay on designated routes for access for the duration of the construction.
3. Parking of construction equipment outside the project site shall not be allowed.
4. The Contractor shall use care when entering and leaving the site, especially during sunrise and sunset hours and night shifts and shall not impact park visitors and wildlife that might be in the area.

B. Flood Control Outlet Operations:

1. The flood control outlet gates may be used any time prior to June 1, 2017. After June 1, it is anticipated that the flood control outlet will not be used until after December 1, 2017. These dates are provided for informational purposes and are subject to change.

C. Lake Levels During Construction:

1. The lake level during construction is anticipated to vary up to approximate elevation 860 ft. The anticipated lake levels are shown in the following table for informational purposes only and are subject to change. XXXXXXXXXX

<u>Dates</u>	<u>Estimated Water Surface Elevations NAVD 88</u>
4/1/2017 - 5/1/2017	830-860 ft
5/1/2017 – 6/1/2017	830-860 ft
6/1/2017 – 7/1/2016	813-850 ft
7/1/2017 – 8/1/2016	800-840 ft
8/1/2017– 9/1/2017	770-820 ft
9/1/2017– 10/1/2017	730-820 ft
10/1/2017– 11/1/2017	700-800 ft
11/1/2017– 12/1/2017	700-800 ft
12/1/2017– 7/1/2018	730-900 ft

SUPERSEDED

1.08 RESTRICTIONS

A. Site Access:

1. The Contractor shall stay inside the identified limits of work as shown.
2. The Contractor shall stay on designated routes for access for the duration of the construction.
3. Parking of construction equipment outside the project site shall not be allowed.
4. The Contractor shall use care when entering and leaving the site, especially during sunrise and sunset hours and night shifts and shall not impact park visitors and wildlife that might be in the area.

B. Flood Control Outlet Operations:

1. Flood Control Operational Periods: The flood control outlet gates may be used any time prior to June 1, 2017. **** From December 15, 2017 through June 1, 2018, the flood control outlet gates may be used any time. Flood flows over the emergency spillway may occur during this period.
2. Flood Control Outlet Outage #1: The flood control outlet gates will be in a scheduled outage from June 1, 2017 through December 15, 2017 to allow Contractor to perform necessary work.
3. Flood Control Outlet Outage #2: The flood control outlet gates will be in a scheduled outage from June 1, 2018 through December 15, 2018 to allow Contractor to perform necessary work.

C. Lake Levels During Construction:

1. The lake level during construction is anticipated to vary up to approximate elevation 860 ft. The anticipated lake levels are shown in the following table for informational purposes only and are subject to change. [REDACTED]

<u>Dates</u>	<u>Estimated Water Surface Elevations NAVD 88</u>
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5/1/2017 – 6/1/2017	830-860 ft
6/1/2017 – 7/1/2016	813-850 ft
7/1/2017 – 8/1/2016	800-840 ft
8/1/2017– 9/1/2017	770-820 ft
9/1/2017– 10/1/2017	730-820 ft
10/1/2017– 11/1/2017	700-800 ft
11/1/2017– 12/1/2017	700-800 ft
12/1/2017– 7/1/2018	730-900 ft

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(Addn. No. 3, Pg. 13) K-17

1.08 RESTRICTIONS

A. Site Access:

1. The Contractor shall stay inside the identified limits of work as shown.
2. The Contractor shall stay on designated routes for access for the duration of the construction.
3. Parking of construction equipment outside the project site shall not be allowed.
4. The Contractor shall use care when entering and leaving the site, especially during sunrise and sunset hours and night shifts and shall not impact park visitors and wildlife that might be in the area.

B. Flood Control Outlet Operations:

1. Flood Control Operational Periods: The flood control outlet gates may be used any time prior to June 1, 2017. **** From December 15, 2017 through June 1, 2018, the flood control outlet gates may be used any time.
2. Flood Control Outlet Outage #1: The flood control outlet gates will be in a scheduled outage from June 1, 2017 through December 15, 2017 to allow Contractor to perform necessary work.
3. Flood Control Outlet Outage #2: The flood control outlet gates will be in a scheduled outage from June 1, 2018 through December 15, 2018 to allow Contractor to perform necessary work.

C. Lake Levels During Construction:

1. The lake level during construction is anticipated to vary up to approximate elevation 860 ft. The anticipated lake levels are shown in the following table for informational purposes only and are subject to change. [REDACTED]

<u>Dates</u>	<u>Estimated Water Surface Elevations NAVD 88</u>
4/1/2017 – 5/1/2017	830-860 ft
5/1/2017 – 6/1/2017	830-860 ft
6/1/2017 – 7/1/2016	813-850 ft
7/1/2017 – 8/1/2016	800-840 ft
8/1/2017– 9/1/2017	770-820 ft
9/1/2017– 10/1/2017	730-820 ft
10/1/2017– 11/1/2017	700-800 ft
11/1/2017– 12/1/2017	700-800 ft
12/1/2017– 7/1/2018	730-900 ft

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SUPERSEDED

1.09 SPECIAL REQUIREMENTS BY DIVISION OF SAFETY OF DAMS (DSOD)

[REDACTED]

[REDACTED] the pre-construction meeting and throughout construction.

B. Communications with DSOD will be by the Engineer.

[REDACTED]

D. Contractor shall permit DSOD to inspect work at all times. Work shall be accessible until inspected by DSOD. Should work become inaccessible without inspection by DSOD, it shall be made accessible at no additional expense to the Department.

E. Contractor shall provide advance notice to the Engineer prior to the start of work so that the Engineer can notify the responsible DSOD Field Engineer. Contractor shall provide **** notice to the Engineer in advance of an inspection or review that is required to be performed by DSOD to allow the Engineer to coordinate inspection by DSOD. **** DSOD staff will be onsite to provide timely review and inspections.

1.10 SPECIAL REQUIREMENTS BY FEDERAL ENERGY REGULATORY COMMISSION (FERC)

A. The Federal Energy Regulatory Commission has jurisdiction over Oroville Dam (FERC Project No. 2100).

B. Communications with FERC will be by the Engineer.

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1.09 SPECIAL REQUIREMENTS BY DIVISION OF SAFETY OF DAMS (DSOD)

[REDACTED]

B. Communications with DSOD will be by the Engineer.

[REDACTED]

D. Contractor shall permit DSOD to inspect work at all times. Work shall be accessible until inspected by DSOD. Should work become inaccessible without inspection by DSOD, it shall be made accessible at no additional expense to the Department.

E. Contractor shall provide advance notice to the Engineer prior to the start of work so that the Engineer can notify the responsible DSOD Field Engineer. Contractor shall provide advance notice to the Engineer in advance of an inspection or review that is required to be performed by DSOD to allow the Engineer to coordinate inspection by DSOD. Contractor shall not be granted a time extension of the completion dates due to delays to the work associated with waiting for DSOD inspection caused by the Contractor failing to inform the Engineer of work requiring inspection by DSOD. The Contractor shall make every effort to schedule this work during DSOD's normal working days.

1.10 SPECIAL REQUIREMENTS BY FEDERAL ENERGY REGULATORY COMMISSION (FERC)

A. The Federal Energy Regulatory Commission has jurisdiction over Oroville Dam (FERC Project No. 2100).

B. Communications with FERC will be by the Engineer.

SUPERSEDED

- C. Contractor shall permit FERC to inspect work at all times. Work shall be accessible until inspected by FERC. Should work become inaccessible without inspection by FERC, it shall be made accessible at no additional expense to the Department.

1.11 PERMITS AND LICENSES

- A. Pursuant to Document 00703 – Applicable Laws and Regulations, Contractor shall obtain necessary permits and licenses including, but not limited to, the following:
 - 1. The Contractor shall obtain transportation and hauling permits as required.
 - 2. Any required encroachment permits from Butte County.
 - 3. Naturally Occurring Asbestos (NOA) may be present at locations where work is being conducted. Permits related to NOA and fugitive dust emissions may be required by the Local Air Quality Management District. Contractor shall obtain necessary permits.
- B. The Contractor shall obtain such permits and licenses as are necessary and pay charges and fees. Permits and licenses shall be obtained in sufficient time to prevent delay to the project.

1.12 COOPERATION WITH OTHERS

- A. Pursuant to Document 00706 – Control of Work, Paragraph 3.E, the Contractor shall cooperate with others. Other Department contracts under construction or scheduled for award during the period of the contract include but are not limited to:

SUMMARY OF CONTRACTS		
<u>Contract</u>	<u>Award Date</u>	<u>Estimated Completion Date</u>
Spec No. 17-04, Emergency Repairs, Oroville Dam Service Spillway	February 7, 2017	March 24, 2017
Spec No. 17-07, Emergency Dredging and Debris Removal	February 15, 2017	May 16, 2017
Spec No. 17-08, Access Roads, Oroville Emergency Recovery	March 27, 2017	September 1, 2017

SUPERSEDED

- C. Contractor shall permit FERC to inspect work at all times. Work shall be accessible until inspected by FERC. Should work become inaccessible without inspection by FERC, it shall be made accessible at no additional expense to the Department.
- D. FERC staff will be on-site to provide timely review and inspections.

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- A. Pursuant to Document 00703 – Applicable Laws and Regulations, Contractor shall obtain necessary permits and licenses including, but not limited to, the following:
 - 1. The Contractor shall obtain transportation and hauling permits as required.
 - 2. Any required encroachment permits from Butte County.
 - 3. Naturally Occurring Asbestos (NOA) may be present at locations where work is being conducted. Permits related to NOA and fugitive dust emissions may be required by the Local Air Quality Management District. Contractor shall obtain necessary permits.
- B. The Contractor shall obtain such permits and licenses as are necessary and pay charges and fees. Permits and licenses shall be obtained in sufficient time to prevent delay to the project.

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- A. Pursuant to Document 00706 – Control of Work, Paragraph 3.E, the Contractor shall cooperate with others. Other Department contracts under construction or scheduled for award during the period of the contract include but are not limited to:

SUMMARY OF CONTRACTS		
<u>Contract</u>	<u>Award Date</u>	<u>Estimated Completion Date</u>
Spec No. 17-04, Emergency Repairs, Oroville Dam Service Spillway	February 7, 2017	May 31, 2017
Spec No. 17-07, Emergency Dredging and Debris Removal	February 15, 2017	May 16, 2017
Spec No. 17-08, Access Roads, Oroville Emergency Recovery	March 27, 2017	September 1, 2017
Spec No. 17-XX, Dredging – Oroville Emergency Recovery	May 16, 2017 (estimated)	January 31, 2018

C. Contractor shall permit FERC to inspect work at all times. Work shall be accessible until inspected by FERC. Should work become inaccessible without inspection by FERC, it shall be made accessible at no additional expense to the Department.

D. FERC staff will be on-site to provide timely review and inspections.

1.11 PERMITS AND LICENSES

A. Pursuant to Document 00703 – Applicable Laws and Regulations, Contractor shall obtain necessary permits and licenses including, but not limited to, the following:

1. The Contractor shall obtain transportation and hauling permits as required.
2. Any required encroachment permits from Butte County.
3. Naturally Occurring Asbestos (NOA) may be present at locations where work is being conducted. Permits related to NOA and fugitive dust emissions may be required by the Local Air Quality Management District. Contractor shall obtain necessary permits.

B. The Contractor shall obtain such permits and licenses as are necessary and pay charges and fees. Permits and licenses shall be obtained in sufficient time to prevent delay to the project.

1.12 COOPERATION WITH OTHERS

A. Pursuant to Document 00706 – Control of Work, Paragraph 3.E, the Contractor shall cooperate with others. Other Department contracts under construction or scheduled for award during the period of the contract include but are not limited to:

SUMMARY OF CONTRACTS		
<u>Contract</u>	<u>Award Date</u>	<u>Estimated Completion Date</u>
Spec No. 17-04, Emergency Repairs, Oroville Dam Service Spillway	February 7, 2017	March 24, 2017
Spec No. 17-07, Emergency Dredging and Debris Removal	February 15, 2017	May 16, 2017
Spec No. 17-08, Access Roads, Oroville Emergency Recovery	March 27, 2017	September 1, 2017

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SUPERSEDED

1.13 VERIFICATION OF EXISTING FACILITIES

- A. The Contractor shall verify the applicable location, elevations, and dimensions of existing facilities, and other dimensions and data required to complete the project.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01260

MEASUREMENT OF MATERIALS BY TON

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Materials to be paid for by the ton shall be weighed on sealed scales furnished by the Contractor or on other sealed scales regularly inspected by the State Division of Measurement Standards. Scales shall be suitable for the purpose intended and shall conform to the tolerances and specifications of the State Division of Measurement Standards.
- B. The Contractor shall use scales inspected and sealed by the State Division of Measurement Standards or its authorized representatives, as often as Engineer may determine necessary to ascertain the accuracy of such scales.
- C. Platform scales shall be of sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combinations of vehicles may be weighed as separate units provided they are disconnected while being weighed.
- D. Scales shall be operated by a weighmaster licensed in accordance with the provisions of the California Business and Professions Code, Division 5, Chapter 7. The form of weighmaster certificate shall be as prescribed by Sections 12714, 12714.5, and 12715.

- E. The Engineer may be present to witness the weighing. If the weighing is not witnessed by the Engineer, the Contractor shall furnish a Public Weighmaster's certificate, or a certified daily summary weigh sheet.
- F. The operator of each vehicle weighed shall obtain a weight slip or load slip from the weigher and deliver the slip to the Engineer at the point of delivery of the material or as directed.
- G. Vehicles used for hauling materials shall be weighed empty daily and at such additional times as directed.
- H. If material is shipped by rail, the car weights will be accepted, provided that the actual weight of material only will be paid for and not minimum car weights used for assessing freight tariff. Car weights will not be acceptable for material passed through mixing plants.

4.02 WEIGHT MEASUREMENT

- A. The weights of aggregate base and rock slope protection, where no compaction is required, to be paid for by the ton will be determined by deducting from scale weights, the weight of water in the material in excess of 3 percent of the dry weight of the material. The Engineer will take samples at the point of delivery.

4.03 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01300

PARTNERING

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the requirements for project partnering. Key personnel from the Department, Contractor, subcontractors, and others as mutually agreed between the Department and Contractor will participate in the partnering process. Project partnering is intended to draw on the strength of each organization in an effort to achieve a project that minimizes mishaps, conforms to the contract specifications, stays within budget and is on schedule. Except as specified in this section, these partnering provisions do not void, alter or affect any provisions either of the contract between the Department and Contractor or of any other legal or contractual relationships among any of the participants in the partnering process.
- B. Facilitated Partnering shall include the following:
1. Initial Partnering workshop.
 2. Follow-up Partnering workshops.
 3. Final Partnering workshops.
- C. Construction Engineering Partnering shall include the following:
1. The Contractor shall provide licensed civil engineers to coordinate with the Department on a daily basis staff throughout the contract.
 2. The Contractor's engineer will work directly with Department engineers to establish early and consistent communications, develop risk mitigation strategies, resolve potential problems, and provide timely decision making.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 GENERAL GUIDELINES

- A. The Field Guide to Partnering on Caltrans Construction Projects, California Department of Transportation, September 2013, is a general

guideline for the partnering process under this contract. Not all provisions of the Caltrans Field Guide are applicable to this contract, including but not limited to, the Dispute Resolution Board (DRB) process, the Board of Review, the Caltrans contractual claims process, specific references to Caltrans' Standard Specifications, and value engineering change proposals (VECPs).

1.04 DEFINITIONS

- A. Partnering: A relationship involving two or more parties which promotes open communication, trust and teamwork.
- B. Partnering Facilitator: The professional individual who assists the project team in developing and maintaining an effective partnering program for the project, including facilitating partnering workshops.
- C. Partnering Trainer: A professional trainer, preferably with construction background and experience that can provide training in partnering. This may be the partnering facilitator.
- D. Partnering Charter: The partnering charter documents the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the project. The charter helps to maintain accountability and clarity of agreements made and allows for broader communication of the team's distinct goals and partnering process. The partnering charter includes the following elements: mutual goals, partnering maintenance and close-out plan, dispute resolution plan, team commitment statement and signatures.
- E. Initial Partnering Workshop: The kick-off partnering workshop that sets up the partnering commitments and begins the building of a cohesive project team. This is where the team will create its partnering charter, identify key project issues and risk management strategies, and set up its quarterly partnering evaluation survey process and structure.
- F. Follow-up Partnering Workshops: The workshops that will be held in a regular interval to focus on whether or not the project team has followed through on the commitments made, how the project team is doing toward meeting the goals, and looking ahead to identify new key issues/risks. The purpose of the follow-up partnering sessions is to promote dispute prevention and team cooperation, but they may also be used to get things back on track and resolve disputes.
- G. Close-out Partnering Workshop: The workshop that will be held toward the end of the project to ensure that the project ends well and team members have the opportunity to document the key lessons learned.

- H. Monthly Partnering Evaluation Surveys: A survey to measure the partnering and project commitments.
- I. Project Close-out Survey: A survey issued by the Department after contract acceptance. The survey is used to provide final feedback to the Department on project delivery efforts.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 GENERAL

- A. The Engineer will send a written invitation to enter into a partnering relationship after contract approval. The Contractor shall respond within 7 days to accept the invitation and shall request the initial and additional partnering workshops. After the Engineer receives the request, the Contractor and the Engineer shall cooperatively:
 - 1. Select a partnering facilitator that offers the service of partnering evaluation surveys.
 - 2. Schedule an initial partnering workshop.
 - 3. Determine the workshop site and duration.
 - a. The initial partnering workshop shall be no more than one half day in duration.
 - b. The initial partnering workshop shall be at an agreed upon location, and may be located at the project site.
 - c. The initial partnering workshop may take place concurrently with the Pre-Construction Meeting.
 - 4. Agree to other workshop administrative details.
 - 5. Schedule additional follow-up partnering workshops throughout the duration of the project. The following are general guidelines for the workshops:
 - a. Workshops shall not exceed 4 hours.
 - b. Workshops may be held at the project site or in any Department or State facility.

- c. Workshops may be held concurrently with other scheduled meetings.
 - d. Workshops attendees shall be those required to resolve current issues.
 - e. Retain original partnering facilitator for the duration of the project.
6. Schedule the close-out partnering workshop that will be held toward the end of the project. Set the date, location, and team expectation to attend this required event.
- B. The Contractor shall provide and host the partnering workshops including the partnering facilitator, the meeting room (if it is not held in a Department or State facility), and other incidental items.
1. Participants shall bear their own costs for meals, lodging, and transportation associated with the partnering workshops.
 2. Before a partnering workshop, the Contractor shall coordinate with the facilitator all requirements for incidental items (such as audio-visual equipment, easels, flipchart paper, colored markers, note paper, pens/pencils, colored flash cards, etc.), and have these items available at the partnering workshop. The Contractor shall also provide copies of relevant documents for distribution to all attendees.
- C. Partnering Facilitator: The partnering facilitator shall be experienced in conducting partnering workshops, and shall be acceptable to both the Engineer and the Contractor. The partnering facilitator shall generally attempt to follow the Caltrans Partnering Facilitator Standards and Expectations available at the Caltrans Division of Construction Web site.
1. The partnering facilitator is responsible for leading the team in a timely manner and making sure that issues are identified and resolved.
 2. The partnering facilitator shall be responsible for developing and distributing the partnering evaluation survey with a 5-point rating and follow the instructions as stated in Field Guide to Partnering on Caltrans Construction Projects (2013). The partnering facilitator shall compile the results, and issue the survey report.

