SPECIFICATIONS

FIVE POINTS WATER SYSTEM IMPROVEMENTS

CSA 49 PILOT HOLE TESTING

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

BUDGET / ACCOUNT: 9172 / 8400



Department of Public Works and Planning

CONTRACT NUMBER 18-12-C

TABLE OF CONTENTS

COVER SHEET

BOARD ADOPTION AND ACKNOWLEDGMENT

Engineer's Signature

NOTICE TO BIDDERS

SPECIAL PROVISIONS

FEDERAL REQUIREMENTS

EPA Guidance Memorandum: Implementation of American Iron and Steel Provisions Davis-Bacon Requirements Federal Wage Decision

PROJECT DETAILS / DRAWINGS

Site Map Pilot Hole Drilling Detail Well Permit (example) & related special sealing requirements No Trespassing Sign Detail Drinking Water State Revolving Fund Project Signage Requirements Self-Dealing Transactions Disclosure Form Contractor Request for Clarification Caltrans Revised Standard Specifications (dated 9-02-2016)

BID BOOK

Bidder's Declaration Bid Form Abbreviations Used Signature Page Noncollusion Affidavit Public Contract Code Subcontractor List Certifications DBE Forms Guaranty Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise (DBE) Requirements

AGREEMENT

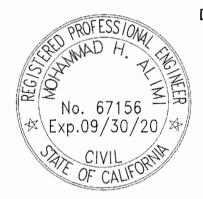
PROJECT: FIVE POINTS WATER SYSTEM IMPROVEMENTS

CONTRACT NUMBER: 18-12-C

Nathan Magsig, Chairman Ernest Buddy Mendes, Vice Chairman Brian Pacheco Vacant Sal Quintero 5th District 4th District 1st District 2nd District 3rd District

Jean Rousseau, County Administrative Officer

Steven E. White, Director Department of Public Works and Planning



Date Signed: 3/4/19

Design Engineer:

eer: ______

Mohammad Alimi, PE C67156 Lic. Expiration: 09/30/20

FRESNO COUNTY Department of Public Works and Planning m/a 2220 Tulare Street, Suite 720 Fresno, CA 93721-2106

COUNTY OF FRESNO

STATE OF CALIFORNIA

NOTICE TO BIDDERS

Sealed proposals will be received at the Fresno County Department of Public Works and Planning (Department), Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

2:00 P.M., (1400 hours and 00 seconds) Thursday, April 11, 2019

at which time the bidding will be closed. Promptly following the closing of the bidding all timely submitted bids will be publicly opened and read at the Department in said building, for construction in accordance with the project specifications therefor, to which special reference is made as follows:

FIVE POINTS WATER SYSTEM IMPROVEMENTS

CSA 49 PILOT HOLE TESTING

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

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The work to be done consists, in general, of drilling one (1) pilot hole in Five Points (CSA 49), including conducting zone sampling and water quality testing once the pilot hole has been constructed. Once sampled and tested, the pilot hole shall be destroyed.

A pre-bid conference will be held at <u>9:00 a.m., on March 8, 2019</u>. A discussion of the project will be held and the project sites will be open for examination. Contractors should meet at the CSA 49 water facilities located at the northwest corner of Westside Elementary School, west of the intersection of West Excelsior Ave. and State Route 145/Fresno Coalinga Rd. Attendance at the pre-bid is not mandatory; however, the scheduled pre-bid will be the only opportunity for prospective bidders to visit the site in the presence of County staff, and requests for individual site visits with County staff will not be granted.

Funding for this project has been provided in full or in part by the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (SWRCB). The contents of this document do not necessarily reflect the views and policies of the USEPA or the SWRCB, nor does the USEPA or the SWRCB endorse trade names or recommend the use of commercial products mentioned in this document.

Bidders are advised that their Good Faith Effort implementation, as described pursuant to the *Guidelines for Meeting the California State Revolving Fund (CASRF) Programs Disadvantaged Business Enterprise (DBE) Requirements* (Proposal 17 of the Bid Book), will be evaluated to determine bidder responsiveness, regardless of whether fair share objectives have been met. Meeting or exceeding the objectives will not be considered evidence of adequate Good Faith Efforts. Emphasis is placed on the need for contractors to post solicitations for bids or proposals for a minimum of 30 calendar days before the

bid opening date. Failure to comply with the Good Faith Efforts requirements will be considered non-responsive.

The County of Fresno affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders are advised that Disadvantaged Business Enterprise (DBE) requirements are included in Section 2, "Bidding," under subsection 2-1.12 "Disadvantaged Business Enterprises (DBEs)".

This project is subject to the "American Iron and Steel" provisions of the Consolidated Appropriations Act Of 2014. Unless a predominantly iron or steel product qualifies for an exemption, as listed by the United States Environmental Protection Agency, all manufactured iron and steel products must be certified as produced within the United States.

Planholder and exchange/publication names may be obtained from the Fresno County website at <u>http://www.co.fresno.ca.us/planholders</u>.

Electronic copies, in ".pdf" file format, of the official project plans and specifications, and such additional supplemental project information as may be provided, are available to view, download, and print at <u>http://www.co.fresno.ca.us/planholders</u>.

Bid books, which contain bid proposal sheets necessary to submit a bid, may be obtained at no charge by sending a request to <u>DesignServices@co.fresno.ca.us</u>. Upon receipt of the request, a bid book will be mailed to the requestor via First Class United States Mail and the requestor will then be listed as a planholder for the project.

Project plans and specifications will not be sold to prospective bidders in hardcopy format except upon special written request to DesignServices@co.fresno.ca.us. A payment to the Department in the amount of \$20 will be required for each set of plans and \$20 for each set of specifications.

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the "CONTRACTOR REQUEST FOR CLARIFICATION" form provided in the "Project Details" section of these project specifications. Fax questions to (559) 455-4609; e-mail to <u>DesignServices@co.fresno.ca.us</u> or mail to:

> County of Fresno Department of Public Works and Planning 2220 Tulare Street, Sixth Floor Fresno, Ca. 93721-2104

Any changes to, or clarification of, the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations given to this project are not binding.

Bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. Bid security shall be made in favor of the County of Fresno.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class C-57 (Well Drilling Contractor)**, is required for this project.

Special attention is directed to the licensure and experience requirements listed in Part 1.5 of Section 33 21 01 of these Special Provisions. Any bidder who fails to demonstrate the appropriate minimum level of experience within 5 business days of the bid opening will be deemed non-responsive.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno CA 93721-2104 and available the California Department of Industrial Relations' web from Internet site at http://www.dir.ca.gov/DLSR/PWD. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number CA190018**, **Dated 2/22/19**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <u>http://www.wdol.gov/wdol/scafiles/davisbacon/CA18.dvb</u>. Said Federal wage rates, as well as project plans, special provisions, and bid forms, may also be examined at the County of Fresno office described in the preceding paragraph. Addenda to modify the reference to Federal minimum wage rates to reflect revisions thereto, if necessary, will be issued to planholders of record.

Attention is directed to the provisions in the "Federal Requirements" section of these specifications. If there is a difference between the minimum wage rates predetermined by the

Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Environmental Protection Agency (EPA) provides a toll-free "hotline" (Telephone No. 1-888-546-8740) service to report bid rigging activities. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the EPA's continuing effort to identify and investigate contract fraud and abuse and is operated under the direction of the EPA Inspector General. All information will be treated confidentially and caller anonymity will be respected. Additional information may be obtained at https://www.epa.gov/office-inspector-general/epa-oig-hotline#what_to_report.

Bids are required for the entire work described herein. Bids will be compared on the basis of the cumulative sum of the bid amounts listed for the individual line items.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all bids.