3.02 FACITATED PARTNERING TOPICS

- A. Partnering topics shall include the following items for discussion, as agreed by the Engineer and Contractor:
1. Active listening.
 2. Building teams.
 3. Change management.
 4. Communication.
 5. Conflict resolution.
 6. Cultural diversity.
 7. Dealing with difficult people.
 8. Decision making.
 9. Effective escalation ladders.
 10. Emotional intelligence.
 11. Empathy.
 12. Ethics.
 13. Facilitation skills.
 14. Leadership.
 15. Partnering process and concepts.
 16. Project management.
 17. Project organization.
 18. Problem solving.
 19. Running effective meetings.
 20. Time management.
 21. Win-win negotiation.

- B. The Contractor and Engineer shall include topics provided by their assigned field representatives for the project. Topics should include actual areas that need improvement and areas that are performing well.

3.03 PARTNERING IMPLEMENTATION

- A. All participants in all partnering relationships are expected to:
 - 1. Use early and regular communication with involved parties.
 - 2. Establish and maintain a relationship of shared trust, equity, and commitment.
 - 3. Identify, quantify, and support attainment of mutual goals.
 - 4. Develop strategies for using risk management concepts.
 - 5. Implement timely communication and decision making.
 - 6. Resolve potential problems at the lowest possible level to avoid negative impacts.
 - 7. Hold periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the duration of the project.
 - 8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals.
 - 9. Discuss with and involve all partnering participants.
- B. In implementing facilitated project partnering, the project team must:
 - 1. Create a partnering charter that includes the team's agreements on:
 - a. Mutual goals, including core project goals and may also include project-specific goals and mutually supported individual goals.
 - b. Partnering maintenance and close-out plan.
 - c. Dispute resolution plan that includes a dispute resolution ladder.
 - d. Team commitment statement and signatures.
 - 2. Participate in partnering evaluation surveys to measure progress on mutual goals and may also measure short-term key issues as they arise.

3. Include partnering as part of each of the weekly project meetings, including:
 - a. Evaluate how the project is progressing towards achieving goals.
 - b. Resolve outstanding issues.
 - c. Watch for emerging issues.
4. Evaluate the partnering facilitator on the Partnering Facilitator Evaluation forms. The Engineer provides the evaluation forms to the project team and collects the results. The Department makes evaluation results available upon request. Partnering facilitator evaluations must be completed at the end of:
 - a. Initial partnering workshop.
 - b. Individual partnering workshops.
 - c. Project close-out partnering workshop.
5. Conduct follow-up partnering workshops.
6. Conduct a project close-out partnering workshop to document lessons learned before contract acceptance.
7. Complete the project close-out survey.

3.04 DELIVERABLES

- A. The Contractor shall provide the following required project partnering information to the Department:
 1. Partnering charter.
 2. Monthly partnering evaluation surveys.
 3. Lessons learned summary from the close-out partnering workshop.
 4. Project close-out survey.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred for under this section, except the Department will determine and share one-half of the following costs for Facilitated Partnering based on invoice prices minus any available or offered discounts and without markups:
 - 1. Partnering workshops based on facilitator and workshop site.
 - 2. Monthly partnering evaluation survey services.
 - 3. Partnering skills development trainer and training site cost.
 - 4. Facilitator participation in workshops and partnering or dispute resolution meetings.
- B. Contractor is responsible for its staff costs associated with the partnering effort. Department is responsible for its staff costs associated with the partnering effort. Other participants will be responsible for their own staff costs associated with the partnering effort.
- C. The Department will not pay for wages, travel expenses, meals, or other costs associated with the partnering workshops, monthly partnering evaluation surveys, or training in partnering skills development, except as provided in Paragraph 4.01 A.

END OF SECTION

SECTION 01322

CONTRACTOR'S SCHEDULES

PART 1 GENERAL

1.01 CONTRACTOR'S SCHEDULES

- A. Related Sections: Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.
- B. Time of Completion: Contractor's time of completion shall adhere to the time of completion specified in Section 01110 – Summary of Work, Paragraphs 1.04 and 1.05, unless revised as provided in Document 00705 – Prosecution of Work, Paragraph 3.A. Any such revisions will be formalized by change order.
- C. Detailed Schedule:
 - 1. The Contractor shall submit to the Engineer a resource-loaded Detailed Schedule within seven days after the notice to begin work is issued.
 - a. The Detailed Schedule shall be orderly, realistic and comprehensive and shall show:
 - 1) On-site activities.
 - 2) Off-site activities including design, procurement, fabrication, and delivery of equipment and materials.
 - 3) Working drawings, data and samples as activities, showing submittal and review.
 - 4) The sequences for performing the work, including the logical link between work activities.
 - 5) Mobilization of equipment.
 - 6) Approvals and permits required by regulatory agencies or other third parties.
 - 7) Time-related access restrictions to, and limitations on availability of, work area.

01322-1

SECTION 01322

CONTRACTOR'S SCHEDULES

PART 1 GENERAL

1.01 CONTRACTOR'S SCHEDULES

- A. Related Sections: Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.
- B. Time of Completion: Contractor's time of completion shall adhere to the time of completion specified in Section 01110 – Summary of Work, Paragraphs 1.04 and 1.05, unless revised as provided in Document 00705 – Prosecution of Work, Paragraph 3.A. Any such revisions will be formalized by change order.
- C. Detailed Schedule:
 - 1. The Contractor shall submit to the Engineer a resource-loaded Detailed Schedule within 14 days after the notice to begin work is issued.
 - a. The Detailed Schedule shall be orderly, realistic and comprehensive and shall show:
 - 1) On-site activities.
 - 2) Off-site activities including design, procurement, fabrication, and delivery of equipment and materials.
 - 3) Working drawings, data and samples as activities, showing submittal and review.
 - 4) The sequences for performing the work, including the logical link between work activities.
 - 5) Mobilization of equipment.
 - 6) Approvals and permits required by regulatory agencies or other third parties.
 - 7) Time-related access restrictions to, and limitations on availability of, work area.

SUPERSEDED

- 8) Identification of interfaces and dependencies with preceding, concurrent, and follow-on contractors.
 - 9) Specified project phasing, milestones, and completion dates.
 - 10) Testing, inspection, and hold-points for Department-related work.
2. The activities of the Department that may affect progress or affect required dates for completion of all or part of the work, including delivery of Department-furnished equipment. The schedule must identify activities that constitute the controlling operations or critical path.
 3. At the time the Detailed Schedule is submitted, the Contractor shall submit an estimate of earnings/cash flow by months.
 4. Upon Engineer's acceptance of the first Detailed Schedule, it will become the Baseline Schedule for the project. Such acceptance will be based upon the schedule's compliance with the contract requirements.
 5. The Contractor shall submit to the Engineer a monthly updated Detailed Schedule on a day of the month as determined by the Engineer.
 - a. If there are significant changes, as determined by the Engineer, the Contractor shall revise the Detailed Schedule and submit it to the Engineer within 10 days.
 6. Each updated Detailed Schedule shall be identified by a Department File Number and reflect the status of the work for the previous month showing:
 - a. Actual start dates.
 - b. Actual finish dates.
 - c. Estimated duration and finish date for activities in progress.
 - d. Physical percent complete for activities in progress.
 - e. Nonworking days if granted by the Engineer.
 - f. Changes to the original Detailed Schedule (Baseline) caused by change orders or any other changed conditions.

- g. The current critical path for the remainder of the project from the Data Date to the last activity of the project.
 - 7. Acceptance of the Detailed Schedule or any updates by the Engineer does not relieve the Contractor of responsibility for scheduling, sequencing, and prosecuting the work to comply with the requirements of the contract.
 - 8. The Engineer reserves the right to require that the Contractor adjust, revise, or clarify any portion of the schedule which may later be discovered to be insufficient for monitoring of the work.
 - 9. Submittal of the Detailed Schedule and subsequent updated Detailed Schedules will be the Contractor's representation that the submitted schedule meets all of the requirements of the contract and that work will be executed in the sequence indicated on the submitted schedule.
 - 10. The Detailed Schedule and each revision thereof shall conform to the requirements in Paragraphs 1.01 F and 1.01 G, Schedule Deliverables and Schedule General Requirements, and Section 01330 – Submittals, Paragraph 1.01.
 - 11. Each change of the schedule in logic, work sequence, and activity duration must be documented in detail and justified and be part of the submittal.
 - 12. As part of the updated Detailed Schedule, the Contractor must prepare a Schedule Progress Narrative. The narrative shall describe the physical progress during the report period, the current critical path, any changes in the critical path since the previous month, Contractor's plans for continuing the work during the forthcoming report period, and actions planned to correct work that is behind schedule. The narrative shall also provide a discussion of potential delays and problems and their impact on performance and the overall project completion date.
- D. The Engineer will review and return the Baseline Schedule within 15 days and the Updated Schedules within 5 days after receipt of all information required under this section. A Detailed Schedule designated "REJECTED" or "DEFECTS NOTED" shall be revised or corrected and resubmitted to the Engineer within five (5) days after its receipt by the Contractor.

E. Weekly Two-Week Look-Ahead Schedule:

1. Each week the Contractor shall update the Detailed Schedule and e-mail an electronic copy of the Primavera Detailed Schedule (.xer file) or Microsoft Project (.mpp file) two days prior to the weekly progress meeting. For Primavera provide a layout to illustrate the two-week look-ahead schedule (.plf file). Look-ahead schedules shall be the same format and extracted from the latest updated Detailed Schedule.
2. Look-ahead schedules shall include activities in progress and activities that are scheduled to start during the indicated two weeks.

F. Schedule Deliverables:

1. The following shall be loaded onto to the designated secure server with the resource-loaded Baseline Detailed Schedule and monthly updated Detailed Schedules:
 - a. Computer files of the schedule which shall be in Primavera (.xer file) or Microsoft Project (.mpp file) as required in Paragraph 1.01 G.1.
 - b. Schedule Narrative or Schedule Progress Narrative as described in Paragraph 1.01 G.3 and Paragraph 1.01 C.12.
 - c. Electronic copy of the Primavera schedule layout(s) (.plf file) or Microsoft Project (.mpp file).
 - d. Hard copy Gantt chart report in Adobe Acrobat PDF ("D" size, 22 inch by 34 inch) sorted by activity identifier showing activity description, early and late start/finish, original duration, remaining duration, float, predecessors/successors, Baseline Schedule, and calendar ID. The Gantt chart report should also show a title block containing the schedule title, project description, contract number, Data Date, and the computer file name. The file name shall be the Department File Number.

G. Schedule General Requirements:

1. The Detailed Schedules shall conform to industry standard Critical Path Method (CPM) scheduling in precedence diagram format utilizing Primavera P6 Release 7 or later or Microsoft Project. The schedule shall show in detail the Contractor's plan of operations for construction of the project in conformance with all contract requirements. Baseline Schedule submittals with negative float will be rejected.

2. The Detailed Schedule must utilize only WBS codes that identify major categories such as submittals, submittal reviews, fabrication, and phases. WBS codes must also be used for subcategories such as area, location, trade, or subcontractor, etc. Activity code names must include the project specification number, i.e. "15-18 Locations".
3. The Contractor must submit a Schedule Narrative as part of the schedule submittal explaining the general approach to the schedule preparation and shall include: general work plan, work breakdown structure, activity coding structure, construction phases, subcontractors, work hours, holidays, and nonworking days.
4. Inaccuracy of the schedule or failure of the schedule to include any element of the work shall not relieve the Contractor from responsibility for accomplishing the work in accordance with the contract requirements.
5. The project calendar shall be a normal workweek that excludes weekends and national and union-observed holidays. Special calendars for overtime, additional shifts, and access restrictions must also be defined. All Primavera calendars shall be project specific (not global), and the calendar name shall begin with the project specification number.
6. Specific calendars must be defined for work that is allowed only during certain periods.
7. No constraints shall be allowed on any activity other than Complete the Balance of the Work specified in Section 01110 – Summary of Work, Paragraph 1.04. "Finish On or Before" constraints shall be used for Complete the Balance of the Work milestones. Activity description for intermediate milestones must include dates specified in Section 01110 – Summary of Work, Paragraph 1.04. All milestones must be shown at the end of the string of activities leading to the milestones.
8. All activities shall have a minimum of one predecessor and one successor, except for the notice to begin work and project completion milestones. The predecessors and successors must be related to the work and be part of the sequential string of activities that are required to complete a task.
9. The critical path is defined as the longest string of activities from start or Data Date to the end of the project with total float less than or equal to zero.

10. Each activity shall include a description of the work, work location, calendar ID, and responsibility code to identify who will perform the work.

11. Activities shall not exceed 20 working days.

H. Final Updated Schedule:

1. A final updated as-built schedule with actual start and finish dates for all activities and milestones must be submitted and favorably reviewed prior to certification of completion of the work under Document 00706 – Control of Work, Paragraph 14.
2. The Contractor shall certify that the Final Updated Schedule reflects the actual start and finish dates of all the activities for the project.

1.02 SCHEDULE REVISION AND RECOVERY SCHEDULE

- A. If the monthly updated schedule is projecting a delay of more than five working days considering all granted time extensions, the Contractor shall submit a revised schedule or Recovery Schedule showing a detailed and realistic plan to complete the project on time. The approval process, contents, and deliverables shall be the same as for the Detailed Schedule.

1.03 TIME IMPACT EVALUATION AND TIME EXTENSION

- A. Any written documentation or analysis submitted in accordance with Document 00705 – Prosecution of Work, Paragraph 4.A shall include a Time Impact Evaluation (TIE) which includes both a written narrative and a schedule diagram (fragnet) depicting how the changed work or delay affects the critical path. An electronic copy of the schedule in the required format, including a layout to illustrate the fragnet, shall be provided with the TIE. The TIE must be submitted within thirty (30) days after a notice of the occurrence is provided in accordance with Document 00705 – Prosecution of Work, Paragraph 4.A.1. If the Contractor does not submit a TIE within 30 days after notice of the occurrence, the Contractor will waive all rights for a time extension for that occurrence.
- B. The TIE must use the accepted schedule that has a Data Date closest to and before the date the delays occurred and include all updates up to the start of the delay. If the Engineer determines that the accepted schedule used does not appropriately represent the conditions before the delay, the accepted schedule must be updated to the day before the delay being analyzed.

- C. If the Contractor does not submit a time extension request along with a TIE for any occurrence, the Contractor will waive all rights for a time extension for that occurrence.
- D. The Department will not be liable to the Contractor for any constructive acceleration or other impacts from failure to grant time extensions if caused in whole or in part by the failure of the Contractor to comply with the submission requirements for time extension requests.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 GENERAL

1.01 SUBMITTAL REQUIREMENTS

A. Description:

1. This section covers the submittal requirements. The Contractor shall provide submittals as described in this section. The types of submittals are listed in the Submittal Register in Paragraph 3.01.
2. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

B. General:

1. Pursuant to Document 00704 – Contractual Relationship of Parties, Paragraph 2, and Document 00706 – Control of Work, Paragraph 4, the Contractor shall furnish submittals as are required for control of the work.
2. Neither the review nor lack of review of submittals shall waive the requirements of the contract or relieve the Contractor of any obligations thereunder.
3. The Contractor shall check, correct, and sign submittals prior to submission, whether they are prepared by the Contractor or others.

C. Identification of Submittals:

1. Submittals, including each drawing, shall be plainly identified by the Department file number, the Contractor's name, contract number, project name and location, specification number, and description and location of applicable portions of the project. Submittals shall be in English language and units shall be in the English system of units, as used in the United States.
2. The features shall be referenced to the specification number, bid item numbers and contract drawing number.
3. Resubmittals shall also include the Department file number, modified to distinguish revision number.

D. Time of Submission:

1. The Contractor shall furnish submittals as specified and in such manner and sequence that they may be inspected in an orderly manner prior to performance of the work.
2. The Contractor shall submit all related information necessary for such inspection.

E. Method of Transmittal:

1. Submittals shall be sent to the Engineer electronically by uploading to the Department's designated secure server location, except for samples and operation and maintenance (O&M) instructions, which shall be sent in hard copy by certified mail or approved delivery service.
2. The Engineer will return submittals to the Department's designated secure server location and will notify the Contractor by e-mail when the returned submittal is uploaded. The Engineer will return hard copy samples and O&M instructions by certified mail or approved delivery service.

F. Definition of Received and Returned:

1. Submittals and resubmittals will be considered received by the Engineer on the date the Department receives an e-mail notification that the submittal has been uploaded to the Department's designated server location, provided the submittal has been properly uploaded as determined by the Engineer. If the e-mail is sent after 15:30 California local time or on a weekend or State holiday, the official date received will be the next business day. Submittals and resubmittals of hard copy samples and O&M instructions will be considered received by the Engineer on the date the Department receives them by certified mail or approved delivery service.
2. Submittals will be considered returned to the Contractor on the date the Engineer sends the Contractor an e-mail that the returned submittal has been uploaded to the Department's designated server location, provided the submittal has been properly uploaded. Submittals of hard copy samples and O&M instructions will be considered returned to the Contractor on the date the Engineer mails or dispatches them to the Contractor.
3. Submittals will be considered received by the Contractor on the date the Engineer sends an e-mail notification that the submittal has been uploaded to the Department's electronic server location,

provided the submittal has been properly uploaded. Submittals of hard copy samples or O&M instructions will be considered received by the Contractor on the date the Contractor receives them by mail or delivery service.

1.02 CERTIFIED SMALL BUSINESS/MICRO BUSINESS (SB/MB) PARTICIPATION

- A. It is the Department's intent to promote the participation of certified Small Business/Micro Business (SB/MB) enterprises in construction projects and to achieve the Department's SB/MB Enterprises goal of 25 percent.
- B. Information that pertains to work expected to be done by certified SB/MB subcontractors or suppliers will be required from the awarded Contractor only. This information is not required as part of the bid package.
- C. The information shall be submitted within 15 days from the date of receipt of the notice to begin work. The information includes the following:
 - 1. Where applicable, the Contractor shall include all certified SB/MB subcontractors or suppliers that contribute to contract performance and may include proportionate share of products and services that are normally allocated as indirect costs.
 - 2. Names and addresses of the certified SB/MB subcontractors or suppliers.
 - 3. The amounts estimated to be paid to the certified SB/MB subcontractors or suppliers.
 - 4. Description of the work to be done by the certified SB/MB subcontractors or suppliers.
- D. The information provided is intended to be a best estimate of certified SB/MB participation for the contract. Submittal of this information will not obligate Contractor to provide these amounts or percentages to certified SB/MB Businesses except as would otherwise be required by law.
- E. The Contractor, upon completion of work, shall report to the Department the actual percentage of Small Business/Micro Business (SB/MB) participation that was achieved.
- F. Submit the information as specified in Paragraph 1.01 E.

1.03 INJURY AND ILLNESS PREVENTION PROGRAM

A. Injury and Illness Prevention Program: Pursuant to Document 00703 – Applicable Laws and Regulations, Paragraph 9, and Document 00706 – Control of Work, Paragraph 4:

1. The Contractor shall prepare, submit to the Engineer, and disseminate among those performing work at the work site a written Cal/OSHA-compliant program for injury and illness prevention. The Engineer will review the program for safety of the Department employees and the public, and the Contractor shall promptly revise the program to correct defects noted.
2. The contractor shall submit copies of their company safety compliance documents (Safety Manual, Codes of Safe Practices) to the Department prior to beginning work.
3. A dedicated on-site safety professional must be present during any construction activities. Minimum qualifications for the safety professional include:
 - a. A valid Certified Safety Professional certification issued by the Board of Certified Safety Professionals.
 - b. A minimum of 5 years of verifiable heavy construction experience.
4. Within the specified period and periodically thereafter, the Contractor shall meet with the Engineer to review safety practices at the work site for Cal/OSHA compliance. Promptly after each meeting, any revisions of the safety program and/or practices shall be enacted, with written changes prepared, submitted and disseminated.

B. Pre-Work Safety Plan:

1. Contractor shall prepare and submit a Pre-Work Safety Plan (PWSP) that shall include the sequence of events (scope of work), identification of potential risks and/or hazards, discussion of mitigation or risk reduction methods, and list of actionable measures (action items). PWSPs for each sequence of events are to be submitted and approved before any work can begin. Incomplete or inaccurate PWSPs will be rejected and must be resubmitted. The Department has provided the PWSP form in Appendix III.

C. Accident Reports:

1. The Contractor shall submit to the Engineer on Department-furnished forms, reports of injury and illness incidental to work at the work site which result in death, injury, damage to property, or cases of occupational disease.
2. Reports will be considered confidential to the extent permitted by law and will be used solely to develop information for use in prevention of future injury and illness.

D. Summary Report:

1. The Contractor shall submit to the Engineer as of the 20th of each month on Department-furnished forms, a summary report showing:
 - a. The number of employees,
 - b. Employee-hours of work exposure,
 - c. Number of lost-time injuries,
 - d. And number of days lost.

E. Falsework and Formwork:

1. Pursuant to Document 00703 – Applicable Laws and Regulations, Paragraphs 1 and 9, the Contractor shall comply with Section 1717 of the Safety Orders.
2. At least **seven days** prior to their use, the Contractor shall furnish to the Engineer any falsework or vertical shoring system and certification of such system required by Safety Orders.

1.04 WORKING DRAWINGS AND DATA

A. General:

1. Each submittal of working drawings and data in the form of reproducible prints and optional electronic media shall be accompanied by a letter containing a list of titles and numbers of the drawings and data submitted as specified in Paragraph 1.01 C, Identification of Submittals. A title shall be included on each working drawing and data sheet identifying the feature or features shown on the working drawing or data sheet.

C. Accident Reports:

1. The Contractor shall submit to the Engineer on Department-furnished forms, reports of injury and illness incidental to work at the work site which result in death, injury, damage to property, or cases of occupational disease.
2. Reports will be considered confidential to the extent permitted by law and will be used solely to develop information for use in prevention of future injury and illness.

D. Summary Report:

1. The Contractor shall submit to the Engineer as of the 20th of each month on Department-furnished forms, a summary report showing:
 - a. The number of employees,
 - b. Employee-hours of work exposure,
 - c. Number of lost-time injuries,
 - d. And number of days lost.

E. Falsework and Formwork:

1. Pursuant to Document 00703 – Applicable Laws and Regulations, Paragraphs 1 and 9, the Contractor shall comply with Section 1717 of the Safety Orders.
2. At least 14 days prior to their use, the Contractor shall furnish to the Engineer any falsework or vertical shoring system and certification of such system required by Safety Orders.

1.04 WORKING DRAWINGS AND DATA

A. General:

1. Each submittal of working drawings and data in the form of reproducible prints and optional electronic media shall be accompanied by a letter containing a list of titles and numbers of the drawings and data submitted as specified in Paragraph 1.01 C, Identification of Submittals. A title shall be included on each working drawing and data sheet identifying the feature or features shown on the working drawing or data sheet.

SUPERSEDED

2. Working Drawings:
 - a. General: Working drawings shall conform to ANSI Standard Y14.1, Engineering Drawing Sheet Size D (22 inch by 34 inch), or larger unless otherwise approved. Working drawings may include, without limitation, equipment assembly drawings, shop drawings, electrical schematics, wiring diagrams, pipe layouts and similar working drawings. The working drawings shall contain required plan views, cross sections, details, and other information necessary for the work. Working drawings of structures, reinforcing steel, pipeline layouts and details shall be drawn to scale.
3. Data:
 - a. Data on materials and equipment may include, without limitation, materials and equipment lists, parts list, instruction sheets, catalog data sheets, performance curves, diagrams, samples and similar descriptive material. Data on materials and equipment shall contain the name and location of the supplier or manufacturer, telephone number, trade name, catalog reference, model number and all other pertinent data.
4. The Contractor shall submit:
 - a. Samples in triplicate.
 - b. One copy of each Computer-Aided Drafting (CAD) drawing file on separate electronic file:
 - 1) The files shall be labeled with the specification number, contract number, project name, and location as specified in Paragraph 1.01 C, Identification of Submittals.
 - 2) The CAD drawing files and other data shall be submitted in Adobe PDF format and AutoCAD 2012 DWG or Microstation V8 DGN format with a 300 dots per inch minimum resolution. Each file shall contain only one drawing. Other formats of the files will be considered acceptable provided the Department has the proper software to read the files.
 - 3) The following information shall be submitted with the electronic files:
 - a) Name of software used to create the drawings and files.

- b) An index correlating drawing titles and filenames for each electronic submittal package.

B. Inspection and Revision:

1. The Engineer will inspect and return working drawings and data within 7 days after receipt thereof, or within 7 days after receipt of all related information necessary for such inspection, whichever is later. After review, electronic copies of each working drawing and two copies of data will be returned, marked "NO APPARENT DEFECTS", "DEFECTS NOTED", "DEFECTS NOTED, RESUBMITTAL WAIVED", or "REJECTED". Defects discovered on inspection will be indicated on the working drawing or data, or otherwise communicated to the Contractor in writing.
2. Samples to be incorporated in project will be returned, together with a written notice designating the sample:
 - a. "NO APPARENT DEFECTS",
 - b. "DEFECTS NOTED, RESUBMITTAL WAIVED",
 - c. "DEFECTS NOTED",
 - d. "REJECTED" and indicating defects discovered on inspection, or
 - e. "NO ACTION TAKEN" for information only.
 - f. Other samples not going to be incorporated in project will not be returned, but the same notice will be given with respect thereto, and such notice shall be considered a return of the sample.
3. A working drawing or data designated "REJECTED" or "DEFECTS NOTED" shall be revised or corrected and resubmitted in its entirety to the Engineer within 7 days after its receipt by the Contractor, unless revision or correction is waived by the Engineer. Resubmittal of just the corrections and not the entire submittal will not be accepted unless directed.
 - a. Such resubmittals will be reinspected and returned in the same manner as original drawings and data within 7 days after receipt thereof, or within 7 days after receipt of all related information necessary for such reinspection, whichever is later.
 - b. Any revised drawing or data designated "DEFECTS NOTED" or "REJECTED" and any corrected sample so designated shall be

further reinspected or corrected in accordance with the foregoing procedures.

4. The Contractor may proceed with any work covered by a working drawing or data designated "NO APPARENT DEFECTS" or "DEFECTS NOTED, RESUBMITTAL WAIVED" provided the Contractor complies with the comments noted. The Contractor may also proceed with the unaffected portions of the work covered by a working drawing or data designated "DEFECTS NOTED"; and, if resubmittal is expressly waived in writing, may proceed with any work covered by such working drawing or data, provided that the Contractor proceeds in accordance with the Engineer's notes and comments.
5. The Contractor shall not begin any work covered by a working drawing or data designated "REJECTED", or any portion of work noted as defective on a working drawing or data designated "DEFECTS NOTED" if resubmittal is not expressly waived in writing.

C. Submittal Schedule:

1. The Contractor shall submit to the Engineer a Submittal Schedule for submission of working drawings and data. Such schedule shall list working drawings and data and the number of days after the receipt of notice to begin work that working drawings and data shall be submitted.
2. Working drawings and data shall be in such manner and sequence that they may be inspected in an orderly manner before the subject portions of the work are performed.
3. The Submittal Schedule will be inspected by the Engineer and the Contractor shall correct any defects noted.
 - a. The Submittal Schedule shall present a complete and current plan for orderly submission of such drawings and data.
 - b. The Contractor shall promptly notify the Engineer of any occurrence requiring substantial revision of the Submittal Schedule and shall furnish a revised schedule within 15 days of such occurrence.
 - c. The Contractor shall also provide the Submittal Schedule in the i-Calendar format.
 - d. Revised schedules will be inspected and corrected in the same manner as the original schedule.

1.05 CONTRACTOR'S ROADS AND CONSTRUCTION PLANTS

A. General:

1. Access to the project from existing transportation facilities and construction roads within the work site shall be provided by the Contractor.

1.06 FINAL WORKING DRAWINGS AND DATA

- A. Each working drawing and data for the equipment shall be revised to show the equipment as installed and one reproducible print of each such drawing and data shall be submitted to the Engineer. The drawings and data shall be marked "As Installed". The prints shall be made directly from the original working drawings and shall be Bond; Vellum; or equal.
- B. In addition to the required reproducible prints of final working drawings and data specified above, the Contractor shall submit two copies of final working drawings in CAD format in AutoCAD 2012 DWG, Microstation V8 DGN or as approved on separate electronic media as specified in Paragraph 1.04 A.4.d.3)b) and 3)c).
- C. The Contractor shall furnish a loose-leaf binder to hold each set of photographs with an index and photographs numbered sequentially. The binder cover shall show the name of the contract and manufacturer's name.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SUBMITTAL REGISTER

- A. The Contractor shall coordinate the Submittal Register with the requirements of the specification, and the listing of the submittals in the Submittal Register shall not relieve the Contractor from providing additional submittals specified.

SUBMITTAL REGISTER

SPEC PARA. NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES	REMARKS
		WORKING	SAMPLE	MFR'S	CERT.	TEST	OTHER AS	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified	
	00206 – INSTRUCTIONS FOR DVBE GOAL AND INCENTIVE								
6	DVBE Monitoring and Reporting						X		
Doc. 00206-1	DVBE Quarterly and Final Report						X	Quarterly and after completion (prior to acceptance)	
Doc. 00206-2	Certification of DVBE Participation Upon Contract Acceptance						X	Upon acceptance of the contract	
Doc. 00206-3	DVBE Percentage Achieved and Certification of Total Payment to Prime Contractor						X	After receipt of final contract payment	
	01300 – PARTNERING								
3.04	Deliverables						X		Partnering Charter, Monthly Partnering Surveys, Lessons learned summary, Project close-out survey
	01322 – CONTRACTOR'S SCHEDULE								
1.01 D	Detailed Schedule						X	15	
	01330 – SUBMITTALS								
1.02	Certified Small Business/Micro Business (SB/MB) Participation						X	15	
1.02 E	SB/MB Participation							At completion	
1.03	Injury and Illness Prevention Program						X		
1.03 B	Pre-Work Safety Plan						X	Prior to start of on-site work	Safety compliance documents
	01520 – CONTRACTOR FURNISHED CONSTRUCTION FACILITIES								
1.04	Submittals	X		X			X	5	Site Plan, Floor Plan
	01535 –TEMPORARY CROSSING								
1.05	Submittals	X			X		X		Detailed plans

SUPERSEDED

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

SUBMITTAL REGISTER

SPEC PARA. NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES	REMARKS
		WORKING	SAMPLE	MFR'S	CERT.	TEST	OTHER AS	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified	
	00206 – INSTRUCTIONS FOR DVBE GOAL AND INCENTIVE								
6	DVBE Monitoring and Reporting						X		
Doc. 00206-1	DVBE Quarterly and Final Report						X	Quarterly and after completion (prior to acceptance)	
Doc. 00206-2	Certification of DVBE Participation Upon Contract Acceptance						X	Upon acceptance of the contract	
Doc. 00206-3	DVBE Percentage Achieved and Certification of Total Payment to Prime Contractor						X	After receipt of final contract payment	
	01300 – PARTNERING								
3.04	Deliverables						X		Partnering Charter, Monthly Partnering Surveys, Lessons learned summary, Project close-out survey
	01322 – CONTRACTOR'S SCHEDULE								
1.01 D	Detailed Schedule						X	7	
	01330 – SUBMITTALS								
1.02	Certified Small Business/Micro Business (SB/MB) Participation						X	15	
1.02 E	SB/MB Participation							At completion	
1.03	Injury and Illness Prevention Program						X		
1.03 B	Pre-Work Safety Plan						X	Prior to start of on-site work	Safety compliance documents

****	****	****	****				****	****	****
	01535 –TEMPORARY CROSSING								
1.05	Submittals	X			X		X		Detailed plans

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

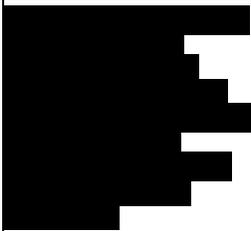
SUBMITTAL REGISTER

SPEC PARA. NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES	REMARKS
		WORKING	SAMPLE	MFR'S	CERT.	TEST	OTHER AS	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified	
	00206 – INSTRUCTIONS FOR DVBE GOAL AND INCENTIVE								
6	DVBE Monitoring and Reporting						X		
Doc. 00206-1	DVBE Quarterly and Final Report						X	Quarterly and after completion (prior to acceptance)	
Doc. 00206-2	Certification of DVBE Participation Upon Contract Acceptance						X	Upon acceptance of the contract	
Doc. 00206-3	DVBE Percentage Achieved and Certification of Total Payment to Prime Contractor						X	After receipt of final contract payment	
	01300 – PARTNERING								
3.04	Deliverables						X		Partnering Charter, Monthly Partnering Surveys, Lessons learned summary, Project close-out survey
	01322 – CONTRACTOR'S SCHEDULE								
1.01 D	Detailed Schedule						X	7	
	01330 – SUBMITTALS								
1.02	Certified Small Business/Micro Business (SB/MB) Participation						X	15	
1.02 E	SB/MB Participation							At completion	
1.03	Injury and Illness Prevention Program						X		
1.03 B	Pre-Work Safety Plan						X	Prior to start of on-site work	Safety compliance documents
	01520 – CONTRACTOR FURNISHED CONSTRUCTION FACILITIES								
1.04	Submittals	X		X			X	5	Site Plan, Floor Plan
	01535 –TEMPORARY CROSSING								
1.05	Submittals	X			X		X		Detailed plans