Board of Supervisors, County of Fresno

Jean Rousseau, County Administrative Officer

By: Bernice E. Seidel, Clerk to the Board

Issue Date: March 1, 2019

Special Provisions

Contract Number 18-12-C

DIVISION I GENERAL PROVISIONS 1 GENERAL

1-1.01 GENERAL

Add to the beginning of Section 1:

The work is done in accordance with the 2015 Standard Specifications, 2015 Standard Plans and the following special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2015 Standard Specifications.

Except to the extent that they may conflict with these special provisions, revised standard specifications apply if included in the project details section of the book entitled "specifications."

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions; or if shown or referenced on the project plans or in the project details section of the book entitled "specifications."

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

In case of conflict between applicable Revised Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Delete the Following from Section 1-1.01

The bid items set forth the construction specifications that apply. The first 2 digits of a bid item code correspond to the specification section number with the same first 2 digits except for bid item code 999990 that corresponds to section 9 and unless shown otherwise in the table titled "Bid Items and Applicable Sections" in the special provisions.

Add the Following to Section 1-1.01

Technical Specifications which apply, are included in sections 01 00 05 through 33 24 13. Payment for the various items of work is described in section 01 22 00

Add to the 1st table of section 1-1.06:

APCD	air pollution control district
AQMD	air quality management district
CISS	cast-in-steel shell
CSL	crosshole sonic logging
GGL	gamma-gamma logging

Add to section 1-1.06:

Abbreviations in the Bid Item List are also used in Proposal Sheet 2.

Replace the headings and paragraphs of Section 1-1.07 with:

1-1.07 DEFINITIONS

1-1.07A General

Interpret terms as defined in the Contract documents.

1-1.07B Glossary

abandon: Render unserviceable in place.

acts of God: Acts of God as defined in Pub Cont Code § 7105.

- **activity:** Task, event, or other project element on a schedule that contributes to completing the project. An activity has a description, start date, finish date, duration, and one or more logic ties.
- adjust: Raise or lower a facility to match a new grade line.
- **aerially deposited lead:** Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.
- Authorized Facility Audit List: Caltrans-developed list of facilities. For the Authorized Facility Audit List, go the METS website.
- **authorized laboratory:** Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by the Department.
- Authorized Material List: Caltrans-developed list of authorized materials. For the Authorized Material List go to the METS website.
- Authorized Material Source List: Caltrans-developed list of authorized source materials. For the Authorized Material Source List go to the METS website.
- **base:** Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

basement material: Material in an excavation or embankment under the lowest layer to be placed.

bid item: Work unit for which the Bidder provides a price.

Bid Item List: List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal (Proposal 2) of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

borrow: Fill acquired from an excavation source outside the described cut area.

- 1. **local borrow:** Material obtained by widening cuts or excavating from sources outside the planned or authorized cross section on the job site. The location of the local borrow is described or designated by the Engineer.
- 2. **imported borrow:** Borrow that is not local borrow.

bridge: Structure that:

- 1. Has a bridge number
- 2. Carries a (1) utility, (2) railroad, or (3) vehicle, pedestrian, or other traffic over, under, or around obstructions or waterways
- **building-construction contract:** Contract that has *Building Construction* on the cover of the *Notice to Bidders and Special Provisions.*
- **California Test:** Caltrans-developed test for determining work quality. For California Tests, go to the METS website.

Caltrans: State of California Department of Transportation

certificate of compliance: Certificate stating the material complies with the Contract.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

- **change order work:** Work described in a Change Order, including extra work and work described in the Contract as change order work.
- **closure:** Closure of a traffic lane or lanes, including shoulder, ramp, or connector lanes, within a single traffic control system.
- commercial quality: Quality meeting the best general practices.
- commercial source: Established business operating as a material source for the general public.
- **Contract:** Written and executed contract between the Department and the Contractor.
- Contract acceptance: Director's written acceptance of a completed Contract.
- Contract time: Number of original working days as adjusted by any time adjustment.
- **Contractor:** Person or business or its legal representative entering into a Contract with the Department for performance of the work.
- controlling activity: Construction activity that will extend the scheduled completion date if delayed.
- County: The County of Fresno
- **critical path:** Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.
- **critical path method:** Network-based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.
- culvert: Structure other than a bridge that provides an opening under a roadway.
- **data date:** Day after the date through which a schedule is current. Everything occurring earlier than the data date is as-built and everything on or after the data date is planned.

day: 24 consecutive hours running from midnight to midnight; calendar day.

- 1. **business day:** Day on the calendar except a Saturday and a holiday.
- 2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
 - 2.1. Saturday and a holiday.
 - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions.
 - 2.2.2. Traffic maintenance under the Contract.
 - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
 - 2.2.4. Unanticipated event not caused by either party, such as:
 - 2.2.4.1. Act of God
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.

- 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
- 2.3. Day during a concurrent delay.

3. original working days:

- 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost-plus-timebased bid
- 3.2. Working days bid to complete the work for a cost-plus-time-based bid
- Where working days is specified without the modifier *original* in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.
- **deduction:** Money permanently taken from a progress payment or the final payment. Deductions are cumulative and are not retentions under Pub Cont Code § 7107.

delay: Event that extends the completion of an activity.

- 1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began, such as:
 - 1.1. Change in the work
 - 1.2. Department action that is not part of the Contract
 - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
 - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
 - 1.5. Department's failure to obtain timely access to the right-of-way
 - 1.6. Department's failure to review a submittal or provide notification in the time specified
- 2. critical delay: Excusable delay that extends the scheduled completion date
- 3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
 - 3.1. Critical delay
 - 3.2. Delay to a controlling activity caused by you
 - 3.3. Non–working day

Department: The Fresno County Board of Supervisors and its authorized representatives.

District Office: County of Fresno Department of Public Works and Planning

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

Director: Department's Chairman

disadvantaged business enterprise: Disadvantaged business enterprise as defined in 49 CFR 26.5.

dispose of: Remove from the job site.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

Engineer: The County's Director of Public Works and Planning, acting through their authorized designees.

- early completion time: Difference in time between an early scheduled completion date and the work completion date.
- **environmentally sensitive area:** Area within or near construction limits where access is prohibited or limited to protect environmental resources.

estimated cost: Estimated cost of the project as shown on the Notice to Bidders.

extra work: Any work, desired or performed, but not included in the original Contract.

- federal-aid contract: Contract that has a federal-aid project number on the cover of the Notice to Bidders and Special Provisions.
- final pay item: Bid item whose q2uantity shown on the Bid Item List is the quantity paid.
- **finished grade:** Final surface of the completed facility. If the work under the Contract includes stage construction, the relation between the finished grade and the work under the Contract is shown.
- **fixed cost:** Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

float: Difference between the earliest and latest allowable start or finish times for an activity.

- 1. **Department-owned float:** Time saved on the critical path by actions of the Department. It is the last activity shown on the schedule before the scheduled completion date.
- **force account work:** Work ordered on a construction project without an existing agreement on its cost, and performed with the understanding that the contractor will bill the owner according to the cost of labor, materials, and equipment, plus a certain percentage for overhead and profit.
- **grading plane:** Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right-of-way or area reserved for use in constructing the roadway and its appurtenances.

holiday: Holiday shown in the following table:

Holidays				
Holiday	Date observed			
Every Sunday	Every Sunday			
New Year's Day	January 1 st			
Birthday of Martin Luther King, Jr.	3rd Monday in January			
Presidents' Day	3rd Monday in February			
Cesar Chavez Day	March 31 st			
Memorial Day	Last Monday in May			
Independence Day	July 4 th			
Labor Day	1st Monday in September			
Veterans Day	November 11 th			
Thanksgiving Day	4th Thursday in November			
Day after Thanksgiving Day	Day after Thanksgiving Day			
Christmas Day	December 25 th			

If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is a holiday. If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday is a holiday.

hours of darkness: Hours of darkness as defined in Veh Code § 280.

idle equipment: Equipment:

- 1. On the job site at the start of a delay
- 2. Idled because of the delay
- 3. Not operated during the delay

informal-bid contract: Contract that has *Informal Bid Authorized by Pub Cont Code* § 10122 on the cover of the *Notice to Bidders and Special Provisions*.

job site: Area within the defined boundaries of a project.