(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

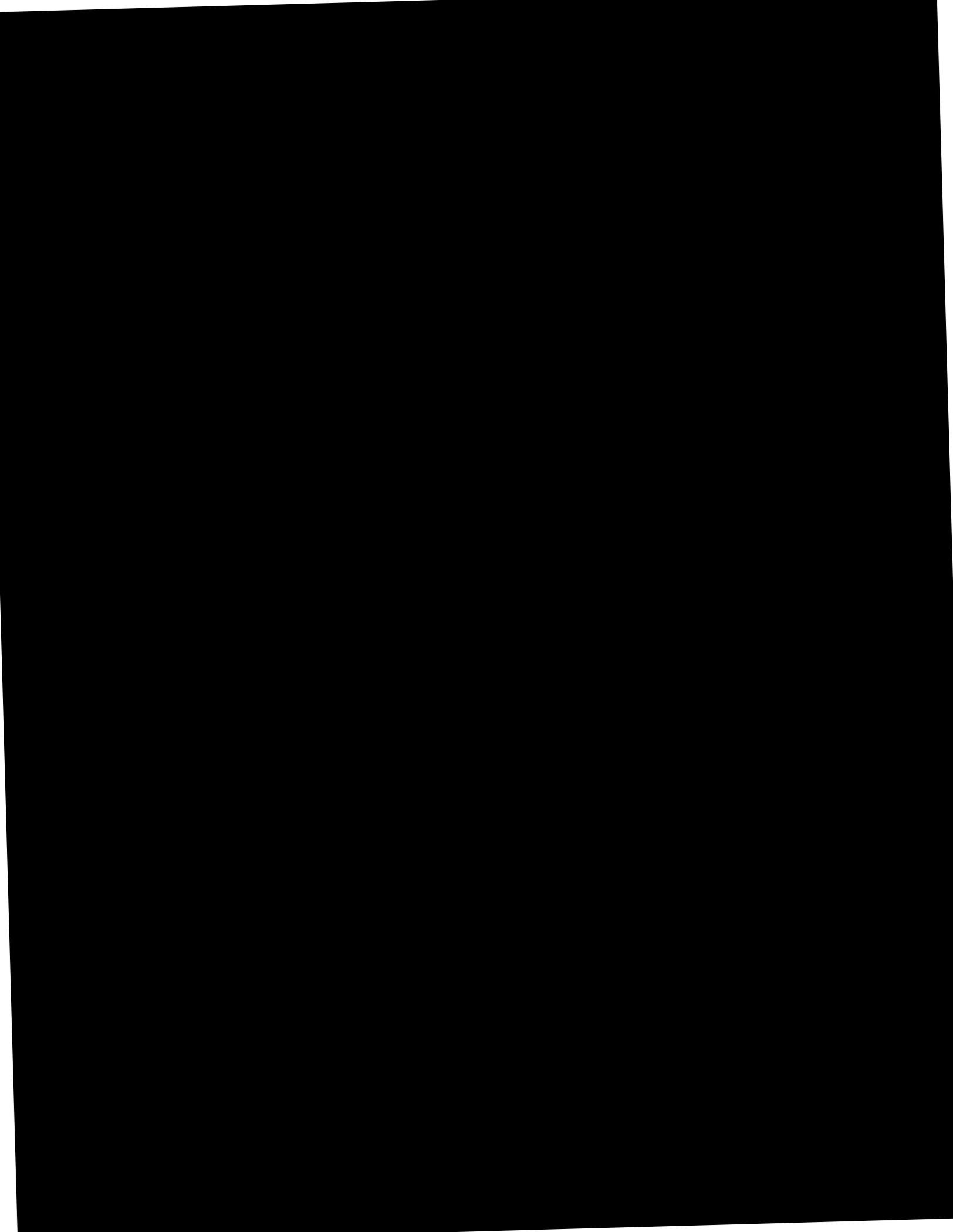
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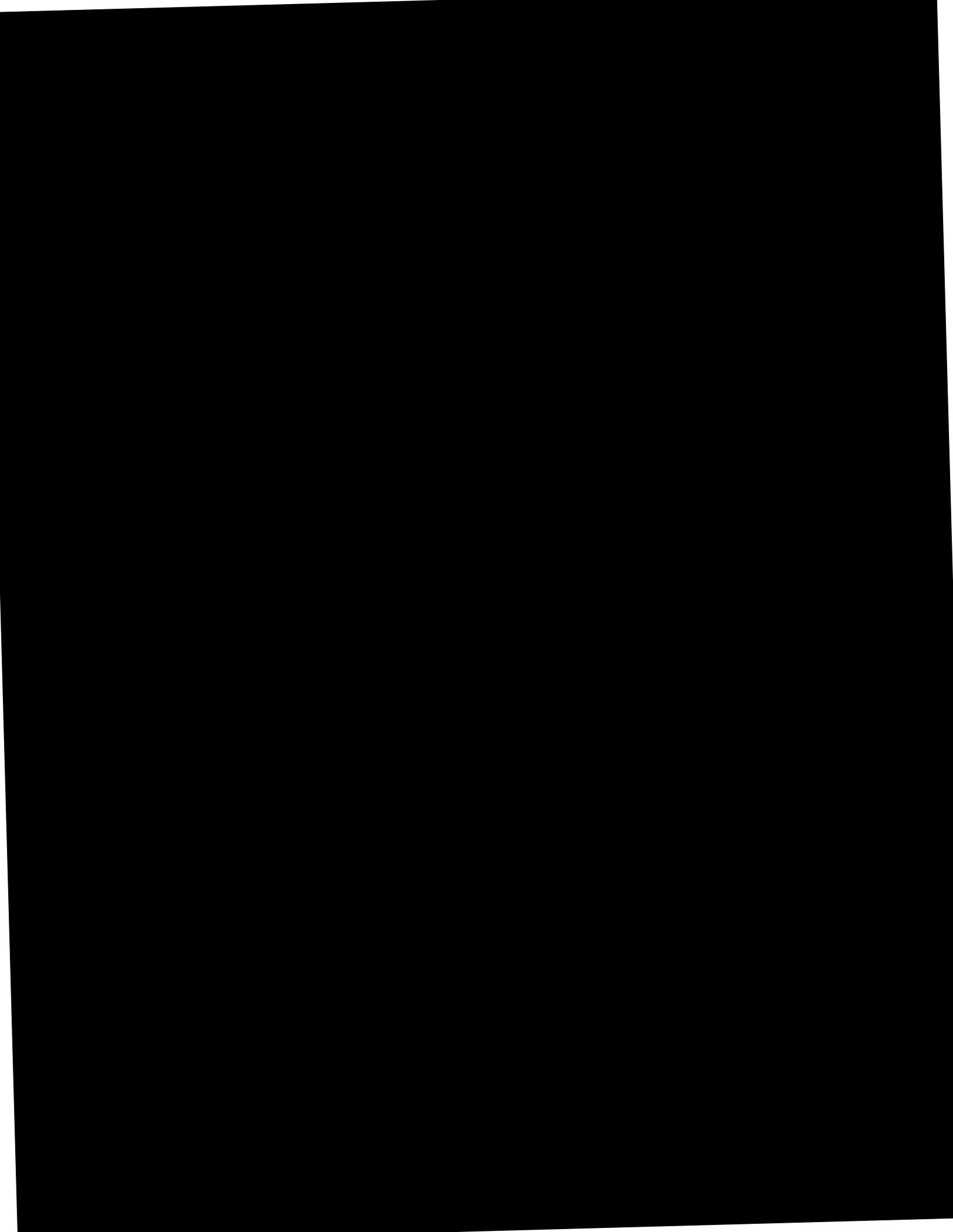
SUBMITTAL REGISTER

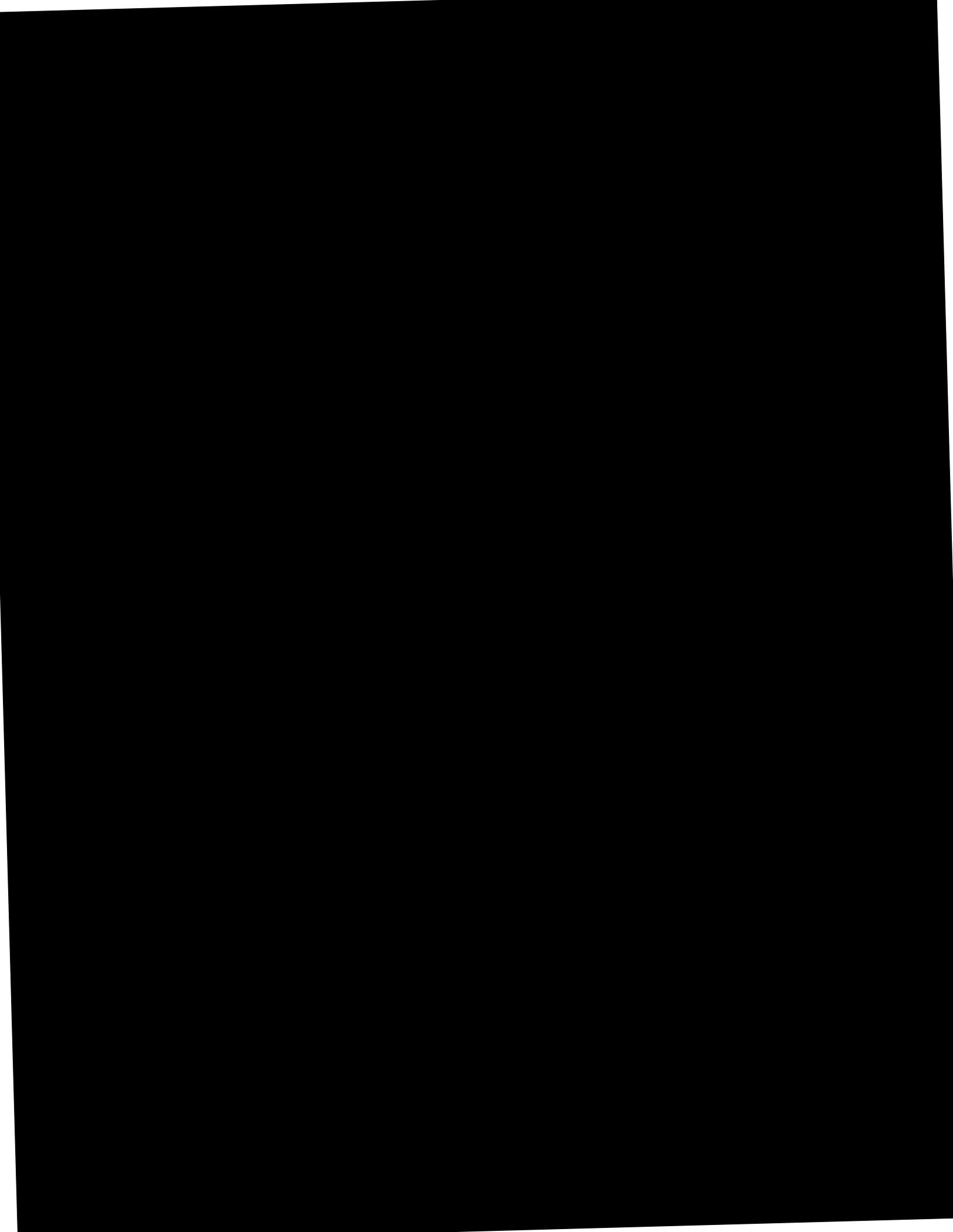
SPEC PARA. NO.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL						CONTRACTOR SCHEDULED DATES	REMARKS
		WORKING	SAMPLE	MFR'S	CERT.	TEST	OTHER AS	SUBMIT BY 01330, 1.04 C, No. of days ⁽¹⁾ , or as specified	
	01550 – RIGHT OF WAY ACCESS RESTRICTION AND WORK SITE SECURITY								
1.03	Submittals						X		Site Security Plan
	01560 – TEMPORARY TRAFFIC CONTROL								
1.04	Submittals						X		Traffic Control Plan
	01570 – ENVIRONMENTAL PROTECTION								
1.04	Submittals	X					X	Prior to commencement of on-site work	Air Quality Control Plan Water Quality Control Plan Storm Water Pollution Prevention Plan Fire Prevention and Control Plan Noise Abatement Plan Construction Debris Recycling Plan
	01580 –SIGNAGE								
1.04	Submittals	X	X				X		Appendix VI
									
1.05	Submittals						X	15	

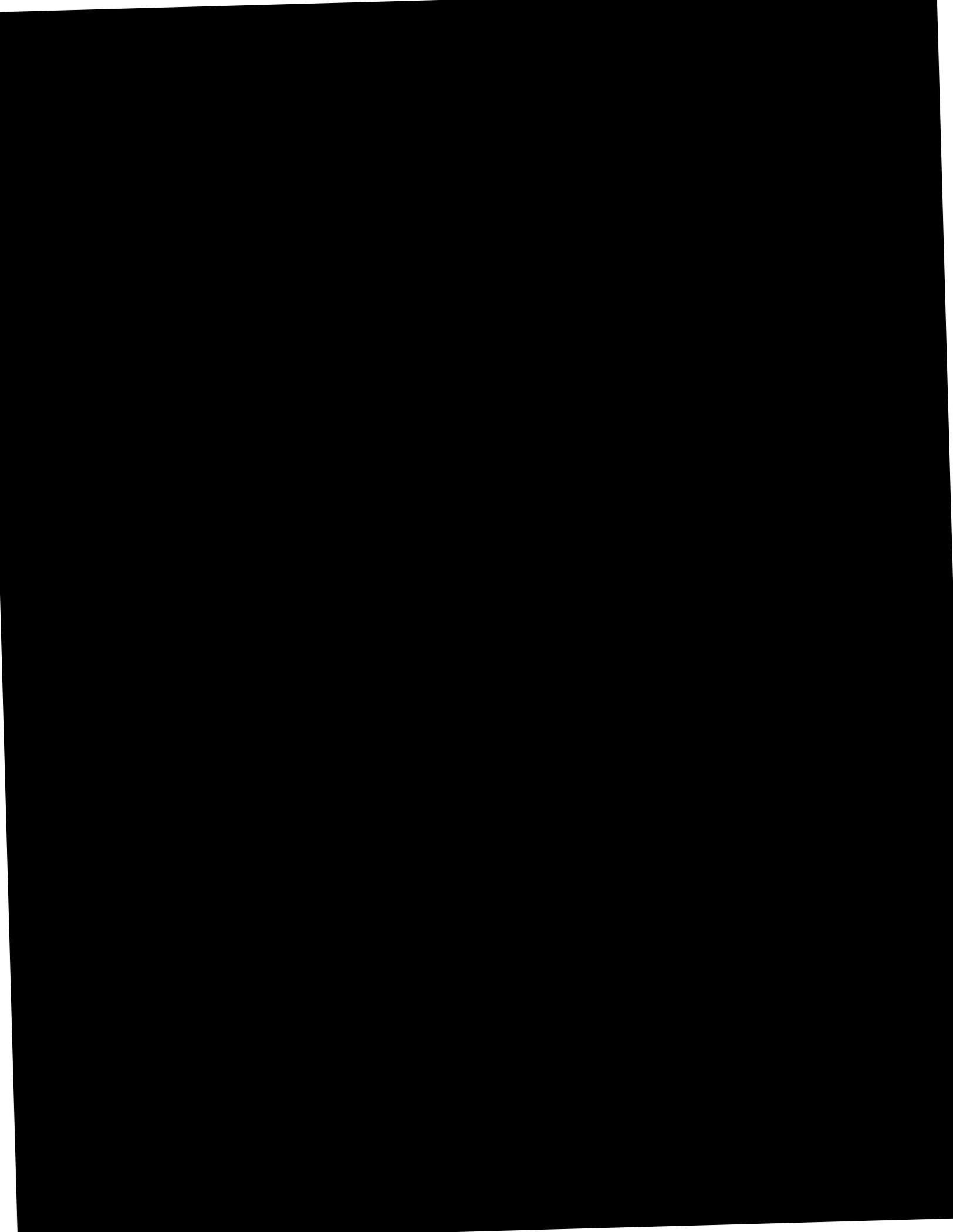
(1) Number of days from receipt of Notice to Begin Work or time scheduled by Contractor in 01330, 1.04 C, Submittal Schedule.

Tag









PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

Contractor Furnished Construction Facilities

SECTION 01520

CONTRACTOR FURNISHED CONSTRUCTION FACILITIES

Delete this section in its entirety

01520-1

(Addn. No. 3, Pg. 14) K-17

SECTION 01520

CONTRACTOR FURNISHED CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the requirements for the contract items Contractor Furnished Construction Facilities; and Laboratory Furniture, Fixtures and Equipment.
 - 1. The contract item Contractor Furnished Construction Facilities includes delivering, installing and maintaining the Engineer's Laboratory (Laboratory) for the entire contract period for the exclusive use of the Engineer's personnel. The Contractor shall provide all utilities including the acquisition, extension, connection, maintenance and monthly service fees for those utilities necessary for the operation of the Laboratory as shown.
 - 2. The contract item Laboratory Furniture, Fixtures and Equipment includes furnishing, delivering and installing all furniture, fixtures and equipment in the Laboratory as shown.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 01550 – Right of Way, Access Restrictions, and Work Site Security.
 - 2. Section 02820 – Chain Link Fence and Gates.

1.03 DEFINITIONS AND ABBREVIATIONS

- A. Furniture, Fixtures and Equipment – Movable furniture, fixtures and other equipment that are not permanently connected to the structure of a building or utilities.
- B. CBC – California Building Code.

SUPERSEDED

1.04 SUBMITTALS

- A. The Contractor shall consult with the Engineer prior to preparing the drawing and data submittals required below:
1. Site Plan, including:
 - a. Exterior layout of the Laboratory.
 - b. Exterior lighting.
 - c. Parking for 10 vehicles (minimum).
 - d. Accessibility, per 2013 CBC.
 - e. Entrances, exits, drive aisles, driveways and gates.
 - f. Security fencing and pedestrian access in and around the Laboratory.
 - g. Horizontal control plan identifying all key dimensions necessary to layout the Laboratory and associated features.
 2. Floor Plans, including:
 - a. Layout of the furniture, fixtures, and equipment within Laboratory. Layout drawing to show the configurations of the built-in counters.
 - b. Layout for all electrical, phone and computer outlets.
 - c. Horizontal control plan identifying key dimensions within the Laboratory.
 - d. Accessibility, per 2013 CBC.
 3. Data/cut sheets describing the furniture, fixtures and equipment to be used with consistent and compatible color/finishes to be approved by the Engineer.
 4. Utility connections including connections for electrical, water, sanitation, telephone, interior lighting, exterior lighting, computer, HVAC, and fixed time lapse camera.
 5. Painting process and color selection.
 6. The Modular Building manufacturer, model number, and description of each modular building.

SUPERSEDED

7. Structural drawings and calculations for the Laboratory for review by Engineer.
 8. Copy of Permits and Approvals issued by governing regulatory agencies.
 9. A schedule identifying the timeline for the delivery of the Laboratory.
- B. Site Plan and Floor Plan for Laboratory submittal shall be due within five days of receipt of notice to begin work.

1.05 SITE CONDITIONS

- A. It is the Contractor's responsibility to verify the availability of utilities including potable water, power, and telephone. This shall include any necessary modifications to meet the project requirements.
- B. The Contractor shall comply with all local, State, and federal requirements in acquiring, extending, connecting and maintaining utilities.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Building Materials and Construction:
1. Laboratory shall be constructed using modular prefabricated buildings by a modular manufacturer such as Williams Scotsman; American Modular Systems; or equal.
 2. The materials used in construction of temporary facilities and services shall be in accordance with all applicable building codes and regulations.
 3. No materials shall be used that give off noxious chemical odors such as formaldehyde or chlorine.
- B. Furniture, fixtures and equipment shall be as described and specified below:
1. Desk – specify left or right return:
 - a. PIA, Vanguard Secretarial Center No. 605500 Right;
 - b. PIA, Vanguard Secretarial Center No. 605400 Left;

SUPERSEDED

- c. Haworth, Orlando No. BDOS-3060-M8Q with BRRN-2248 (specify left or right return);
 - d. Or equal.
- 2. Table – flip-top:
 - a. PIA, No. 542411;
 - b. Haworth, No. TARA-4896L-LJMN-PG4N;
 - c. Or equal.
- 3. Workbench:
 - a. gotopac.com, Kennedy Series Standard Workstation Model No. KW4896 & Bottom Shelf Model No. BSM4293;
 - b. Globalindustrial.com, Heavy-Duty Extra Long Hardboard Folding Assembly Bench Model No. WB606771;
 - c. Or equal.
- 4. Desk Chair:
 - a. PIA, Ergonomic No. 682900;
 - b. Haworth, Look Seating No. Z831-1W42;
 - c. Or equal.
- 5. Side Chair:
 - a. PIA, No. 624600;
 - b. Haworth, Look Seating No. Z600-2214;
 - c. Or equal.
- 6. Bookcase – tall:
 - a. PIA, No. 692000;
 - b. Haworth, X Series No. JBCS-0436;
 - c. Or equal.

SUPERSEDED

7. Bookcase – low:
 - a. PIA, No. 545000;
 - b. Haworth, X Series No. JBCS-0236;
 - c. Or equal.
8. File Cabinet:
 - a. PIA, Vanguard No. 692400;
 - b. HON, 210 Series Legal size No. H214;
 - c. Or equal.
9. Hanging File:
 - a. Adir, Mobile No. Center 614;
 - b. Brookside, 8003;
 - c. Or equal.
10. Refrigerator – min. 22 cu. ft. combined refrigerator and freezer storage. The refrigerator shall include external ice and water dispenser:
 - a. Samsung, RFG237 (white);
 - b. LG, LSC23924SW;
 - c. Or equal.
11. Microwave Oven – 1,200 watt minimum, 1.6 cubic feet or larger:
 - a. Panasonic, NN-H765WF Genius;
 - b. Whirlpool, WMC30516AS;
 - c. Or equal.
12. Coffee Maker –12 cup capacity:
 - a. Cuisinart, DGB-625BC Grind and Brew;
 - b. KitchenAid, KCM1402ES;
 - c. Or equal.

SUPERSEDED

13. Cabinets and Counter:

- a. Lower cabinets shall be a standard kitchen type with laminate countertop and accessible minimum 30-inch-wide sink.
- b. Upper cabinets shall be of a standard kitchen type, minimum 12 inch deep.
- c. Laboratory counter shall have a minimum 5-foot-wide accessible desk surface with drawers for file storage and pull-out tray for computer keyboard.

14. Computer, Communication and Office Equipment:

- a. Telephones – equipped with handless speakers, phone lines and an automated answering system:
 - 1) Panasonic, KX-TS620W;
 - 2) AT&T, 17939;
 - 3) Or equal.
- b. Outlets and necessary network connections.

15. Miscellaneous Items:

- a. Wastebasket and Recycling Bin (28-53 qt size):
 - 1) Rubbermaid;
 - 2) Office Depot Brand;
 - 3) Or equal.
- b. Paper Shredder:
 - 1) Ative, No. V141S;
 - 2) Swingline, No.SX22-19;
 - 3) Or equal.
- c. Whiteboard:
 - 1) Dry Erase marker type.
 - 2) Include four different colored markers and eraser.

SUPERSEDED

- d. Fire Extinguisher:
 - 1) Shall be the quantity and type required by local fire code
- e. Door Mats.

C. Laboratory Equipment:

- 1. Compaction testing equipment shall be as described and specified below:
 - a. Automatic compaction machine, including compatible 4-inch and 6 inch-diameter compaction molds (compliant with ASTM D 1557):
 - 1) ELE International, 24-9095/01;
 - 2) Humboldt Manufacturing Company, H-4169;
 - 3) Or equal.
 - b. Manual compaction hammer with 10 lb weight and 18 inch drop (compliant with ASTM D 1557):
 - 1) ELE International, 24-9070;
 - 2) Humboldt Manufacturing Company, H-4170A;
 - 3) Or equal.
 - c. 4 inch-diameter molds (compliant with ASTM D 1557):
 - 1) Humboldt Manufacturing Company, H-4141;
 - 2) ELE International, 24-9061;
 - 3) Or equal.
 - d. 6 inch-diameter molds (compliant with ASTM D 1557):
 - 1) ELE International, 21-9067;
 - 2) Humboldt Manufacturing Company, H-4162;
 - 3) Or equal.

SUPERSEDED

- e. 12 inch diameter Sand Cone (compliant with ASTM D 1556 and ASTM 1557):
 - 1) Humboldt Manufacturing Company, H-4248;
 - 2) Gilson Company, HM-98;
 - 3) Or equal.
 - f. Maximum Density Digital Scale with minimum capacity of 10,000 grams and readability of 0.01 grams. Scale shall comply with ASTM D 1557 and conform to requirements for Class GP5 per ASTM D 4573:
 - 1) Gilson Company, OBX-101;
 - 2) A&D Weighing, GX-10K;
 - 3) Or equal.
 - g. Field Density Digital Scale with minimum capacity of 30,000 grams and readability of 0.1 grams. Scale must be compliant with ASTM D 1557 and conform to requirements of Class GP5 per ASTM D 4573:
 - 1) Gilson Company, CP-230;
 - 2) A&D Weighing, GP-30KS;
 - 3) Or equal.
2. Gradation/Particle Size Analysis Equipment (compliant with ASTM D 422, D 1140, C 136, and C 117) shall be as described and specified below:
- a. Sieve Shaker (coarse) for coarse aggregate materials (compliant with ASTM D 422/C 136):
 - 1) Gilson Company, TS-1;
 - 2) Humboldt Manufacturing Company, H-4283;
 - 3) Or equal.
 - b. Coarse Sieves of each of the following sizes shall be provided. Sieves shall be compatible with the Sieve Shaker (coarse) as specified in this section:
 - 1) 3 inch.

SUPERSEDED

- 2) 2 inch.
 - 3) 1-1/2 inch.
 - 4) 1 inch.
 - 5) 3/4 inch.
 - 6) 1/2 inch.
 - 7) 3/8 inch.
 - 8) #4.
- c. Sieve Shaker enclosure (Coarse):
- 1) Gilson, TSA-180
 - 2) Humboldt, H-4283SE
- d. Sieve Shaker (fine) for fine aggregate materials (compliant with ASTM D 422/C 136):
- 1) Gilson Company – SS-8R;
 - 2) W.S. Tyler Industrial Group, RX-29;
 - 3) Or equal.
- e. Fine Sieves of each of the following sizes shall be provided. Sieves shall be 8 inch diameter (typical) compatible with the Sieve Shaker (fine) as specified in this section:
- 1) 1 inch.
 - 2) 3/4 inch.
 - 3) 1/2 inch.
 - 4) 3/8 inch.
 - 5) #4.
 - 6) #8.
 - 7) #10.
 - 8) #16.

SUPERSEDED

- 9) #30.
- 10) #40.
- 11) #50.
- 12) #100.
- 13) #200.
- f. Sieve Shaker enclosure (fine):
 - 1) Gilson, SSA 321.
 - 2) Humboldt, H4324.
- g. Washing Sieves of each of the following sizes shall be provided. Sieves shall be 12 inch diameter sieves compatible with test methods C117 and D1140. Sieves shall be manufactured by Gilson Company; Humboldt Manufacturing Company; or equal.
 - 1) #4.
 - 2) #10.
 - 3) #200.
- h. Single Opening Sieves: For particles larger than 3 inches in diameter, single-opening sieves or templates will be required at the direction of the Engineer. These templates will be fabricated by the Contractor in conformance to ASTM D 5519. Two (2) single opening sieves of each of the following sizes will be required:
 - 1) 24 inch.
 - 2) 18 inch.
 - 3) 12 inch.
 - 4) 6 inch.
- i. Scales:
 - 1) Sieve Analysis Digital Scale with minimum capacity of 6,000 grams and readability of 0.01 grams:
 - a) A&D Weighing, GX-6100;

SUPERSEDED

Contractor Furnished Construction Facilities

- b) Gilson Company, OBX-962;
 - c) Or equal.
- 2) Coarse Aggregate Digital Scale with minimum capacity of 20,000 grams and readability of 0.5 grams:
- a) Gilson Company, OBX-524;
 - b) A&D Weighing, GP-20K;
 - c) Or equal.
- 3) Rip-Rap Digital Scale with minimum capacity of 300 lbs and readability of 0.1 lbs:
- a) A&D Weighing, FG-150KAL;
 - b) Gilson Company, OB-300;
 - c) Or equal.
3. Atterberg Limits Testing Equipment (compliant with ASTM D 4318) shall be as described and specified below:
- a. Liquid Limit Machine with Grooving Tool:
 - 1) Humboldt Manufacturing Company, H-4226;
 - 2) ELE International, 24-0441/02;
 - 3) Or equal.
 - b. Plastic Limit Test Kit: Glass plate, spatula, mixing bowl, graduated cylinder, moisture sample tins, etc (per ASTM D 4318):
 - 1) Humboldt Manufacturing Company, H-4253;
 - 2) ELE International, EI2810;
 - 3) Or equal.
 - c. Digital Scale minimum capacity of 2,000 grams and readability of .01 grams. Scale must conform to requirements for Class GP1 per ASTM D 4573:
 - 1) Gilson Company, OBX-922;

SUPERSEDED

- 2) A&D Weighing Company, GX-2000;
 - 3) Or equal
4. Thermostatically Controlled Drying Ovens:
- a. Ovens shall be forced-draft type.
 - b. Ovens shall capable of maintaining uniform temperatures within 5 degrees centigrade of selected temperature.
 - c. Ovens shall have minimum capacities of approximately 27 cubic feet.
 - d. Drying ovens shall be one of the following specified models or equal:
 - 1) Despatch Industries, LBB2-27;
 - 2) Humboldt Manufacturing Company, H-32333.8F;
 - 3) Or equal.
5. Los Angeles Abrasion Machine:
- a. Abrasion machine shall conform to ASTM C131 and C535 and shall include abrasion charges, catch pan, and sound enclosure.
 - b. Los Angeles Abrasion Machine shall be one of the following specified models or equal:
 - 1) Humboldt Manufacturing Company, H-3860D;
 - 2) Gilson Global, HM-70A;
 - 3) Or equal.
 - c. 18 inch Diameter #12 Sieve:
 - 1) Gilson Company, V18CF#12;
 - 2) Humboldt Manufacturing, H-4100.12.
 - d. 18 inch Diameter Sieve Pan:
 - 1) Gilson Company, V18BFXPN;
 - 2) Humboldt Manufacturing, H-4100P.

SUPERSEDED

6. Sand Equivalent Testing:
 - a. Motorized Sand Equivalent Shaker:
 - 1) Humboldt Manufacturing Company, H-4374;
 - 2) Gilson Company, SE-2B.
 - b. Sand Equivalent Test Kit:
 - 1) Humboldt Manufacturing Company, H-4340
 - 2) Gilson Company, SEA -100
7. Proportional Caliper Device:
 - a. Test Mark Industries, CA-4020
 - b. Gilson Company, HM-38B
8. Masonry Saw with 20-inch blade:
 - 1) Gilson Company, HM-62;
 - 2) ELE International, EI82-8925/06;
 - 3) Or equal.
9. Concrete Compressive Strength Testing (ASTM C 39/C 31/C 617/C 1231):
 - a. Compression Testing Machine:
 - 1) Test Mark Industries, CM-4000P;
 - 2) Humboldt Manufacturing, HCM-4000P;
 - 3) Or equal.
 - 4) The compression testing machine must have a maximum capacity of at least 400,000 lbs.
 - 5) The testing machine shall comply with all requirements of ASTM C 39, and be equipped with platens suitable for 6-inch-diameter samples.
 - b. Melting Pot (Per ASTM C617):
 - 1) Forney, LA-0132;

SUPERSEDED

- 2) Test Mark Industries, CA-0168;
- 3) Or equal.
- c. Capping Compound Ladle:
 - 1) Forney, LA-0140;
 - 2) Test Mark Industries, CA-0180;
 - 3) Or equal.
- d. Concrete Retainer Rings – 6-inch:
 - 1) Forney, LAG-0148-60SET;
 - 2) Test Mark Industries, CA-0191;
 - 3) Or equal.
- e. Elastomeric Pads – 6-inch:
 - 1) Forney, LA-0149;
 - 2) Test Mark Industries, CA-0191-60;
 - 3) Or equal.
- f. Curing Tanks shall be provided for laboratory curing of concrete specimens per ASTM C 31:
 - 1) Forney, LA-1335;
 - 2) Gilson Company, HM-621;
 - 3) Or equal.
- g. Tank Heaters shall be provided to maintain temperature of curing tanks:
 - 1) Forney, LA-1304;
 - 2) Gilson Company, HM-651;
 - 3) Or equal.

SUPERSEDED

Contractor Furnished Construction Facilities

- h. Temperature Recorders will be provided to monitor temperature of curing tanks:
 - 1) Forney, LA-0546-63;
 - 2) Test Mark Industries, CA-0838-00;
 - 3) Or equal.
- 10. Roller Compacted Concrete (RCC) Equipment:
 - a. Vebe Consistometer test kit (ASTM C1170), shall include vibrating table, swing arm, guide sleeve, surcharge weight, and test mold:
 - 1) Humboldt, H-3648;
 - 2) Test Mark Industries, CA-0376.
 - b. Mold Assembly for 6 inch by 12 inch:
 - 1) Humboldt H-2950.RCA;
 - 2) UTEST, UTC-0560/M.
 - c. Vibration Compaction Hammer with 6 inch diameter Tamping Foot
 - 1) Humboldt Manufacturing, H-4115.3;
 - 2) Controls Group, 33-T8702 , 33-0087/7, and 33-T0087/8A.
 - d. Frame for Vibration Compaction Hammer:
 - 1) Humboldt Manufacturing, H-4115.2;
 - 2) Controls Group, 33-T0087/B.

SUPERSEDED

11. Miscellaneous Laboratory Tools: Miscellaneous tools shall be supplied in the quantity indicated in Part 3. All tools shall be the specified make and model, or equal. Where no manufacturer is specified, any tool meeting the description below is acceptable.
 - a. Straight Edges:
 - 1) ELE International, 24-9010;
 - 2) Humboldt Manufacturing Company, H-4144.12;
 - 3) Or equal.
 - b. Mixing Trowels:
 - 1) ELE International, 88-7400;
 - 2) Humboldt Manufacturing Company, H-3760;
 - 3) Or equal.
 - c. Mixing Spoons:
 - 1) ELE International, 88-7700;
 - 2) Humboldt Manufacturing Company, H-4974;
 - 3) Or equal.
 - d. Small Preparation Spatulas:
 - 1) ELE International, 88-7500;
 - 2) Humboldt Manufacturing Company, H-4904;
 - 3) Or equal.
 - e. Large Preparation Spatulas:
 - 1) ELE International, 88-7520;
 - 2) Humboldt Manufacturing Company, H-4908;
 - 3) Or equal.

SUPERSEDED

Contractor Furnished Construction Facilities

- f. Trimming Knives:
 - 1) ELE International, 88-7910;
 - 2) Humboldt Manufacturing Company, H-4973;
 - 3) Or equal.
- g. Sample Ejector:
 - 1) ELE International, 23-4085;
 - 2) Humboldt Manufacturing Company, H-4150;
 - 3) Or equal.
- h. Large Sample Pans:
 - 1) Gilson Company, SC-3;
 - 2) Humboldt Manufacturing Company, H-3710;
 - 3) Or equal.
- i. Medium Sample Pans:
 - 1) Gilson Company, SC-2;
 - 2) Humboldt Manufacturing Company, H-3707;
 - 3) Or equal.
- j. Small Sample Pans:
 - 1) Gilson Company, SC-163;
 - 2) ELE International, 88-7110;
 - 3) Or equal.
- k. Small Sample Bowls:
 - 1) Gilson Company, SC-152;
 - 2) Humboldt Manufacturing Company, H-4941;
 - 3) Or equal.

SUPERSEDED

- I. Large Mixing Bowls:
 - 1) Gilson Company, SC-84;
 - 2) Humboldt Manufacturing Company, H-4939.5;
 - 3) Or equal.

- m. Moisture Cans:
 - 1) Gilson Company, SC-498;
 - 2) Humboldt Manufacturing Company, H-4926;
 - 3) Or equal.

- n. Wash Bottles:
 - 1) Thermo Scientific, 2402-0500;
 - 2) Humboldt Manufacturing Company, H-3399;
 - 3) Or equal.

- o. Sieve Brushes – fine:
 - 1) Gilson Company, TSA-170;
 - 2) Humboldt Manufacturing Company, H-3774;
 - 3) Or equal.

- p. Sieve Brushes – coarse:
 - 1) Gilson Company, TSA-173;
 - 2) Humboldt Manufacturing Company, H-3772;
 - 3) Or equal.

- q. Laboratory Brush – medium:
 - 1) Gilson Company, TSA-171;
 - 2) Humboldt Manufacturing Company, H-3800;
 - 3) Or equal.

SUPERSEDED

Contractor Furnished Construction Facilities

- r. Laboratory Brush – large:
 - 1) Gilson Company, TSA-174;
 - 2) Humboldt Manufacturing Company, H-3776;
 - 3) Or equal.
- s. Graduated Cylinder – 100 mL:
 - 1) Gilson Company, GW-43;
 - 2) Humboldt Manufacturing Company, H-4916P.100;
 - 3) Or equal.
- t. Graduated Cylinder – 500 mL:
 - 1) Gilson Company, GW-45;
 - 2) Humboldt Manufacturing Company, H-4916P.500;
 - 3) Or equal.
- u. Graduated Cylinder – 1000 mL:
 - 1) Gilson Company, GW-46;
 - 2) Humboldt Manufacturing Company, H-4916P.1M;
 - 3) Or equal.
- v. Sample Splitter – large:
 - 1) Gilson Company, SP-1;
 - 2) Humboldt Manufacturing Company, H-4288;
 - 3) Or equal.
- w. Sample Splitter – small:
 - 1) Gilson Company, SP-2.5;
 - 2) Geotest Instrument Corporation, SI-2639;
 - 3) Or equal.

SUPERSEDED

- x. Mortar and Pestle:
 - 1) Gilson Company, HM-109;
 - 2) ELE International, EI88-6802;
 - 3) Or equal.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. Construction Facilities (Laboratory):

1. The Contractor shall deliver, install and maintain the Laboratory, as shown.
2. The Contractor shall maintain the facilities for the entire contract period.
3. Each modular building shall be designed, constructed and installed to resist all applicable loads, including wind and seismic, pursuant to 2013 CBC 1604.2
4. The area around the Laboratory shall be designed to accommodate adequate parking and vehicular and pedestrian access in accordance with the Department provided site plan.
5. The Contractor shall obtain all required permits and approvals necessary for Engineer to occupy Laboratory.
6. The Laboratory shall be designed to support all equipment as shown.

B. Janitorial and Waste Disposal:

1. Supply daily janitorial service for the duration of the project, including cleanup, trash removal, and a minimum one week supply of paper towels, toilet paper and hand soap at all times.
2. The Contractor shall be responsible for disposing of waste offsite.

C. Utilities:

1. The Contractor shall acquire, extend, connect and maintain all required servicing utilities including electricity, telephone, potable water, sewage disposal, and any other utility services necessary for the operation of the Equipment as shown.

SUPERSEDED

Contractor Furnished Construction Facilities

2. Extension of utilities shall be underground, unless determined otherwise by Engineer.
3. Utilities shall be connected and disconnected in accordance with local, State, and federal regulations.
4. The Contractor shall not disconnect utilities or services without the consent of the Engineer.
5. Water:
 - a. Water shall be potable and piped to the sinks and toilets located in the Laboratory including the lab area. Water shall be heated with a 30-gallon (minimum) water heater.
 - b. Up to three (3) water spigots shall be located outside at locations to be determined by the Engineer.
6. Sanitation:
 - a. The Contractor shall provide and maintain the means to collect, treat, and dispose of sewage (toilet waste, blackwater, greywater, etc.) in accordance with local codes.
 - b. Any on-site disposal means shall be sized appropriately to meet the demands of the Laboratory staff.
7. Telephone:
 - a. The Contractor shall provide telephone service to each building. The Contractor shall furnish and install all equipment at locations shown.
 - b. Dedicated phone lines shall be installed in up to four locations including for each fax machine.
8. Electrical:
 - a. The Contractor shall furnish and install all equipment to provide power to the Laboratory as shown.
 - b. Electrical power shall meet the demands of the Laboratory.
 - c. The electrical outlets shall be located as shown.
 - d. The Contractor shall provide dedicated 20-amp circuits as shown.

SUPERSEDED

- e. A backup system shall be in place to avoid disruption of power to the server.
- f. The Contractor shall provide electrical service to the fixed time-lapse camera system.