Labor Surcharge and Equipment Rental Rates: Caltrans publication that lists labor surcharge and equipment rental rates.

landscaping: Practice of a landscaping contractor under 16 CA Code of Regs § 832.27.

material: Any product or substance specified for use in the construction of a project.

material shortage:

- 1. Shortage of raw or produced material that is area-wide and caused by an unusual market condition except if any of the following occurs:
 - 1.1. Shortage relates to a produced, nonstandard material
 - 1.2. Supplier's and the Contractor's priority for filling an order differs
 - 1.3. Event outside the United States for a material produced outside the United States
- 2. Unavailability of water that delays a controlling activity
- **material source facility audit:** Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.
- median: Portion of a divided highway separating the traveled ways including inside shoulders.
- **milestone:** Event activity that has zero duration and is typically used to represent the start or end of a certain stage of the project.
- **mobilization:** Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).
- modify: Add to or subtract from an appurtenant part.
- **narrative report:** Document submitted with each schedule that discusses topics related to project progress and scheduling.
- **near critical path:** Chain of activities with total float exceeding that of the critical path but having not more than 10 working days of total float.

obliterate: Place an earth cover over or root, plow, pulverize, or scarify.

Office engineer: The Director of Public Works and Planning for the County of Fresno

pavement: Uppermost layer of material placed on a traveled way or shoulder.

plans: Standard plans, revised standard plans, and project plans.

- 1. standard plans: Drawings standard to Department construction projects.
- 2. revised standard plans: New or revised standard plans.
- 3. project plans: Drawings specific to the project, including authorized shop drawings.

plant establishment period: Number of days shown on the Notice to Bidders for plant establishment.

quality characteristic: Characteristic of a material that is measured to determine conformance with a given requirement.

quality control plan: Contractor's plan to ensure QC.

reconstruct: Remove and disassemble and construct again at an existing or new location.

relocate: Remove and install or place in a new location.

remove: Remove and dispose of.

reset: Remove and install or place laterally at the same station location.

roadbed: Roadway portion extending from the curb line to curb line or the shoulder line to shoulder line. A divided highway has 2 roadbeds.

roadside: Area between the outside shoulder edge and the right-of-way limits.

roadway: Portion of the highway within the outside lines of curbs, sidewalks, slopes, ditches, channels, or waterways. A roadway includes the structures and features necessary for safety, protection of facilities, and drainage.

salvage: Remove, clean, and haul to a specified location.

schedule:

- 1. **baseline schedule:** Initial schedule showing the original work plan starting on the date of Contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.
- 2. **revised schedule:** Schedule that incorporates a proposed or past change to logic or activity durations.
- 3. **updated schedule:** Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

scheduled completion date: Planned work completion date shown on the current schedule.

- **shoulder:** Roadway portion contiguous with the traveled way for accommodation of a stopped vehicle, emergency use, and lateral support of base and surface courses.
- **small tool:** Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

specifications: Standard specifications, revised standard specifications, and special provisions.

- 1. **standard specifications:** Specifications standard to Department construction projects. These specifications are in a book titled *Standard Specifications*.
- 2. **revised standard specifications:** New or revised standard specifications. These specifications are in a section titled *Revised Standard Specifications* of a book titled *Notice to Bidders and Special Provisions*.
- 3. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Notice to Bidders and Special Provisions*.
- **State:** State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

Structure Design: Offices of Structure Design of the Department of Transportation.

subbase: Layer of material between a base and the basement material.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

submittal:

- 1. **action submittal:** Written and graphic information and samples that require the Department's response.
- 2. informational submittal: Written information that does not require the Department's response.
- **substantial defects:** Defects plainly seen as damaged, displaced, or missing parts or improper functioning of materials, parts, equipment, or systems.
- **substructure:** Bridge parts below the bridge seats, pier tops, and haunches for rigid-framed bridges or spring lines for arched bridges; includes abutment backwalls, abutment parapets, and wingwalls.

superstructure: Bridge parts except the substructure.

supplemental project information: Information relevant to the project, specified as supplemental project information, and made available to bidders.

surfacing: Uppermost layer of material placed on a traveled way or shoulders; pavement.

- **time impact analysis:** Analysis using a CPM schedule developed specifically to demonstrate the effect a proposed or past change or delay has on the current scheduled completion date.
- **time-scaled network diagram:** Graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.
- total bid: Sum of the item totals as verified by the Department; original Contract price.
- **total float:** Amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
- **traffic:** Pedestrians, bicyclists, ridden or herded animals, vehicles, streetcars, and other conveyances either singularly or together while using any highway for purposes of travel.
- traffic lane: Portion of traveled way used for the movement of a single line of vehicles.
- **traveled way:** Portion of the roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.
- tunnel: Tunnel as defined in 8 CA Code of Regs § 8405 et seq.
- **unauthorized work:** Work performed beyond the lines and grades described in the Contract or established by the Engineer or extra work performed without Department authorization.
- **unsuitable material:** Material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas that the Engineer determines to be in any of the following conditions:
- 1. Of such unstable nature that it cannot be compacted to the specified density using ordinary methods at optimum moisture content.
- 2. Too wet to be properly compacted and cannot be dried before incorporating it into the work. Excessive moisture alone is not sufficient cause for determining that the material is unsuitable.
- 3. Inappropriate for the planned use.

withhold: Money temporarily or permanently taken from a progress payment.

work: Resources and activities required for Contract acceptance, including labor, materials, equipment, and the created product.

work plan: Detailed formulation of a program of action.

work zone: Area of a highway with construction, maintenance, or utility work activities.

1-1.08 DISTRICTS

Replace the first sentence in Section 1.08 with the following:

Caltrans' district composition and office addresses are as shown in the following table:

Replace the headings and paragraphs of Section 1-1.11 with:

1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS, Websites, Addresses, and Telephone Numbers

	Telephone Numbers				
Reference or					
agency or					
department unit	Website	Address	Telephone no.		
Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/e sc/approved_products_list				
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/b ep/find_certified.htm				
California MUTCD	http://www.dot.ca.gov				
Department	http://www.co.fresno.ca.us	2220 Tulare Street Design Division – Sixth Floor Fresno, CA 93721	(559) 600- 4501 or (559) 600-4528		
Department of Conservation, Office of Mine Reclamation	http://www.conservation.c a.gov/omr/				
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVE SAN FRANCISCO CA 94102			
Design Services - Contract Administration, Planholders, Bid Results	http://www.co.fresno.ca.us /departmentpage.aspx?id= 5818	2220 TULARE STREET; 7 TH FLOOR; FRESNO, CA 93721	Tel: (559) 600- 4528 Fax:(559) 600- 4399 Email: DesignService s@co.fresno.c a.us		
Division of Accounting, Office of External Accounts Payable	http://www.dot.ca.gov/hq/a sc/oap/payments/contact.h tm#conpets1	MAJOR CONSTRUCTION PAYMENT AND INFORMATION UNIT OFFICE OF EXTERNAL ACCOUNTS PAYABLE DIVISION OF ACCOUNTING DEPARTMENT OF TRANSPORTATION P.O. BOX 168043 SACRAMENTO CA 95816-8043	(916) 227- 9013		
Division of Construction	http://www.dot.ca.gov/hq/c onstruc/				
Geotechnical Services	<u>http://www.dot.ca.gov/hq/e</u> <u>sc/geotech</u>	GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227- 7000		
METS	http://www.dot.ca.gov/hq/e sc/Translab/	MATERIALS ENGINEERING AND TESTING SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227- 7000		

MPQP	http://www.dot.ca.gov/man uals.htm		
Office Engineer		MSC 43 OFFICE ENGINEER DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005	(916) 227- 6299
Offices of Structure Design, Documents Unit		MSC 9-4/4I DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN DEPARTMENT OF TRANSPORTATION 1801 30TH ST SACRAMENTO CA 95816-7006	(916) 227- 0716
Publication Distribution Unit		PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DR SACRAMENTO CA 95815-3800	

Replace the headings and paragraphs of Section 1-1.12 with the following:

1-1.12 MISCELLANY

Make checks and bonds payable to the Fresno County Director of Department of Public Works and Planning.