D. Features:

1. Each Modular building shall include screened windows with blinds and lockable doors with four sets of keys. Entrances must be fully accessible per 2013 CBC and secondary exits must be at least 3 feet wide with stairs.
2. Interior Walls:
 - a. Interior walls and ceilings shall receive a prime coat and two coats of white enamel paint unless otherwise approved.
 - b. Alternatively, Pre-finished vinyl wrapped gypsum board may be installed with Engineer's approval.
3. Furniture may be of manufacturer's standard color or shall be painted as specified for walls and ceilings.
4. Windows:
 - a. Windows shall be installed in locations as shown.
5. Heating and Cooling:
 - a. The Contractor shall provide each building with an automatic, adjustable, thermostatically controlled heating and refrigerated air conditioning system of sufficient capacity to maintain even temperature in all parts of each building.
 - b. The general heating systems shall provide a 70 degree F, minimum inside temperature under the ASHRAE winter outside design conditions applicable to the construction site location. A distribution system sufficient for uniform heating and comfort shall be provided.
 - c. The general air conditioning systems shall provide a 72 degree F inside temperature under the ASHRAE summer outside conditions applicable to the construction site location.
 - d. Ventilation system shall be of mechanical type, sufficient for comfort during the change between heating and cooling seasons.

SUPERSEDED

E. Lighting:

1. Lighting shall meet minimum illumination requirements for standard office occupancy pursuant to the local governing building code.
2. The building will be equipped with adequate lighting system to provide uniformly distributed, shielded 80 foot-candle light in all working spaces. All room systems shall be provided with wall switches.
3. All exterior site lighting shall be controlled by a photocell for nonstop illumination during the nighttime hours.
4. The Contractor shall provide an average horizontal illuminance of 0.8 foot-candles and a minimum of 0.2 foot-candles to light the Engineer's parking area during night time hours. Lighting shall be shielded and directed downward toward the work site.

F. Network Connections:

1. The Contractor shall furnish and install the following network equipment:
 - a. Ten (10) network outlets for the Laboratory. The network outlets shall be located as shown and as directed by the Engineer. Each network outlet to include two (2) data and one (1) voice cable.
 - b. All other network equipment not described above will be provided by the Department.
 - c. Internet service to be supplied and paid for by the Department.

- G. Computers, Servers, Printers and Plotters will be provided and installed by the Department.

3.02 INSTALLATION

- A. The Contractor shall complete setup of the Laboratory and have it ready for occupancy by the Engineer's staff within 21 days from receipt of the notice to begin work.

3.03 ENGINEER'S LABORATORY

- A. The Laboratory shall have the floor space requirements as shown. Alternate layouts and construction may be allowable with prior approval by the Engineer.

SUPERSEDED

Contractor Furnished Construction Facilities

- B. All doors shall have a minimum width of 36 inches unless noted otherwise.
- C. Flooring in the Laboratory area shall be VCT (Vinyl Composition Tile).
- D. The Contractor shall furnish, deliver and install the following new and unused furniture, fixtures, and equipment as part of the Laboratory at location shown or as directed. All equipment shall be installed per manufacturer's instructions, shall comply with all applicable ASTM standards and in accordance with applicable building codes. See Paragraph 2.01 for product details.

<u>Laboratory Furniture and Fixtures</u>	<u>Size</u>	<u>Qty</u>
Desk with right-hand return	64"x30"x 30"	3
Table – flip-top	72"x 30"	2
Workbench (with under shelving)	96" x 48"	8
Desk Chair	N/A	3
Side Chair	N/A	3
Bookcase – tall	36"x14"x51"	2
File Cabinet	21"x26"x55"	1
Lower Cabinets	30"d x length as shown	1
Upper Cabinet	12" x 30"	1
Sink	30"x24"x15"	1
Refrigerator	22 cu. ft.	1
Microwave Oven	1.6 cu. ft.	1
Coffee Maker	12 cups	1
Telephone	N/A	3
Wastebasket, small	28 qt	5
Wastebasket, large	53 qt	2
Recycling Bin, small	28 qt	1
Shredder	N/A	1
Whiteboard	30" x 48"	3
Fire Extinguisher	N/A	2
Door Mats	36" x 24"	3

SUPERSEDED

Contractor Furnished Construction Facilities

<u>Laboratory Equipment</u>	<u>Wt. (lbs)</u>	<u>Qty</u>
Automatic Compaction Machine	435	1
Manual Compaction Hammer	< 20	2
4-inch-diameter mold	< 20	2
6-inch-diameter mold	< 20	2
12-inch-diameter Sand Cone	< 20	1
Maximum Density Digital Scale	21	1
Field Density Digital Scale	20	1
Sieve Shaker (coarse)	370	1
Coarse Sieves		
3-inch	< 20	2
2-inch	< 20	2
1-1/2-inch	<20	2
1-inch	< 20	2
3/4-inch	< 20	2
1/2-inch	< 20	2
3/8-inch	< 20	2
#4	< 20	2
Coarse Sieve Shaker Enclosure	50	1
Sieve Shaker (fine)	134	1
Fine Sieves, 8-inch-diameter		
1-inch	< 20	2
3/4-inch	< 20	2
1/2-inch	< 20	2
3/8-inch	< 20	2
#4	< 20	2
#8	< 20	2
#10	< 20	2
#16	< 20	2

SUPERSEDED

Contractor Furnished Construction Facilities

#30	< 20	2
#40	< 20	2
#50	< 20	2
#100	< 20	2
#200	< 20	2
Fine Sieve Shaker Enclosure	50	1
Washing Sieves 12-inch-diameter		
#4	< 20	2
#10	< 20	2
#200	< 20	2
Single Opening Sieves		
24-inch	< 20	1
18-inch	< 20	1
12-inch	< 20	1
6-inch	< 20	1
Sieve Analysis Digital Scale	23	1
Coarse Aggregate Digital Scale	26	1
Rip-Rap Digital Scale	51	1
Liquid Limit Machine with Grooving Tool	14	1
Plastic Limit Test Kit	< 20	1
Digital Scale	23	1
Thermostatically Controlled Drying Ovens	550	2
Los Angeles Abrasion Machine	500	1
Sand Equivalent Shaker	50	1
Sand Equivalent Test Kit	<20	2
Proportional Caliper Device	<5	2
Masonry Saw with 20-inch blade	365	1
Compression Testing Machine	800	1
Capping Fixture (3-inch)	< 20	1

SUPERSEDED

Contractor Furnished Construction Facilities

Melting Pot (Per ASTM C 617)	30	1
Capping Compound Ladle	< 20	1
Concrete Retainer Rings – 6-inch	< 20	4
Elastomeric Pads – 6-inch	< 20	200
Curing Tanks	1500	3
Tank Heaters	< 20	3
Temperature Recorders	< 20	3
Straight Edges	< 20	10
Vebe Consistometer Kit	300	2
Mold Assembly	20	24
Vibration Hammer w/Tamping foot	50	2
Frame for Vibration Hammer	20	2
Mixing Trowels	< 20	5
Mixing Spoons	< 20	10
Small Preparation Spatulas	< 20	10
Large Preparation Spatulas	< 20	10
Trimming Knives	< 20	10
Sample Ejector	< 20	1
Large Sample Pans	< 20	10
Medium Sample Pans	< 20	10
Small Sample Pans	< 20	10
Small Sample Bowl	< 20	10
Large Mixing Bowls	< 20	10
Moisture Cans	< 20	60
Wash Bottles	< 20	5
Sieve Brushes – fine	< 20	10
Sieve Brushes – coarse	< 20	10
Laboratory Brush – medium	< 20	5
Laboratory Brush – large	< 20	5

SUPERSEDED

Contractor Furnished Construction Facilities

Graduated Cylinder – 100 mL	< 20	2
Graduated Cylinder – 500 mL	< 20	2
Graduated Cylinder – 1000 mL	< 20	2
Sample Splitter – large	< 20	1
Sample Splitter – small	< 20	1
Mortar and Pestle	< 20	1

E. Calibration and Maintenance:

1. All laboratory equipment shall be calibrated upon delivery and installation.
2. All equipment shall be calibrated annually or at the minimum frequency required by manufacturer, whichever is more frequent.
3. All equipment shall be maintained per testing requirements for the duration of the project.

3.04 DECOMMISSIONING OF LABORATORY AREA

- A. The Engineer may occupy the Laboratory facilities for up to 60 days beyond issuance of the Final Estimate.
- B. Following completion of the project, the Engineer’s Field Laboratory and all furniture, fixtures and equipment including utility connections, shall be removed as the Contractor’s property. Exception: The Contractor shall deliver to the Department the Equipment under Part 3 – Execution, Paragraph 3.03D to the Bryte Laboratory at 1450 Riverbank Drive, West Sacramento, California 95605, under direction of the Engineer.
- C. After removal of the facilities, site shall be restored to its original or better condition.
- D. Notify the Engineer at least thirty (30) working days in advance of the start of decommissioning of the Laboratory.

SUPERSEDED

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract item Contractor Furnished Construction Facilities shall be by the month.
 - 1. Monthly payments shall commence after the facilities are determined to be fully functional and occupiable. This is defined as:
 - a. Construction of the Laboratory is complete.
 - b. All utilities have been connected, installed and tested.
 - c. Equipment has been installed and determined by the Engineer to be functioning correctly.
 - 2. The Contractor shall pay all costs associated with the Laboratory including monthly utility charges and service fees.
 - 3. Payments shall continue on a monthly basis until completion of the project and the Engineer has provided written notice that the Laboratory is no longer occupied.

4.02 PAYMENT

- A. The contract prices will be paid for CONTRACTOR FURNISHED CONSTRUCTION FACILITIES; LABORATORY FURNITURE, FIXTURES AND EQUIPMENT; which prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SUPERSEDED

SECTION 01521

DEPARTMENT-FURNISHED FACILITIES

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 FACILITIES AND SERVICES FURNISHED BY THE DEPARTMENT

- A. Department will furnish the following facilities and services:
 - 1. Temporary uncovered storage space as approved.
 - 2. Limited vehicle parking for personnel as approved.
 - 3. Water for construction purposes, as noted below, and as approved.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials used in construction of temporary facilities for using the above facilities and services shall be in accordance with applicable building codes or at least equal to materials found in the Department's existing facilities.
- B. Water:
 - 1. Water for construction purposes may be obtained from the diversion pool or from other sources approved by the Engineer.
 - 2. Contractor shall take appropriate measures to ensure the water source is not contaminated and is suitable for construction purposes. If pumping is used, provide containment for pumps, fuel source, and any other equipment containing oils, petroleum products, and other potential contaminants.

PART 3 EXECUTION

3.01 INSTALLATION AND REMOVAL

- A. The Contractor shall provide temporary facilities for storage of material and equipment and shall remove the temporary facilities from the work site when no longer needed, unless otherwise directed.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01560

TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers the contract item Temporary Traffic Control which includes the requirements for temporary traffic controls at various locations, which includes public notification, temporary traffic control measures, and other safety measures to control vehicular and pedestrian traffic through the work zones.
- B. Temporary traffic control measures shall include temporary railing, barricades, crash cushions, signage, lighting and flashing lights, pavement markings, and the service of qualified flaggers; all as required to provide for the safe passage of public traffic through or around the work zones.
- C. Public notification shall include advance notification signage at each site prior to the start of construction activities, to alert drivers to pending construction work and traffic restrictions.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
 - 1. Section 02300 – Earthwork.

1.03 REFERENCES

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00702 – Interpretation of the Contract, Paragraph 2:
 - 1. California Department of Transportation (Caltrans), 2015 Standard Specifications.
 - 2. 2012 California Manual on Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control.

1.04 SUBMITTALS

- A. Traffic control plan.

1.05 TRAFFIC CONTROL PLAN

- A. Construction work at the site will impact roads used by the public. The Contractor shall prepare a traffic control plan in consultation with the Engineer and applicable city, county, and State transportation agencies.
- B. The Contractor's traffic control plan shall indicate traffic control measures to be implemented for maintaining vehicular access through the work zone.
- C. The plan shall include drawings showing proposed traffic control devices and work zone layouts. Devices and layouts shall comply with the 2012 California Manual on Uniform Traffic Control Devices.
- D. The plan shall show parking plans denoting employee parking locations and work staging areas.
- E. Describe and show the locations where construction traffic will be entering and exiting public roadways.
- F. The Contractor shall minimize traffic impacts, as follows:
 - 1. To the maximum extent possible, construction activity shall not interfere with vehicular traffic.
 - 2. The Contractor shall comply with Caltrans Specifications Section 7-1.03 Public Convenience, Section 7-1.04 Public Safety and Section 12 Temporary Traffic Control.
 - 3. The Contractor's traffic control plan shall include measures to minimize traffic impacts and ensure public safety where the Contractor's construction traffic will be entering and exiting public roadways.
 - 4. Coordinate interruptions to public traffic with the Engineer and applicable city, county and state transportation agencies.

1.06 MINIMUM LANE REQUIREMENTS

- A. A one-lane, two-direction temporary closure with flaggers will be allowed during working hours only. The closure shall provide a minimum 12 foot lane for traffic.
- B. A minimum of two 12 foot traffic lanes shall be provided during non-working hours.

PART 2 PRODUCTS

2.01 TEMPORARY SIGNS

- A. Materials, design and fabrication of panels for temporary signs shall conform to the requirements of Section 56 of the Caltrans Standard Specifications, the Federal Highway Administration Standard Highway Signs Book, and the California Manual on Uniform Traffic Control Devices.
- B. Temporary sign posts and mounting hardware shall conform to the requirements of Section 56-4.02 of the Caltrans Standard Specifications.

2.02 TYPE K TEMPORARY RAILING

- A. Type K temporary railing shall conform to the requirements of Section 12-3.08 of the Caltrans Standard Specifications.

PART 3 EXECUTION

3.01 TRAFFIC CONTROL

- A. The Contractor shall implement the traffic control plans in conformance with the California Manual on Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control and applicable agency requirements, and in accordance with the provisions and details of all permits issued for the work.
- B. The Contractor shall furnish, install, operate, maintain, and remove when no longer required, all traffic control and protective devices required by the approved traffic plans.
- C. The Contractor shall provide flag persons as required to assist in maintaining traffic flow during construction hours.
- D. Construction equipment and/or materials shall not be stored within the paved road width.
- E. Temporary fixtures, equipment, construction materials or other fixed objects located within 15 feet horizontally of the edge of traveled way shall be separated from adjacent traffic by existing railings, Type K temporary railing, or other equivalent approved crash protection system. The edge of traveled way shall be defined as the painted shoulder stripe, but not less than 15 feet from the centerline of the roadway.

- F. Construction parking shall be configured to minimize interferences with local traffic. Potential parking and equipment storage areas may be on-site, on adjacent lots (requires proof of lot owner approval), or staging areas.
- G. Temporary signs shall be installed in conformance with the requirements of Section 56-4.03 of the Caltrans Standard Specifications, except that the drilled-hole breakaway feature will not be required for wood 4x4 posts.
- H. Temporary signs shall be removed from the site as the Contractor's property at completion of the work. Backfill post holes with soil in compacted lifts similar to that specified in Section 56-4.03 of the Standard Specifications for installation.
- I. All graffiti shall be removed from traffic control devices within 24 hours.

3.02 NOTIFICATION OF PUBLIC AGENCIES

- A. The Contractor shall obtain an encroachment permit and pay required fees to the applicable county public works agency prior to implementing any traffic control measures or commencing work within the county right-of-way. Provide documentation to the Engineer of all permits prior to commencing such activities at the affected sites.

3.03 PUBLIC SAFETY/PUBLIC SERVICE

- A. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and abutting property owners, and he shall have under construction, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.
- B. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic.
- C. The Contractor shall maintain all existing pedestrian walkways and crosswalks through the project limits, or provide acceptable temporary pedestrian access through the work zones.

3.04 ACCESS TO ADJACENT PROPERTIES

- A. General: Maintain reasonable access from public roads to adjacent properties during construction. Prior to restricting normal access from public roads to adjacent properties, notify each property owner or responsible person, informing owner of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for the payment of the contract item Temporary Traffic Control shall be by the month.

4.02 PAYMENT

- A. The contract price will be paid for TEMPORARY TRAFFIC CONTROL; which price shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01561

TEMPORARY GATES AND FENCES

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 GENERAL

- A. Temporary gates and fences shall be installed as shown on the plans and wherever it is necessary to operate construction equipment through existing fences.
- B. Temporary fences shall prevent livestock or other animals from straying from or onto adjacent lands.
- C. Gates shall be kept closed except when construction equipment and the Contractor's employees are passing through.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The temporary gates and fences shall be constructed of materials and to standards at least equal to those of the existing fence.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Before cutting the fence, braces and additional posts shall be installed on each side of the opening and the fence anchored as necessary to maintain tension on the wires.
- B. Prior to acceptance of the work, the fence shall be restored as nearly as practicable to its original condition. Deviation from the above requirements will be permitted only where the Contractor furnishes to the Engineer advance written approval from the property owner of a different method of operation.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01570

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section describes the requirements for the conservation and protection of environmental resources at the work site during and as the result of construction activities, except as otherwise specified. State and federal environmental statutes, rules, regulations, and policies have been enacted to protect environmental resources by ensuring that significant environmental impacts of projects are identified and adequate mitigation measures are incorporated into the project. Environmental protection affects several resources areas, including biological resources, hydrology and water quality. Potential impacts may occur through the generation of dust emissions, discharges of pollutants, disturbances to terrestrial and aquatic areas, additional traffic, and degradation of resources. Construction activities shall be in accordance with environmental and regulatory permits issued for the project, and the Contractor may be held responsible for any violations as prescribed by law.
- B. The Department is required by the regulatory agencies to suspend work and recertify the Contractor's employees if there are environmental noncompliance infractions. If the Contractor's actions cause infractions, then the Engineer may suspend work. Contractor's personnel failing or refusing to carry out requirements of this section in the opinion of the Engineer shall be removed from the work site if ordered.
- C. The Contractor shall be responsible for the sequence and control of construction activities, selection and maintenance of equipment, and the conduct of the Contractor's employees at the work site to ensure that specific mitigation measures to reduce or eliminate identified environmental impacts are implemented.
- D. The Contractor shall minimize construction activities causing disturbances to vegetation or wildlife. Construction activities may be restricted in various ways that include, but are not limited to, the environmental protection and/or mitigation measures specified.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.03 ENVIRONMENTAL REFERENCES

- A. Comply with all the terms and conditions of the documents list below.
 - 1. ESA – Federal Endangered Species Act of 1973, as amended.
 - 2. CESA – California Endangered Species Act of 1984.
 - 3. NHPA – National Historic Preservation Act of 1966, as amended (16 U.S.C.470).
 - 4. CFC - California Fire Code, 2013 edition, Chapter 33 Fire Safety During Construction and Demolition.
 - 5. CVC – California Vehicle Code, Section 23114.
 - 6. Clean Water Act Section 402, NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, also known as the State Water Resources Control Board Order No. 2009-0009-DWQ, Construction General Permit (CGP).
 - 7. California Stormwater Quality Association (CASQA) – 2009 Construction BMP Handbook and SWPPP Preparation Manuals.
 - 8. Caltrans Storm Water Quality Handbooks – Construction Site Best Management Practices (BMPs) Manual, 2003 and updated appendix dated September 1, 2004 to include BMP No. WM-8 for Concrete Waste Management.
 - 9. The 2013 California Green Building Standards Code:
 - a. Section 5.408 – Construction Waste Reduction, Disposal and Recycling.
 - b. Chapter 8 – Compliance Forms and Worksheets.

1.04 SUBMITTALS

- A. Develop and submit detailed plans for implementing the permits obtained by the Department and requirements of this section. The plans shall include but not be limited to the following:
 - 1. Name of Contractor's supervisor responsible for implementing the plans.
 - 2. Working drawings and data for implementing the requirements of the plan.

3. Air Quality Control Plan.
 4. Water Quality Control Plan and a Storm Water Pollution Prevention Plan (SWPPP).
 5. Fire Prevention and Control Plan.
 6. Noise Abatement Plan.
 7. Construction Debris Recycling and Diversion Plan.
- B. Submit the above plans including data in accordance with the requirements specified in Section 01330 – Submittals.
- C. Copies of all of the above plans shall be maintained at the work site throughout the construction period.

1.05 BOUNDARIES OF WORK SITE AND LISTED SPECIES

- A. The boundaries of the work site will be designated by the Engineer by flagging and staking or other similar method for showing exact location of work and areas that may be occupied by the Contractor. The Contractor and the Contractor's employees shall not leave the work area, without prior written approval. If the Contractor or the Contractor's employees disturb such flagging, it shall be replaced by the Contractor as directed at no additional expense to the Department.
- B. Surveys: Preconstruction surveys will be conducted within potential habitat for listed species and will designate exclusion zones. To the extent possible, the Department will enact measures to clear the work site of sensitive species and features such as relocation of sensitive species and inventory and removal of cultural resources.
- C. Exclusion Zones: Exclusion zone boundaries will be marked with either large flagged stakes connected by cord, or survey laths or wooden stakes prominently flagged with survey ribbon or fencing. The Contractor and the Contractor's employees shall not encroach into flagged exclusion zones in any manner, whether in vehicles or on foot, without prior written approval.
- D. Adjustments to Right of Way: Within the right of way or temporary construction easement the local work area may be limited in extent to avoid removing or damaging trees.

1.06 DELIVERY, STORAGE, AND HANDLING OF HAZARDOUS MATERIALS

A. Construction Sites and Equipment:

1. The storage, transportation, transfer, containment, and disposal of hazardous materials, such as fuel, oil, and lubricants, have potential to impact water quality and contaminate soil. Fuel, oil and other petroleum products shall be stored only at designated sites. The use of hazardous materials shall be avoided or minimized where possible. Each hazardous material containment container shall be clearly labeled with its identity, handling and safety instructions, and emergency contact. Similar information shall be clearly available and visible in the storage areas. Storage and transfer of such materials shall not be allowed within 100 feet of streams or sites known to contain sensitive biological resources except with the permission of California Department of Fish and Wildlife. Storage or use of hazardous materials in or near wet or dry streams shall be consistent with the Fish and Game Code and other State laws. Safety Data Sheets (SDS) shall be made readily available to the Contractor's employees and other personnel at the work site. The accumulation and temporary storage of hazardous wastes shall not exceed 90 days. Soils contaminated by spills or cleaning wastes shall be contained and shall be removed to an approved disposal site. Disposal of hazardous wastes shall be in compliance with all applicable laws and regulations.
2. Petroleum drippings on equipment have potential to result in water pollution and contaminate soil during construction. Maintain construction equipment to minimize petroleum drippings. Stationary power equipment such as engines, pumps, generators, welders, and air compressors shall be positioned over drip pans. Equipment shall be checked and maintained daily to keep the equipment exteriors clean.
3. Petroleum products shall be stored in nonleaking containers at impervious storage sites from which runoff is not permitted to escape.
4. Personnel stationed at or near these sites shall be trained in emergency response and spill containment techniques. An ample supply of absorbent pads, pillows, socks, booms, and other spill containment materials shall be maintained at the hazardous materials storage sites for use in the event of spills. Contaminated absorbent pads, pillows, socks, booms, and other spill containment materials shall be placed in nonleaking sealed containers until transport to an appropriate disposal facility. The Contractor shall furnish to the Engineer a contact person and telephone number for

a company experienced in emergency response for vacuuming and containing spills of oil or other petroleum products. Contractor shall notify the Engineer immediately of an oil spill.

5. Fuel may be transferred from the storage areas to construction equipment by tanker trucks.
6. Fuel transfer vehicles shall have absorbent pads, pillows, socks, booms or other spill containment materials placed under the fueling operation (between the fuel truck and the equipment being serviced). A trained service attendant shall monitor the filling of equipment and shall stop the fuel flow immediately if any spill occurs. Fuel transfer shall not resume until the problem is resolved to the satisfaction of the Engineer. The service attendant shall be trained in emergency response, fire extinguisher use, and spill containment techniques.
7. No storage or use of hazardous materials or other construction activities in or near streams or wetlands.
8. When transferring oil or other hazardous materials from trucks to storage containers, absorbent pads, pillows, socks, booms or other spill containment material shall be placed under the transfer area.

1.07 ENVIRONMENTAL TRAINING SESSION

- A. Prior to beginning work, the Department will conduct a worker education program for the Contractor and the Contractor's employees (including subcontractors) who will be at the work site during construction activities. The program will be given near the work site. Construction inspectors as well as supervisors and employees of contracting and subcontracting companies are required to attend the course. The program will consist of a briefing session which will be developed by biologists familiar with biological resources at the work site, particularly sensitive species. Cultural resource specialists will conduct a portion of the environmental awareness training.
- B. The training meeting will include but not be limited to the following topics:
 1. Biological resources at the work site, sensitive species, and exclusion zones established for species protection.
 2. All sensitive species habitats and locations will be described, as well as the legal and listed status of sensitive species and potential penalties for taking them.

3. Protocol to follow if sensitive species are encountered shall be identified, including appropriate points of contact such as the Engineer and designated representatives, including construction inspectors and qualified environmental scientists.
4. Work areas and staging areas may be inspected by environmental personnel as needed. Inspections may occur in open trenches, pipes, culverts, or similar materials and equipment stored in designated stockpile areas, on the right of way, or on temporary construction easement. Any wildlife species found may be removed by authorized personnel or will be allowed to escape the work site on their own.
5. Types of archaeological resources that may be encountered and the proper procedures to be enacted in the event of an inadvertent discovery of archaeological resources or human remains.
6. No pets, camping, fishing, firearms, or any other use of the work site area will be allowed. With the exception of security personnel, Contractor's (including subcontractors) employees shall not be allowed at the work site during nonworking hours.
7. Food-related trash, such as wrappers, cans, bottles and scraps, shall be placed in closed containers and removed daily from the work sites. Trash or garbage shall be removed to a county approved disposal site at least weekly by the Contractor. The work sites shall be policed daily by Contractor's personnel and monitored by inspectors or environmental personnel.
8. Vehicles and equipment use shall be restricted to existing roads to the maximum extent possible. No off-road driving or parking shall be allowed in areas not previously approved by the Department.
9. Construction-related vehicles shall not exceed 20 miles per hour (mph) on straight and level roads, with a 10 mph speed limit in areas of steepness or with curves.
10. Follow-up meetings may be required to present additional topics pertaining to the above subjects as they occur or are brought to the attention of the Engineer or the Contractor during construction.

1.08 BIOLOGICAL RESOURCES (PLANTS AND ANIMALS)

- A. The construction activities have potential for affecting the biological resources by physical destruction, disturbance, and displacement.

- B. A Department-approved biological monitor will be made available if necessary to rescue and/or relocate State and federally listed species encountered during construction activities.
- C. Wildlife will be given an opportunity to escape during construction activities, or a biological monitor will rescue and relocate wildlife if needed.
- D. Every attempt will be made by the Contractor and the Contractor's employees (including subcontractors) to avoid harming wildlife within the construction site.
- E. In the event wildlife is harmed or killed a Department-approved biological monitor will be informed of the incident and will be allowed to collect the specimen and all pertinent information associated with the incident.
- F. If the specimen is a State or federally listed species the appropriate agency will be informed.

1.09 CULTURAL RESOURCES

- A. Cultural monitor and/or a tribal monitor will be present during work in identified cultural sensitive areas, during the excavation and installation of culverts, and the excavation of uphill slopes in areas needing significant widening. Monitors need to have periodic safe access to the work areas.
- B. The construction activities have potential for affecting cultural resources such as historically significant resources, local land uses, commercial establishments, or the activities of local landowners, residents, or recreationalists.
- C. Reduce potential adverse impacts to cultural resources that may be associated with construction by implementing the preservation of culturally significant resources in accordance with the National Historic Preservation Act of 1966, (16 U.S.C.470).
- D. If any potential paleontological, archaeological or historic sites are uncovered, the Engineer will be notified prior to proceeding with the work affected. If necessary the Engineer will suspend work as specified in Document 00705 – Prosecution of Work, Paragraph 7, Suspension of Work. The Engineer will provide for an initial field evaluation of the site within seventy-two (72) hours after receiving notification of Contractor's discovery.

- E. If human remains are exposed, all construction activities shall be halted in the immediate vicinity until the County Coroner has assessed the remains.

1.10 AIR QUALITY CONTROL PLAN

- A. The construction activities have potential for resulting in localized, fugitive dust and combustion emissions from construction equipment, and trucks for hauling. Excessive emissions from equipment used for construction, transportation of personnel and materials to the work site, portable pumps and generators, etc., have potential to increase atmospheric greenhouse gases (GHG) and adversely affect climate change.
- B. Reduce these effects by submitting and implementing an Air Quality Control Plan. Generally evaluate project characteristics to determine if specific equipment, procedures, or material requirements are feasible and efficacious for reducing GHG emissions from the project. Also, the following components shall be included in the plan.
- C. Fugitive dust shall be minimized by watering, applying chemical suppressant, or implementing other dust control measures as approved. Increased application of control measures shall be required whenever conditions cause fugitive dust. The Contractor shall control fugitive dust by:
 - 1. Minimizing areas cleared to facilitate dismantling and removal, such as storage areas, staging areas, stockpile areas and vehicle parking.
 - 2. Limiting construction vehicle speeds on dirt roads to no greater than 15 mph.
 - 3. Covering haul vehicles or complying with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
 - 4. Installing track out plates or other similar methods where vehicles exit the construction site onto paved roads.
- D. The Contractor shall control other air pollutant emissions by:
 - 1. Evaluate project characteristics, including location, project work flow, site conditions, and equipment performance requirements, to determine whether specifications of the use of equipment with repowered engines, electric drive trains, or other high-efficiency technologies are appropriate and feasible for the project or specific elements of the project.

2. Prohibiting trucks and construction vehicles from idling in excess of five minutes when not in use.
3. Maintain all construction equipment in proper working condition and perform all preventative maintenance. Required maintenance includes compliance with all manufacturer's recommendations, proper upkeep and replacement of filters and mufflers, and maintenance of all engine and emissions systems in proper operating condition. Maintenance schedules shall be detailed in an Air Quality Control Plan prior to commencement of construction.
4. Implement a tire-inflation program on the work site to ensure that equipment tires are correctly inflated. Check tire inflation when equipment arrives on-site and every two weeks for equipment that remains on-site. Check vehicles used for hauling materials off-site weekly for correct tire inflation. Procedures for the tire-inflation program shall be documented in an Air Quality Management Plan prior to commencement of construction.
5. When materials are handled, loaded, unloaded, or transported on the work site, the work shall be performed by equipment using on-road rated engines to the extent feasible. On-road rated engines shall be equipped with the most recent engine pollution control equipment required by the California Air Resources Board (CARB).
6. Schedule material transportation over public roadways during off-peak hours when possible. Off-peak hours shall be evaluated for each location and for the roadways intended for use. Such evaluation shall be included in the Traffic Control Plan.
7. Limit deliveries of materials and equipment to off-peak traffic congestion hours to the extent feasible.
8. For deliveries to project sites where the haul distance exceeds 100 miles and a heavy-duty Class 7 or Class 8 semi-truck or 53-foot or longer box type trailer is used for hauling, a SmartWay certified truck will be used to the maximum extent feasible.
9. Develop a project-specific ride-share program to encourage carpools, shuttle vans, transit passes and/or secure bicycle parking for construction worker commutes.
10. Ensure that all feasible avenues have been explored for providing an electrical service drop to the construction site for temporary construction power. When generators must be used, use alternative fuels, such as propane or solar, to power generators to the maximum extent feasible.

11. Reduce electricity use in temporary construction offices by using high-efficiency lighting and requiring that heating and cooling units be Energy Star compliant. Require that all contractors develop and implement procedures for turning off computers, lights, air conditioners, heaters, and other equipment each day at close of business when possible.
 12. Using only coatings and solvents in the proposed project that are consistent with Air Quality Management District rules and all other applicable laws and regulations.
- E. Fugitive dust may contain naturally occurring asbestos. The Contractor shall control fugitive dust by:
1. Minimizing areas cleared to facilitate construction, such as storage areas, staging areas, stockpile areas, and vehicle parking.
 2. Covering spoil piles when necessary.
 3. Constructing roadways, driveways, sidewalks, building pads, and other graded surfaces.
 4. Chipping cleared vegetation and covering exposed areas as work is completed.
 5. Minimizing the amount of construction equipment operating during any given time period. This includes scheduling of construction truck trips to reduce peak emission, limit the length of the construction workday, and phasing of construction activities.
 6. Covering haul trucks traveling onto or off the work site. Haul trucks traveling on the work site shall be covered as necessary to prevent dust from leaving the work site.
 7. Complying with CCR Title 17, Section 93105: Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations.
 8. The Contractor shall acquire and comply with any permit required by the California Air Resources Board, Butte County Air Pollution Control District, Butte County Department of Public Health.
- 1.11 WATER QUALITY CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
- A. The construction activities have potential for resulting in localized, short-term impacts to water quality due to fuel or oil leaks or spills at fuel or oil transfer areas, erosion and runoff.

- B. The Contractor shall prepare a general Water Quality Control Plan and Stormwater Pollution Prevention Plan indicating intent to follow all provisions for water quality protection of the Clean Water Act Section 402. Some, but not all, of the provisions in these permits are:
1. Settleable solids, oils, grease, concrete wash water, excess concrete and grout shall be contained to prevent their release into the environment. Flocculants may be used on solids that do not readily settle, as long as they do not degrade water quality.
 2. Use Best Management Practices (BMPs) for on-site erosion control and sediment capture during construction. BMPs described by Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices Manual dated March 2003 are generally acceptable to the Department.
 3. Minimize erosion during stormy weather at the work site by using BMPs.
 4. Use BMPs for post construction erosion control, such as seeding.
 5. Areas of disturbance with slopes toward a stream or drainage shall be stabilized to reduce erosion potential.
 6. Exposed areas shall be stabilized with temporary mulching or other methods during and after land disturbance activities to control erosion.
 7. All waste water or wash water, including water generated during hydrostatic pipeline testing, drilling, and grouting operations, shall be clean before discharging into the environment.
 8. Spoil and spoil piles shall be graded to minimize water induced erosion from the piles and adjacent native soil material.
- C. Concrete washout locations shall be approved by the Engineer prior to its use. The concrete washout area must be constructed and maintained in accordance with procedures described in the Caltrans Construction Site Best Management Practices Manual (March 2003), BMP No. WM-8 for Concrete Waste Management, as updated September 1, 2004. Variations from the above guidance must be approved by the Engineer in writing. Additionally:
1. The concrete washout must be covered prior to a forecasted rain event.

2. The concrete washout shall be cleared out when the wash water is within 6 inches of the rim. Liquid and solid waste will be disposed of off-site.
 3. The Contractor shall clear out the concrete washout a minimum of two days after completion of construction concrete work and grade the area its original contours.
 4. The environmentally acceptable disposal of grout production waste, wasted grout, and grout water will be similar to the disposal of concrete waste and concrete washout. Both concrete and grout waste, solids and liquids, are not suitable for disposal on site.
- D. The Department will designate a Legally Responsible Person and file a Notice of Intent as required by the State Water Resource Control Board's (SWRCB) Construction General Permit (CGP). The Contractor shall also comply the CGP with as follows:
1. Submit a Storm Water Pollution Prevention Plan (SWPPP) prepared by a SWRCB-certified Qualified SWPPP Developer (QSD), in accordance with requirements of the CGP, as necessary to contain construction activity pollutants such as wastes, erosion, and sediments. This submittal must be approved by the Department prior to the start of construction. SWPPPs developed in accordance with the most recent CASQA Construction BMP Handbook or Caltrans Storm Water Quality Handbooks are generally acceptable and shall include provisions for implementing BMPs to contain and minimize construction activity storm water pollutants.
 2. Provide the services of a SWRCB-certified Qualified SWPPP Practitioner (QSP), in accordance with requirements of the CGP, to make recommendations for implementation of BMPs, perform monitoring and water quality sampling, and prepare reports as required by the SWPPP and CGP. The QSP shall submit copies of all recommendations, sampling results, and reports to designated Department personnel.
 3. In the event of a dispute between Contractor's QSD or QSP and Department personnel regarding SWPPP content or requirements for BMP implementation during construction, Contractor shall defer to the opinion of a SWRCB-certified QSD or QSP designated by the Department.
- E. The Contractor will provide the Engineer with six printed copies of the approved SWPPP.

1.12 FIRE PREVENTION AND CONTROL PLAN

- A. An emergency fire plan complying with all sections of the California Fire Code (CFC) Chapter 33 and acceptable to the Engineer. The fire plan shall include preventative measures, emergency procedures to be followed, current emergency telephone numbers, and an area map. The following components, if applicable, shall be included in the plan, and if not applicable the Contractor shall explain in the plan why that component or a portion thereof is not included in the plan:
1. Procedures and policies for preventing fires from occurring on site during construction, alteration or demolition of any structures, including underground locations.
 2. Procedures and policies for controlling any fires that are on the work site, access for firefighting and other related fire prevention and control procedures developed in consultation with resource agencies and fire protection agencies.
 3. No fires will be allowed at the work site. Smoking will be allowed only in areas designated for smoking which shall be cleared of vegetation or in enclosed vehicles. Cigarette butts are to be disposed of in car ashtrays or other approved disposal containers and dumped daily in a proper receptacle off the work site.
 4. Combustible debris, rubbish, and waste material shall be removed from buildings at the end of each work shift and shall not be disposed of by burning. Materials susceptible to spontaneous ignition shall be stored in a listed disposal container.
 5. The Contractor shall be responsible for maintaining appropriate fire suppression equipment at the work site including an all-wheel drive water truck or fire truck with a water tank of at least 3,000 gallon capacity. The truck's water tank shall be maintained full and shall not be used as a source of construction water without prior written approval by the Engineer. Fire extinguishers, shovels and other firefighting equipment shall be available at work sites and on construction equipment. Each vehicle on the right of way shall be equipped with a minimum 20-pound (or two 10-pound) fire extinguisher(s) and a minimum of 5 gallons of water in a firefighting apparatus (e.g., bladder bag).
 6. At the work site, a sealed fire toolbox shall be located at a point accessible in the event of fire. This fire toolbox shall contain: one back-pack pump-type extinguisher filled with water, two axes, two McLeod fire tools, and four shovels.