2 BIDDING

Replace the headings and paragraphs of Section 2 with the following:

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

2-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

- 1. Submitting a bid
- 2. Subcontracting for a part of the work
- 3. Supplying materials

2-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2-1.04-2-1.05 RESERVED

2-1.06 BID DOCUMENTS

2-1.06A General

The Bid book includes bid forms and certifications and may be requested from Design Services.

The Notice to Bidders and Special Provisions includes the Notice to Bidders, revised standard specifications, project details, and special provisions.

The *Notice to Bidders and Special Provisions*, project plans, and any addenda to these documents may be accessed at Design Services.

The Standard Specifications and Standard Plans may be purchased at the Publication Distribution Unit.

2-1.06B Supplemental Project Information

The Department makes the following supplemental project information available:

Where Available	Description			
	A. Site Plan			
	B. Drilling Detail			
Included in Project Details	C. Well "dummy" permit & related special sealing			
	requirements			
	D. "No Trespassing" signage detail			
	E. Drinking Water State Revolving Fund Project Signage			
	Requirements			
Included in Federal Requirements	F. USEPA Guidance Memorandum: Implementation of			
	American Iron and Steel Provisions			

Supplemental Project Information

If as-built drawings are available they may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

2-1.06C-2-1.06D Reserved

2-1.07 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

- 1. General and local conditions to be encountered
- 2. Character, quality, and scope of work to be performed
- 3. Quantities of materials to be furnished
- 4. Character, quality, and quantity of surface and subsurface materials or obstacles
- 5. Requirements of the contract

2-1.08 RESERVED

2-1.09 BID ITEM LIST

Submit a bid based on the bid item quantities the Department shows on Proposal 2.

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

- 1. Business name and the location of its place of business.
- 2. California contractor license number for a non-federal-aid contract.
- 3. Public works contractor registration number.
- 4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

2-1.11 RESERVED

Replace section 2-1.12 with 2-1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBEs) 2-1.12A General

Section 2-12 is applicable to this contract.

Under 40 CFR 33:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Include this assurance in each subcontract you sign with a subcontractor.

2-1.12B Good Faith Efforts

You are required to make and demonstrate the following good faith efforts whenever procuring construction, equipment, services and supplies, even if it has achieved the fair share objective:

- 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through solicitation, outreach and recruitment activities.
- 2. Make information on forthcoming opportunities available to DBEs and arrange time frames to establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 3. Consider in the contracting process, whether firms competing for large contracts could subcontract with DBEs. This could include dividing tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 4. Encourage contracting with a consortium of DBEs when a contract is too large for one firm to handle individually.
- 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Failure to take the steps outlined above prior to bid opening, and to submit the documents specified in Section 2-1.33, shall cause the bid to be rejected as non-responsive.

2-1.12C Fair Share Objectives

A fair share objective has been adopted for this project, as required by 40 CFR 33. The objective is not a quota or binding requirement. Meeting the objective will not exempt you from employing and

demonstrating the mandatory Good Faith Efforts in Section 2-1.12B for any subcontract, and you will not be penalized or treated as if out of compliance if you do not meet the goal.

2-1.13-2-1.30 RESERVED

Replace section 2-1.31 with:

2-1.31 RESERVED

2-1.32 RESERVED

2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL

2-1.33A General

Complete forms in the Bid book.

Submit your bid:

- 1. Under sealed cover
- 2. Marked as a bid
- 3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

2-1.33B Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on Proposal 2. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

2-1.33C Bid Document Completion

Proposal sheets are identified by title and by the letter "P" followed by the number assigned to the proposal sheet in question. Proposal sheets are included in the *Bid Book.*

2-1.33C(1) Proposal 1 - Proposal to the Board of Supervisors of Fresno County

2-1.33C(2) Proposal 2 - Bid Proposal Sheet

One or more sheet(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter.

2-1.33C(3) Proposal 3 - Evaluation of Bid Proposal Sheet

Describes how inconsistences and irregularities are evaluated and corrected when Design Services reviews the Bid Sheet.

2-1.33C(4) Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Provide contractor's license information.

State business name and if business is a:

- Corporation list officers
- Partnership list partners
- Joint Venture list members; if members are corporations or partnerships, list their officers or partners.
- Individual list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation by an officer
- Partnership by a partner
- Joint Venture by a member
- Individual by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

2-1.33C(5) Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

2-1.33C(6) Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

2-1.33C(7) Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

2-1.33C(8) Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) upon which bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid sheet and/or work descriptions similar to those on bid sheet.
- List license number and Department of Industrial Relations registration number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

2-1.33C(9) Proposal 9 - Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(10) Proposal 10 - Title 40, Code Of Federal Regulations, Part 32 Debarment And Suspension Certification

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(11) Proposal 11 - Nonlobbying Certification For Federal-Aid Contracts

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C(12) Proposal 12(a) through Proposal 12(b) - Disclosure Of Lobbying Activities

For a Federal-aid contract, complete, sign, and return with bid.

2-1.33C (13) Proposal 13 - Does not apply to this contract

2-1.33C(14) Proposal 14(a) through proposal 14(c) - DBE Information — Good Faith Efforts

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

2-1.33C(15) Proposal 15 - Does not apply to this contract

2-1.33C(16) Proposal 16 - Guaranty

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

2-1.33C(17) Proposal 17 – Guidelines for Implementing California State Revolving Funds Disadvantaged Business Enterprise Requirements

Instructions and forms for compliance with the State of California's Clean Water and Drinking Water State Revolving Fund Programs' requirements and regulations regarding Disadvantaged Business Enterprises. Complete and submit forms in accordance with the guidelines. Adhere to the instructions for the included forms, and ensure that those forms required to be submitted with the bid package are included.

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- 1. Cash
- 2. Cashier's check
- 3. Certified check
- 4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid.

2-1.35-2-1.39 RESERVED

2-1.40 BID WITHDRAWAL

- 1. An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. An authorized agent is an individual authorized to submit a bid.
- 2. After the bid opening time, you cannot withdraw a bid.

2-1.41-2-1.42 RESERVED

2-1.43 BID OPENING

The Department publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2-1.44-2-1.45 RESERVED

2-1.46 DEPARTMENT'S DECISION ON BID

The Department's decision on the bid amount is final.

The Department may reject:

- 1. All bids
- 2. A nonresponsive bid

2-1.47 BID RELIEF

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to Design Services.

2-1.48 RESERVED

2-1.49 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

2-1.50 BID RIGGING

Section 2-1.50 applies to a federal-aid contract.

The US Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the contractor changes its status to operate as a corporation.

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in Project Details) for each such transaction prior to engaging therein or immediately thereafter.

3 CONTRACT AWARD AND EXECUTION

Replace the headings and paragraphs of Section 3 with:

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

3-1.02 CONSIDERATION OF BIDS

3-1.02A General

Bids will be compared on the basis listed in the Notice to Bidders.

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss:

3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.04 CONTRACT AWARD

Submit any bid protest to Design Services.

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 calendar days after bid opening.

The Department may extend the specified award period if the Bidder agrees.

You may request to extend the award period by faxing a request to Design Services before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

- 1. Your bid becomes invalid
- 2. You are not eligible for the award of the contract

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds conforming to the requirements in the *Agreement* of these special provisions.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

- 1. Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
- 2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit copies of its insurance policies conforming to the requirements in the *Agreement* of these special provisions.

3-1.08 -3-1.10 RESERVED

3-1.11 PAYEE DATA RECORD

Complete and deliver to the Engineer a Payee Data Record form when requested by the Engineer.

3-1.12 RESERVED

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

3-1.14-3-1.17 RESERVED

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Agreement.

Deliver to Design Services:

- 1. Signed Agreement including the attached form FHWA-1273
- 2. Contract bonds
- 3. Documents identified in section 3-1.07
- 4. For a federal-aid contract, Local Agency Bidder DBE Information form

Design Services must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

3-1.19 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

4 SCOPE OF WORK

Replace Section 4-1.02 with:

4-1.02 INTENT

The Contract intent is to provide for work completion using the best general practices.

Nothing in the specifications, special provisions, Standard Specifications, or in any other Contract document voids the Contractor's public safety responsibilities.

Replace the paragraphs of Section 4-1.07C with the following:

4-1.07C Reserved

Replace Section 4-1.13 with:

4-1.13 CLEANUP

Before final inspection, leave the job site neat and presentable and dispose of:

- 1. Rubbish
- 2. Excess materials
- 3. Falsework
- 4. Temporary structures
- 5. Equipment

Remove warning, regulatory, and guide signs when directed by the Engineer.

5 CONTROL OF WORK

Delete the 9th Paragraph of Section 5-1.01

Add the following before the last sentence in Section 5-1.02

Caltrans Standard Plans, County of Fresno Standard Drawings, and any other other-agency Standard Drawings included in the "Project Details" section of the book entitled "specifications" have the same ranking as Standard Plans."

All other drawings in the "Project Details" section of the book entitled "specifications" have the same ranking as Project Plans.

Tables and other documents in the "Project Details" section of the book entitled "specifications" have the same ranking as Special Provisions. If a portion of a document in the Project Details section conflicts with the Special Provisions, the Special Provisions shall prevail.

Replace the headings and paragraphs of section 5-1.09 with:

5-1.09 RESERVED

Replace Section 5-1.12 with:

5-1.12 ASSIGNMENT

No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Department.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

A pending or disapproved request for assignment does not relieve you of the responsibility to commence and pursue work timely and in strict accordance with contract documents.

Replace the headings and paragraphs of section 5-1.13C with:

5-1.13C RESERVED

Replace the headings and paragraphs of section 5-1.13D with:

5-1.13D RESERVED

Replace the paragraphs of section 5-1.20B(4) with:

5-1.20B(4) Contractor–Property Owner Agreement

Before procuring material from or disposing or stockpiling of material on non-highway property:

- 1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is appropriately zoned and/or permitted for the use proposed by the Contractor.
- 2. Obtain written authorization from each and every owner of the property where materials are to be stockpiled or equipment parked/stored.
- 3. Provide proof that the signor(s) of the authorization are the owners of the property.
- 4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property.
- 5. Obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site stating that the Contractor has complied with the Contractor-owner agreement.

Failure by the Contractor to provide written authorization shall result in the withholding of all funds due to the Contractor until said authorization is received by the County.

Replace the paragraph of section 5-1.20C with:

5-1.20C Railroad Relations

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in Project Details in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

5-1.23 SUBMITTALS

Attention is directed to Section 5-1.23 SUBMITTALS of the State Standard Specifications which, except as modified herein, shall apply in its entirety.

In case of conflict between the Section 5-1.23 SUBMITTALS of the State Standard Specifications and

SECTION 01 33 00 of special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Replace the paragraphs of section 5-1.23A with:

5-1.23A General

Section 5-1.23 includes specifications for action and informational submittals.

Any submittal not specified as an informational submittal is an action submittal.

Submit action and informational submittals to the Engineer. Unless otherwise specified in these Specifications, submittals shall be provided via email in .pdf format.

Each submittal must have a cover sheet that must include:

- 1. Contract number
- 2. Project Name

- 3. Date
- 4. Submittals (and resubmittals if applicable) must be numbered sequentially
- 5. Structure number if applicable
- 6. Contractor
- 7. Person responsible for submitting the submittal
- 8. Signature of Contractor's representative sending submittal
- 9. Section number and/or item submittal is referencing
- 10. Pages of submittal, excluding cover sheet

The Department rejects a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Documents must be submitted in the English language.

Convert documents to US customary units.

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS

The Engineer places stakes and/or marks as the Engineer determines to be necessary to establish the lines and grades required for the work.

Submit your request for Engineer-furnished stakes:

- 1 Once staking area is ready for stakes
- 2. On a Request for Construction Stakes form

After your submittal, the Engineer starts staking within 2 working days.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.27E with:

5-1.27E CHANGE ORDER BILLS

Maintain separate records for change order work costs.

5-1.32 AREAS FOR USE

Occupy the highway only for purposes necessary to perform the work.

Defend, indemnify, and hold the Department harmless to the same extent as under section 7-1.05.

The Department does not allow temporary residences within the highway.

6 CONTROL OF MATERIALS

Replace section 6-1.04 with:

6-1.04 AMERICAN IRON AND STEEL

6-1.04A General

This project is subject to "American Iron and Steel" provisions. Unless a predominantly iron or steel product qualifies for an exemption, as listed by the United States Environmental Protection Agency, all manufactured iron and steel products must be certified as produced within the United States.

Attention is directed to the "American Iron and Steel" requirements of P.L. 113-76 (also known as the Continuing Appropriations Act of 2014), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States. American Iron and Steel compliance certifications and/or waivers must be provided to the Engineer with the applicable material or

equipment submittal, as specified elsewhere in these provisions, for any covered materials. A list of materials covered by this provision, as well as any active state or nationwide waivers, may be obtained for the United States Environmental Protection Agency.

The Contractor acknowledges to and for the benefit of the County, the State of California, and the United States, that it understands the goods and services under this Agreement are being funded with monies made available from the DWSRF and Proposition 1 that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor for this contract. The Contractor represents and warrants to and for the benefit of the County, the State of California, and the United States, that: the Contractor has reviewed and understands the American Iron and Steel Requirement; all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved; and the Contractor will provide any further verified information, certification or assurance of compliance with this section, or information necessary to support compliance or a waiver of the American Iron and Steel Requirement, as may be requested by the County, the State of California, or the United States.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the County, the State of California, or the United States, to recover damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the County, the State of California, or the United States, resulting from such a failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State of California or any damages owed to the State of California by the County). While the Contractor has no direct contractual privity with the State of California, as a lender to the County for the funding of its project, the County and the Contractor agree that the State of California is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State of California.

6-1.04B Iron and Steel Products

In general, all products made primarily of iron and steel to be incorporated into the project during construction must be produced in the United States, with the exception of:

- 1. Raw materials, such as ores, limestone and iron and steel scrap
- 2. Non-iron or steel components of an iron and steel product
- 3. Mechanical and electrical components and equipment
- 4. Any item for which a waiver has been approved by the United States Environmental Protection Agency.

Attention is directed to the guidance memorandum provided by the United States Environmental Protection Agency, which has been included in the project details section.