7. Gasoline powered construction equipment with catalytic converters shall be equipped with shielding or other acceptable fire prevention features. Internal combustion engines shall be equipped with spark arrestors. Motorized construction equipment shall be located such that the exhausts do not discharge against combustible materials, exhausts piped to outside of building, equipment is fueled while in non-operation and fuel is stored in an approved area outside of the building.
8. Welding sites shall include fire prevention provisions.
9. Address flammable and combustible liquids or gases per CFC, Chapter 33.
10. The Contractor shall maintain contact with local firefighting agencies throughout the fire season for update on fire conditions, and such fire conditions shall be communicated to the Contractor's employees and the Engineer daily.
11. Vehicles are restricted to the work site unless otherwise allowed for fire control procedures.
12. Disturbance to the terrestrial or aquatic environment through the use of heavy construction equipment shall be kept to a minimum. If a fire should start, the appropriate fire protection agencies responsible shall be contacted immediately. Hand crews, firefighting water trucks or other fire control measures may be used as a first defense. Only as required, heavy construction equipment shall be utilized to contain the fire or protect a structure from damage.

1.13 NOISE ABATEMENT

- A. Construction activities have the potential for resulting in localized, short-term noise impacts from construction equipment. The Contractor shall implement measures to minimize noise and vibration impacts. These measures include, but are not limited to:
 1. Performing preventive maintenance on equipment and devices to control, prevent and minimize noise.
 2. All equipment, fixed or mobile, shall be equipped with properly operating and maintained exhaust and intake mufflers, consistent with manufacturers' standards.
 3. Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with

compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used. External jackets on the tools themselves shall be used where feasible.

4. Quieter procedures, such as use of drills rather than impact tools, shall be used whenever feasible.

1.14 CONSTRUCTION WASTE MANAGEMENT

A. Waste Management Objective for the Project:

The Department has established that this Project shall minimize the generation of construction and demolition waste at the site. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused or recycled. Waste disposal in landfills shall be minimized. Recycle and/or salvage for reuse a minimum of 50 percent of the nonhazardous construction and demolition waste in accordance with Paragraphs 1.14 B and 1.14 C.

B. Diversion from Landfill: Waste categories appropriate for diversion from landfill shall include, but not be limited to, the following:

1. Soil and land clearing debris.
2. Wood: Clean dimensional wood, palette wood.
3. Sheet Wood: Plywood, OSB and particle board.
4. Concrete.
5. Concrete Masonry Units (CMU).
6. Asphalt concrete.
7. Paper:
 - a. Bond.
 - b. Newsprint.
 - c. Cardboard and paper packaging materials.
8. Cement Fiber Products: Panels and siding.
9. Metals:
 - a. Ferrous.
 - b. Non-ferrous.
10. Paint.
11. Rigid foam.

12. Glass.
 13. Plastics.
 14. Carpet and pad.
 15. Beverage containers.
 16. Insulation.
 17. Gypsum board.
 18. Porcelain plumbing fixtures.
 19. Light tubes (per Department of Toxic Substances Control regulations).
- C. Submit a Construction Waste Management Plan with the following features:
1. A Construction Waste Estimate containing the following information:
 - a. An estimate of total job site waste to be generated with material types and quantities.
 - b. An estimate of percentages of waste categories to be sent to the landfill, to be reused, or to be recycled.
 2. A determination if construction and demolition waste materials will be sorted on site or bulk mixed.
 3. Identify diversion facilities where construction and demolition waste material collected will be taken.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SECTION 01580

SIGNAGE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers contract items Project Information Sign, **** Access Restriction Sign, Temporary Railing Type-K, and Barricade.
1. Project information signs include the construction, painting, installation, and maintenance of a wooden signboard.
 2. ****
 3. Access restriction signs include the construction, painting, installation, and maintenance of wooden signboards.
 4. Barricade includes furnishing and placing barricades as shown.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
1. Section 03300 – Cast-in-Place Concrete.
- B. ****

1.03 REFERENCES

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00702 – Interpretation of the Contract, Paragraph 2:
1. American Society for Testing and Materials (ASTM):
 - a. ASTM A 36 – Standard Specification for Carbon Structural Steel.
 - b. ASTM A 123 – Standard Specification for Zinc (Hot Dip Galvanized) Coating on Iron and Steel Products.
 - c. ASTM A 153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

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SECTION 01580

SIGNAGE

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section covers contract items Project Information Sign, Restricted Area Sign, Access Restriction Sign, and Barricade.
1. Project information signs include the construction, painting, installation, and maintenance of a wooden signboard.
 2. Restricted area signs include the construction, painting, installation, and maintenance of wooden signboards.
 3. Access restriction signs include the construction, painting, installation, and maintenance of wooden signboards.
 4. Barricade includes furnishing and placing barricades as shown.

1.02 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section. This section may require direct correlation with the following sections of the contract:
1. Section 03300 – Cast-in-Place Concrete.
- B. California Department of Transportation (Caltrans) Specifications, 2015 version:
1. Section 12 – Temporary Traffic Control.

1.03 REFERENCES

- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00702 – Interpretation of the Contract, Paragraph 2:
1. American Society for Testing and Materials (ASTM):
 - a. ASTM A 36 – Standard Specification for Carbon Structural Steel.
 - b. ASTM A 123 – Standard Specification for Zinc (Hot Dip Galvanized) Coating on Iron and Steel Products.
 - c. ASTM A 153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

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SECTION 01580

SIGNAGE

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 3. Access restriction signs include the construction, painting, installation, and maintenance of wooden signboards.
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- A. The following publications form a part of this specification to the extent referenced. Application of these publications shall conform to Document 00702 – Interpretation of the Contract, Paragraph 2:
1. American Society for Testing and Materials (ASTM):
 - a. ASTM A 36 – Standard Specification for Carbon Structural Steel.
 - b. ASTM A 123 – Standard Specification for Zinc (Hot Dip Galvanized) Coating on Iron and Steel Products.
 - c. ASTM A 153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

SUPERSEDED

- d. ASTM D 4956 – Standard Specification for Retroreflective Sheeting for traffic Control.
- 2. Federal Specifications:
 - a. A-A-3058 – Paint, Interior, Fire Retardant.
 - b. TT-B-846 – Butyl Alcohol, Normal (Butanol) (For Use in Organic Coatings).
 - c. TT-E-489 – Enamel, Alkyd, Gloss, Low Voc Content.
- 3. Military Specifications:
 - a. MIL-C-15328A – Primer (Wash), Pretreatment (Formula No. 117 for Metals) (Metric).
- 4. National Design Specification for Wood Construction.
- 5. American Plywood Association:
 - a. PRP – 108.

1.04 SUBMITTALS

- A. Submit the following:
 - 1. Shop drawings.
 - 2. Scaled drawing at 1"=1'-0" with correct layout and lettering style, lettering size, and color. Make sign and lettering to scale, clearly indicating condensed lettering, if used.
 - 3. Sample chips for each sign color as indicated and shown on drawings.
 - 4. Appendix VI, Instructions to Sign Maker.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete:
 - 1. Concrete shall be of commercial quality and shall contain not less than 400 pounds of cement per cubic yard.

SUPERSEDED

- d. ASTM D 4956 – Standard Specification for Retroreflective Sheeting for traffic Control.
2. Federal Specifications:
 - a. A-A-3058 – Paint, Interior, Fire Retardant.
 - b. TT-B-846 – Butyl Alcohol, Normal (Butanol) (For Use in Organic Coatings).
 - c. TT-E-489 – Enamel, Alkyd, Gloss, Low Voc Content.
3. Military Specifications:
 - a. MIL-C-15328A – Primer (Wash), Pretreatment (Formula No. 117 for Metals) (Metric).
4. National Design Specification for Wood Construction.
5. American Plywood Association:
 - a. PRP – 108.
6. California Department of Transportation (Caltrans) Specifications, 2015 version:
 - a. Section 12 – Temporary Traffic Control.

1.04 SUBMITTALS

- A. Submit the following:
 2. Shop drawings.
 3. Scaled drawing at 1"=1'-0" with correct layout and lettering style, lettering size, and color. Make sign and lettering to scale, clearly indicating condensed lettering, if used.
 4. Sample chips for each sign color as indicated and shown on drawings.
 5. Appendix VI, Instructions to Sign Maker.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete:
 2. Concrete shall be of commercial quality and shall contain not less than 400 pounds of cement per cubic yard.

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B. Metalwork:

1. Structural shapes shall conform to the requirements of ASTM A 36.
2. Bolts, lag screws, and other fastenings shall be galvanized. Galvanizing shall conform to the requirements of ASTM A 123, Coating Class 1.25 Commercial. Metalwork and fastenings shall be galvanized after fabrication.

C. Wood and Wood Products:

1. Wood and wood products shall be Douglas fir and shall be of clean, kiln dried, bright, and stock. Lumber grades are those used by the National Design Specification for Wood Construction and American Plywood Association (APA). No wood to receive glue shall contain more than 12-percent moisture at the time of fabrication.
2. Framing members shall be "Construction" grade or better in design strength and shall be dressed four sides to standard sizes.
3. Plywood shall be Exterior-type Medium Density Overlaid, designated EXT-APA. Adhesive for the fabrication of the signboard shall be a resorcinol-phenol-formaldehyde, waterproof cold setting type.

D. Primer:

1. Primer for wood and metal shall conform to the requirements of Federal Specification A-A-3058.
2. Vinyl type wash coat shall conform to the requirements of Military Specification MIL-C-15328A.
3. Thinner shall conform to the requirements of Federal Specification TT-B-846.
4. Paint shall conform to Machinery Enamel Federal Specification TT-E-489, Class A.

E. Temporary Railing Type-K:

1. Temporary railing Type-K shall conform to the requirements of Caltrans Section 12-3.20.

PART 3 EXECUTION

3.01 GENERAL

A. Signs:

1. The Contractor shall maintain the signs in a clean and undamaged condition during the entire construction period. The signboards shall be covered with plexiglass. Signs damaged by vandalism,

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B. Metalwork:

1. Structural shapes shall conform to the requirements of ASTM A 36.
2. Bolts, lag screws, and other fastenings shall be galvanized. Galvanizing shall conform to the requirements of ASTM A 123, Coating Class 1.25 Commercial. Metalwork and fastenings shall be galvanized after fabrication.

C. Wood and Wood Products:

1. Wood and wood products shall be Douglas fir and shall be of clean, kiln dried, bright, and stock. Lumber grades are those used by the National Design Specification for Wood Construction and American Plywood Association (APA). No wood to receive glue shall contain more than 12-percent moisture at the time of fabrication.
2. Framing members shall be "Construction" grade or better in design strength and shall be dressed four sides to standard sizes.
3. Plywood shall be Exterior-type Medium Density Overlaid, designated EXT-APA. Adhesive for the fabrication of the signboard shall be a resorcinol-phenol-formaldehyde, waterproof cold setting type.

D. Primer:

1. Primer for wood and metal shall conform to the requirements of Federal Specification A-A-3058.
2. Vinyl type wash coat shall conform to the requirements of Military Specification MIL-C-15328A.
3. Thinner shall conform to the requirements of Federal Specification TT-B-846.
4. Paint shall conform to Machinery Enamel Federal Specification TT-E-489, Class A.

PART 3 EXECUTION

3.01 GENERAL

A. Signs:

1. The Contractor shall maintain the signs in a clean and undamaged condition during the entire construction period. The signboards shall be covered with plexiglass. Signs damaged by vandalism,

SUPERSEDED

including graffiti, shall be restored to their original condition within seven (7) days.

2. Signs shall remain the property of the Contractor. They shall be removed from the project site at the conclusion of the contract period.

3.02 FABRICATION OF SIGNS

- A. The sign panels shall be fabricated in a dry, closed area with temperature above 60 degrees F.
- B. The signs shall be of plywood, glued and nailed to each side of wood framing members to form a "stressed-skin" structural panel. The panels shall be secured to wooden posts, set in concrete, and braced as shown.
- C. Framing members shall be positioned and secured in a common plane before and during the application of the plywood sheets. All contact surfaces of framing members shall first be spread with adhesive to provide a film of adhesive between all contact surfaces between the framing and the plywood.
- D. The plywood sheets shall be well fitted and nailed in place to provide "stressed-skin" construction. All nails shall be set for puttying. Fabricated panels shall not be subjected to any bending stresses before the adhesive has set.

3.03 PAINTING OF SIGNS

- A. Metal surfaces shall first be treated with vinyl wash primer metal pretreatment. Exposed wood and metal surfaces shall receive a coat of primer and two coats of machinery enamel of color selected by the Department. The paint shall be applied uniformly without sags, runs or other defects. Each coat shall be thoroughly dry before the succeeding coat is applied. Painting shall not be done in inclement weather.
- B. Lettering of the type and size shown shall be painted using machinery enamel of colors selected.
- C. An emblem decal, to be furnished by the Department, shall be installed to the surface of the sign after painting has been completed.

3.04 FIELD ERECTION OF SIGNS

- A. The Contractor shall construct and erect signs at the locations shown or as designated by the Engineer. The signs shall be erected and completed within 30 days of the date of notice to begin work.

- B. Posts shall be set accurately and braced in vertical position in prepared holes and embedded in concrete as shown. Concrete shall be sloped to drain away from the embedded post and troweled to a smooth hard finish.
- C. The sign panel members shall be installed level and plumb and shall be bolted securely to the supporting members. Steel washers shall be used under all bolt heads and nuts bearing on wood surfaces. All field joints in panel members shall be glued and nailed as specified for the fabrication of the panels.
- D. After erecting the sign panel, the top and end surfaces shall be covered with a sheet metal cap, fitted and nailed in place using annular grooved nails. The cap shall be formed with edges folded and flanged inward 1/2 inch.

3.05 FABRICATION OF BARRICADES

- A. Steel and plywood Type III barricade shall be used as shown.
- B. Reflective sheeting shall comply with ASTM D 4956.

3.06 INSTALLATION OF TEMPORARY RAILING TYPE-K

- A. The Contractor shall construct temporary railing as shown and where directed by Engineer.
- B. Railing shall be kept in place during project duration and removed by Contractor upon project completion.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract items Project Information Sign, Access Restriction Sign, **** and Barricade will be by the number of each type placed in the work.
- B. Measurement for payment for the contract item Temporary Railing Type-K will be by the lineal foot and will be the number of linear feet installed for project duration and removed at project completion.

4.02 PAYMENT

- A. The contract prices will be paid for PROJECT INFORMATION SIGN; **** ACCESS RESTRICTION SIGN; **** BARRICADE; and TEMPORARY RAILING TYPE-K; which prices shall include full compensation for all costs incurred under this section.

END OF SECTION

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- B. Posts shall be set accurately and braced in vertical position in prepared holes and embedded in concrete as shown. Concrete shall be sloped to drain away from the embedded post and troweled to a smooth hard finish.
- C. The sign panel members shall be installed level and plumb and shall be bolted securely to the supporting members. Steel washers shall be used under all bolt heads and nuts bearing on wood surfaces. All field joints in panel members shall be glued and nailed as specified for the fabrication of the panels.
- D. After erecting the sign panel, the top and end surfaces shall be covered with a sheet metal cap, fitted and nailed in place using annular grooved nails. The cap shall be formed with edges folded and flanged inward 1/2 inch.

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- A. Steel and plywood Type III barricade shall be used as shown.
- B. Reflective sheeting shall comply with ASTM D 4956.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Measurement for payment for the contract items Project Information Sign, Access Restriction Sign, Restricted Area Sign, and Barricade will be by the number of each type placed in the work.

4.02 PAYMENT

- A. The contract prices will be paid for PROJECT INFORMATION SIGN; RESTRICTED AREA SIGN; ACCESS RESTRICTION SIGN; and BARRICADE; which prices shall include full compensation for all costs incurred under this section.

END OF SECTION

SUPERSEDED

SECTION 01720

CONSTRUCTION LAYOUT (SURVEYS)

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Supplementary General Conditions, General Conditions, other Division 1 sections, and Drawings apply to this section.

1.02 SURVEYS

- A. The Contractor shall perform surveys required for measurement of quantities for payment.
- B. The Engineer will perform surveys required to verify Contractor's quantities for payment.
- C. Horizontal and vertical control monuments suitable for the project work site are provided in [REDACTED]
- D. The Contractor shall perform surveys required for proper layout and performance of the work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 RECORDS

- A. The Contractor shall record surveys, and copies of such records shall be furnished to the Engineer as directed.
- B. Verification surveys shall be completed at 100-foot maximum intervals and at all significant breaks in lines and grades. Pre- and post-construction surveys shall be provided, tied to each other, and to the project control. Contractor shall provide CAD, Digital Terrain Model (DTM), Portable Document Format (PDF), and hard copy printouts of all surveys used for verification of quantities. Surveys shall be stamped and signed by a Professional Land Surveyor or Engineer meeting the requirements of Paragraph 3.02.A. PDF and Hardcopy submittals shall be at appropriate scale such that information is legible.

3.02 EQUIPMENT AND PERSONNEL

- A. The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required, and in proper condition and adjustment at all times. Surveys shall be performed under the direct supervision of either California State licensed Professional Land Surveyor or registered Professional Engineer authorized to perform survey work. The Contractor shall furnish verification of registration to the Engineer five days prior to beginning survey work.

3.03 USE OF SURVEYS BY ENGINEER

- A. The Engineer may at any time use line and grade points and markers established by the Contractor.

3.04 CHECKING BY ENGINEER

- A. The Contractor's surveys are a part of the work and may be checked by the Engineer.
- B. The Contractor shall correct lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and resultant defects in the work.

3.05 SURVEY MARKS

- A. The Engineer's survey marks shall be preserved by the Contractor. Contractor shall replace Engineer's survey marks which become disturbed by the Contractor's activities at no additional expense to the Department.
- B. The Contractor's survey marks shall be preserved by the Contractor unless authorized to remove them.

PART 4 PAYMENT

4.01 PAYMENT

- A. The contract prices shall include full compensation for all costs incurred under this section.

END OF SECTION