6-1.04C Certification

Certifications or waivers must be provided for all applicable materials under the American Iron and Steel provisions, which are not covered under a waiver from the United States Environmental Protection Agency. Certifications must indicate that each material has been produced or manufactured in the United States.

Replace section 6-1.05 with:

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

Unless substitution is expressly precluded in the special provisions, a reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Unless the Department has made a public interest finding expressly authorizing sole source procurement of a particular item, you may use a product that is equal to or better than the specified brand or trade name if authorized.

Submit a substitution request with a time period that:

- 1. Follows Contract award
- 2. Allows 30 days for review
- 3. Causes no delay

Include substantiating data with the substitution request that proves that substitution:

- 1. Causes no delay
- 2. Is of equal or better quality and suitability

If the special provisions disallow substitution of a particular item, provide the specified item and do not propose substitution.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to the end of Section 7-1.02K(1):

This project is subject to labor compliance monitoring efforts complying with Labor Code 1771.5, which requires that the Department utilize a Department of Industrial Relations certified Labor Compliance Program meeting the requirements of Labor Code 1771.5 for projects funded in whole or in part by Proposition 84 or any other funding source requiring such a Labor Compliance Program. The Department has a certified Labor Compliance Program, and may utilize a consulting firm to assist in the compliance monitoring and enforcement efforts. Complying with the requirements of this section, and cooperating with the Department or any consulting firm employed by the Department, is required. Non-compliance will be reported to the Department of Industrial Relations, and may be subject to the assessment of penalties to enforce compliance.

Replace the 2nd Paragraph of Section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available:

- 1. From Design Services
- 2. From the Department of Industrial Relations' Web site

Replace section 7-1.02K(3) with:

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

- 1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
- 2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

- 1. Information contained in the payroll record is true, correct, and complete
- 2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project

04-22-16

3. Wage rates paid are at least those required by the Contract

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

- 1. Truck driver's full name and address
- 2. Name and address of the factory or batching plant
- 3. Time the concrete was loaded at the factory or batching plant
- 4. Time the truck returned to the factory or batching plant
- 5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

- 1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
- Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

- 1. Department or Department's consultant firms
- 2. Division of Labor Standards Enforcement of the Department of Industrial Relations
- 3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

7-1.02K(4)i Apprenticeship Requirements for non-Federal Projects

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: *www.dir.ca.gov/dlsr.*
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment

and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

D. Fresno County is committed to increasing the availability of employment and training opportunities, with particular attention to the plight of those who are most economically disadvantaged. In an effort to advance that purpose, the County will require that the Contractor and each subcontractor employed on this Project shall use their best efforts to ensure that thirty-three percent (33%) of apprentice hours, as determined by California Labor Code Section 1777.5 for each contractor and subcontractor of any tier on this Project, are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Provided, that nothing contained in this Paragraph D shall be interpreted to relieve or in any way diminish the obligation of the Contractor and each subcontractor to comply fully with all applicable apprenticeship laws in accordance with the California Labor Code and the California Code of Regulations; and accordingly such requirements as are contractually imposed by this Paragraph D shall be in addition to such legally mandated requirements, and applicable only to the extent fully consistent therewith.

Add between the 9th and 10th paragraphs of section 7-1.03:

07-15-16

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

Height differential	Slope (horizontal:vertical)	
(foot)	Taper use of 14 days or less	Taper use of more than 14 days
Greater than 0.08	100:1 or flatter	200:1 or flatter
0.04–0.08	70:1 or flatter	70:1 or flatter

Temporary Tapers

For a taper on existing asphalt concrete or concrete pavement, construct the taper with minor HMA under section 39-2.07.

Grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

- 1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
- 2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, construct the taper with polyester concrete under section 60-3.04B.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, you may use alternative materials or methods to construct the required taper.

Replace the headings and paragraphs of Section 7-1.04 with:

7-1.04 PUBLIC SAFETY

7-1.04A GENERAL

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the Department will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area.

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of traffic. All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 5 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the *California MUTCD* and section 12-3.06 except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

- 1. Creates a hazard to the public
- 2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design

criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

- 1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
- 2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
- 3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
- 4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

- 1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
- 2. Side slope where the downhill slope is 4:1 (horizontal: vertical) or less unless a naturally occurring condition
- 3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

- 1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
- 2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

- 1. Working behind a barrier
- 2. Paving, grinding, or grooving
- 3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

7-1.04B WORK ZONE SAFETY AND MOBILITY

7-1.04B(1) POLICY

In order to ensure safe and efficient flow of traffic through work zones, the County of Fresno, via its General Plan, Transportation and Circulation Element, Policy TRA-1, has adopted the use of AASHTO Standards as supplemented by Caltrans and County Department of Public Works and Planning Standards.

7-1.04B(2)TRAFFIC MANAGEMENT PLAN

Perform traffic management shall be in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(3)TEMPORARY TRAFFIC CONTROL PLAN

Prepare traffic control plan(s) in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

7-1.04B(4)PUBLIC INFORMATION

Provide notice to notice to public agencies and others to the extent required, if any, elsewhere in these special provisions. The Engineer provides other noticing not identified to be performed by the Contractor.

Replace the headings and paragraphs of Section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

7-1.06B Casualty Insurance

Obtain and maintain insurance on all of your operations with companies acceptable to the Department as follows:

- 1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
- 2. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A or better and a Financial Size Category of VIII or better.
- 3. Maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.1.

7-1.06C Workers' Compensation and Employer's Liability Insurance

Under Labor Code § 1860, secure the payment of worker's compensation under Labor Code § 3700.

Submit to the Department the following certification before performing the work (Labor Code § 1861):

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract signing constitutes certification submittal.

Provide Employer's Liability Insurance in amounts not less than:

- 1. \$1,000,000 for each accident for bodily injury by accident
- 2. \$1,000,000 policy limit for bodily injury by disease

3. \$1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to your employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

7-1.06D Liability Insurance

7-1.06D(1) General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- 1. Premises, operations and mobile equipment
- 2. Products and completed operations
- 3. Broad form property damage (including completed operations)
- 4. Explosion, collapse, and underground hazards
- 5. Personal injury
- 6. Contractual liability

7-1.06D(2) Liability Limits/Additional Insureds

Refer to the Agreement of these special provisions

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as *Additional Insured* (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.06D(3) Contractor's Insurance Policy is Primary

The policy must stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and must not be called upon to contribute with this insurance.

7-1.06E Automobile Liability Insurance

Comply with requirements in the Agreement of these special provisions

7-1.06F Policy Forms, Endorsements, and Certificates

Provide your General Liability Insurance under Commercial General Liability policy form no. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form no. CG0001.

7-1.06G NOT USED

7-1.06H Enforcement

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this Contract.

7-1.061 Self-Insurance

Comply with the *Agreement* of these special provisions

Replace the headings and paragraphs of Section 7-1.07 with:

7-1.07 LEGAL ACTIONS AGAINST THE DEPARTMENT

7-1.07A General

If legal action is brought against the Department over compliance with a State or federal law, rule, or regulation applicable to highway work, then:

- 1. If the Department in complying with a court order prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the Contract.
- 2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the Contract.

7-1.07B Seal Coat Claims

This section applies to seal coat projects. Pay for claims for personal property damage caused by screening and bituminous binder. Seal coat claims are limited to:

- 1. 10 percent of the total bid
- 2. Damage occurring between the 1st day of screening spreading and 4 days after the last day of screening spreading for each seal coat location

Within 30 days of the last screening spreading, do the following:

- 1. Process and resolve all claims reported or submitted to you by the public as follows:
 - 1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
 - 1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
- 2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, any district claims office, or the State Board of Control (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

- 1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
- 2. If the Department or the State Board of Control approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
- 3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last spreading of screenings so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07B does not limit your obligation to defend and indemnify the Department.

7-1.07C Claims

This section applies to non-seal coat projects which involve asphalt concrete paving. Pay for claims for personal property damage caused by your work. Claims are limited to:

1. 10 percent of the total bid

Within 30 days of the last working day placement of hot mix asphalt, do the following:

- 1. Process and resolve all claims reported or submitted to you by the public as follows:
 - 1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
 - 1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
- 2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

- 1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
- 2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
- 3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last working day so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07C does not limit your obligation to defend and indemnify the Department.

Add between the 1st and 2nd paragraphs of section 7-1.11A:

Comply with 46 CFR 381.7(a)-(b).

8 PROSECUTION AND PROGRESS

Replace the headings and paragraphs in Section 8 with:

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.01A Work Hours

Perform all work on working days during daytime except drilling operations that may proceed 24 hrs a day. .

You may request approval to work on a holiday or on a non-working day. If, pursuant to such request, the Engineer authorizes you to work on a holiday or on a non-working day, you pay the actual cost incurred by the Department to perform all inspection, surveying, testing, and all other project-related work by the Department on such holiday or non-working day. Such payment will be deducted from monies due or which may become due to the Contractor.

Plan work so that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

Do not perform work during nighttime unless approved by the Engineer, except drilling operations that may proceed 24 hrs a day.

For work other than drilling operations, request approval to work during nighttime in writing and include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

For work other that drilling operations, if you fail to complete work during the daytime hours, the Engineer may stop all work upon the onset of nighttime and order you to perform any and all work the Engineer deems necessary to ensure the safety of the public during the nighttime hours.

You are not entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

8-1.02 SCHEDULE

8-1.02A General

Upon completion of all work, the Department returns the withholds associated with section 8-1.02 and makes a payment adjustment for work not performed in the same manner as work-character changes.

8-1.02B Level 1 Critical Path Method Schedule

8-1.02B(1) General

No pay item is provided for Level 1 Critical Path Project Schedule. Payment is considered to be included in the various items of work.

Before or at the preconstruction conference, submit a CPM baseline schedule.

For each schedule, submit:

- 1. Plotted original, time-scaled network diagram on a sheet at least 8-1/2 by 11 inches with a title block and timeline
- 2. Read-only compact disc or other Engineer-authorized data-storage device containing the schedule data if software is used to make the schedule. Label the device with:
 - 2.1. Contract number
 - 2.2. CPM schedule number and date produced
 - 2.3. File name

8-1.02B(2) Schedule Format

On each schedule, show:

- 1. Planned and actual start and completion dates of each work activity, including applicable:
 - 1.1. Submittal development
 - 1.2. Submittal review and acceptance
 - 1.3. Material procurement
 - 1.4. Contract milestones and constraints
 - 1.5. Equipment and plant setup
 - 1.6. Interfaces with outside entities
 - 1.7. Erection and removal of falsework and shoring
 - 1.8. Test periods
 - 1.9. Major traffic stage change
 - 1.10. Final cleanup
- 2. Order that you propose to prosecute the work
- 3. Logical links between the time-scaled work activities
- 4. All controlling activities
- 5. Legible description of each activity
- 6. At least 1 predecessor and 1 successor to each activity except for project start and project end milestones
- 7. Duration of at least 1 working day for each activity
- 8. Start milestone date as the Contract approval date

8-1.02B(3) Updated Schedule

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

You may include changes to updated schedules that do not alter a critical path or extend the scheduled completion date compared to the current schedule. Changes may include:

- 1. Adding or deleting activities
- 2. Changing activity constraints
- 3. Changing durations
- 4. Changing logic

If any proposed change in planned work would alter the critical path or extend the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

8-1.02C-8-1.02F Reserved

8-1.03 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference.

Торіс	Document	
Potential claim and dispute resolution	Potential claim forms	
Contractor's representation	Assignment of Contractor's representative	
Equipment	Equipment list	
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports	
Material inspection	Notice of Materials to be Used form	
Materials on hand	Request for Payment for Materials on Hand form	
Measurements		
Partnering		
Quality control	QC plans	
Safety	Injury and Illness Prevention Program and job site posters	
Schedule	Baseline schedule and Weekly Statement of Working Days form	
Subcontracting	Subcontracting Request form	
Surveying	Survey Request form	
Traffic control	Traffic contingency plan and traffic control plans	
Utility work		
Weight limitations		
Water pollution control	SWPPP or WPCP	
Work restrictions	PLACs	
Action submittals		

Be prepared to discuss the topics and documents shown in the following table:

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04A General

Provide signed contracts, bonds, and evidence of insurance timely as required.

This section, 8-1.04, "Start of Job Activities," does not modify remedies available to the Department should you fail to provide signed contracts bonds and insurance timely.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

- 1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
- 2. Submit 72-hour notice
- 3. Obtain an encroachment permit from the Department
- 4. Are authorized by the Department to start
- 5. Perform work at your own risk
- 6. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

8-1.04B Standard Start

Be prepared to begin work at the project site no later than the 20th business day after award of the Contract by the Department.

The Engineer may issue a notice to proceed as soon as the Contracts, including bonds and insurance certificates, have been approved.

Start work on the day shown in the notice to proceed, unless an early start has been approved.

The Engineer may issue a notice of commencement of contract time if you fail to provide Contracts, including bonds and insurance certificates or other required documents timely.

A notice of commencement of contract time does not authorize you to start work on the project site, but contract time begins to elapse on the date shown in the notice of commencement of contract time.

Complete work before the expiration of

FIFTY (50) WORKING DAYS

from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever comes first.

Complete all work, including corrective work and punch list work, prior to the expiration of the allotted working days. Working days continue to accrue until corrective work and punch list work is completed and accepted.

Pay to the County of Fresno the sum of

TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)

per day for each and every calendar day's delay in finishing the work, including corrective work and punch list work, in excess of the total number of working days prescribed above.

8-1.04C Long Lead Time Equipment Start

Reserved

8-1.05 TIME

Contract time starts on the day specified in the notice to proceed or in the notice of commencement of contract time as described in section 8-1.04 or on the day you start job site activities, whichever occurs first.

Complete the work within the Contract time.

Meet each specified interim work completion date.

The Engineer issues a Weekly Statement of Working Days by the end of the following week.

The Weekly Statement of Working Days shows:

- 1. Working days and non–working days during the reporting week
- 2. Time adjustments
- 3. Work completion date computations, including working days remaining
- 4. Controlling activities

8-1.06 SUSPENSIONS

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

8-1.07 DELAYS

8-1.07A General

To request a delay-related time or payment adjustment, submit an RFI.

8-1.07B Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

- 1. Occurred, submit records of the dates and what work was performed during the delayed activity
- 2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

8-1.07C Payment Adjustments

The Department may make a payment adjustment for an excusable delay that affects your costs.

Only losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delayrelated payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under section 9-1.04 with the following exceptions:

- 1. Delay factor in the *Labor Surcharge and Equipment Rental Rates* applies to each equipment rental rate.
- 2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
- 3. Delay days exclude non-working days.
- 4. Markups are not added.

The Engineer determines payment adjustment for the idle workers under section 9-1.04B, but does not add markups.

The Engineer includes costs due to necessary extra moving or transporting of equipment.

The Department does not make a payment adjustment for overhead incurred during non–working days of additional construction seasons experienced because of delay.

8-1.08-8-1.09 RESERVED 8-1.10 LIQUIDATED DAMAGES

8-1.10A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages are specified in section 8-1.04.

8-1.10B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.10C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day needed to complete a work part in excess of the specified completion date for the work part.

Damages for untimely completion of a work part may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of a work part and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.10D RESERVED

8-1.11-8-1.12 RESERVED

8-1.13 CONTRACTOR'S CONTROL TERMINATION

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

- 1. Supply an adequate workforce
- 2. Supply material as described
- 3. Pay subcontractors (Pub Cont Code §10262)
- 4. Prosecute the work as described in the Contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a federal-aid project, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives notice to you and your surety at least 5 business days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates the Contractor's control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the Contract.

At any time before final payment of all claims, the Department may convert a Contractor's control termination to a Contract termination.

8-1.14 CONTRACT TERMINATION

8-1.14A General

The Director may terminate the Contract if it serves the State's best interest. The Department issues you a written notice, implements the termination, and pays you.

8-1.14B Relief from Responsibility for Work

Upon receiving a termination notice:

- 1. Stop work
- 2. Notify subcontractors and suppliers of the Contract termination and stop Contract-related work
- 3. Perform the Engineer-ordered work to secure the job site for termination
- 4. Remove equipment
- 5. Subject to the Engineer's authorization, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

8-1.14C Responsibility for Materials

Upon receiving a termination notice, protect unused material until:

- 1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
- 2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
- 3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
- 4. The titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

8-1.14D Contract Acceptance after Termination

The Engineer recommends Contract acceptance after determining the completion of:

- 1. Work ordered to be completed before termination
- 2. Other work ordered to secure the project before termination
- 3. Material delivery and title transfer

The Department pays you under section 9-1.17.

8-1.14E Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines the payment for termination based on the following:

- 1. Direct cost for the work:
 - 1.1. Including:
 - 1.1.1. Mobilization.
 - 1.1.2. Demobilization.
 - 1.1.3. Securing the job site for termination.
 - 1.1.4. Losses from the sale of materials.
 - 1.2. Not including:
 - 1.2.1. Cost of materials you keep.
 - 1.2.2. Profit realized from the sale of materials.
 - 1.2.3. Cost of material damaged by:
 - 1.2.3.1. Act of God.
 - 1.2.3.2. Act of a public enemy.
 - 1.2.3.3. Fire.
 - 1.2.3.4. Flood.
 - 1.2.3.5. Governor-declared state of emergency.
 - 1.2.3.6. Landslide.

1.2.3.7. Tsunami.

1.2.4. Other credits.

- 2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
- 3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the Contract not been terminated.
- 4. Material handling costs for material returned to the vendor or disposed of as ordered.
- 5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

8-1.15-8-1.16 RESERVED

9 PAYMENT

Add the following Section 9-1.01A

9-1.01A COMPENSATION

The bid items shown in the bid proposal sheet represent full compensation for performing all work. Full compensation for any work for which there is no bid item shall be considered to be included in the various items of work.

Replace the headings and paragraphs of Section 9-1.03 with:

9-1.03 PAYMENT SCOPE

The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

- 1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
- 2. PLACs and taxes
- 3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

- 1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
- 2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in divisions I, II, and X is included in the payment for the bid items unless:

- 1. Bid item for the work is shown on the Bid Item List
- 2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

Notwithstanding anything to the contrary in these special provisions, full compensation for performing all work as shown, as specified, and as directed by the Engineer is considered to be included in the various bid items, and no additional payment will be made, except pursuant to a contract change order to perform work not shown and/or specified.

If one or more bid item(s) is/are not included, perform the work as shown and as specified and payment therefor is considered to be included in the various items of work.

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative unless the bid item is described as an alternative, in which case, the Department pays based on the details and specifications for that alternative.

The Department pays for change order work based on one or a combination of the following:

- 1. Bid item prices
- 2. Force account
- 3. Agreed price
- 4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

Replace the headings and paragraphs of section 9-1.07 with:

9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS DOES NOT APPLY TO THIS PROJECT

Replace Section 9-1.16F with:

9-1.16F Retentions

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

Add the following Section 9-1.23:

9-1.23 RESOLUTION OF CONTRACT CLAIMS

Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of California Public Contract Code Sections 20104-20104.6, inclusive. In addition, California Public Contract Code Section 9204 requires that the procedure established therein shall apply to all claims (as therein defined) filed by a contractor in connection with a public works project. Accordingly, this contract expressly incorporates all of the terms and conditions of those statutory provisions, which are as follows:

California Public Contract Code Section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 (C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with

Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

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

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

California Public Contract Code Sections 20104 – 20104.6

Section 20104

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

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

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

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a

public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

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

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

Section 20104.2

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventyfive thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

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

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

as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

Section 20104.4

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

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

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

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

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

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

Section 20104.6

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

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

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to the end of section 10-1.02C(2):

Protect any irrigation component to be relocated before performing any other construction activity in the area. Any irrigation facility damaged by the contractor shall be repaired at no extra cost to the County.

Replace Reserved in section 10-1.02C(3) with:

Transplant any plant to be transplanted before performing any other construction activity in the area.

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

12-1.04 FLAGGING COSTS

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Replace Section 12-3.01C With:

12-3.01C Construction

If channelizing devices are used on the project, perform all layout work necessary to place channelizing devices:

- 1. On the proper alignment
- 2. Uniformly at the location and spacing described
- 3. Straight on a tangent alignment
- 4. On a true arc in a curved alignment

If temporary traffic control devices are damaged, displaced, or stop operating or functioning as described from any cause during the progress of the work, immediately repair, repaint, or replace the components and restore them to their original locations and positions.

If ordered, furnish and place additional temporary traffic control devices. This work is not change order work if:

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD
- 3. Necessary for public safety or convenience as determined by the Engineer
- 4. Required to perform staged construction shown on the plans

Replace Section 12-3.03C With:

12-3.03C Construction

If plastic traffic drums are used on project, use 1 type of plastic traffic drum on the project.

Use the same type and brand of retroreflective sheeting for all plastic traffic drums used on the project.

Do not use sandbags or comparable ballast.

Moving plastic traffic drums from location to location if ordered after initial placement is not change order work if:

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD
- 3. Necessary for public safety or convenience as determined by the Engineer

4. Required to perform staged construction shown on the plans

Replace Section 12-3.10C With:

12-3.10C Construction

If barricades are used on the project, place each barricade such that the stripes slope downward in the direction road users are to pass.

Place each sand-filled bag near the ground level on the lower parts of the frame or stays to serve as ballast for the barricades. Do not place ballast on top of barricades or over any retroreflective barricade rail face that is facing traffic.

Do not remove barricades that are shown to be left in place at the time of work completion.

Moving a barricade from location to location is change order work if ordered after initial placement of the barricade unless.

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD
- 3. Necessary for public safety or convenience as determined by the Engineer
- 4. Required to perform staged construction shown on the plans

Replace Section 12-3.20C(1) With:

12-3.20C1 General

If type K temporary rail is used on the project, before placing Type K temporary railing on the job site, paint the exposed surfaces of the railing with white paint complying with the specifications for acrylic emulsion paint for exterior masonry.

Place Type K temporary railing on a firm, stable foundation. Grade the foundation to provide a uniform bearing surface throughout the entire length of the railing.

Structure excavation and backfill must comply with section 19-3 except compaction of earth fill placed behind Type K temporary railing in a curved layout is not required.

Place and maintain the abutting ends of PC concrete units in alignment without substantial offset from each other.

The drilling of holes and bonding of threaded rods or dowels must comply with the specifications for drilling and bonding dowels in section 51-1.

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel at each end of railing placed adjacent to a 2-lane, two-way highway and at the end facing traffic for railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, install the marker at the end of the skew nearest the traveled way. Type P marker panels must comply with section 82 except you must furnish the marker panels.

After removing Type K temporary railing:

- 1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the railing.
- 2. Remove all threaded rods or dowels to a depth of at least 1 inch below the surface of the concrete. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.

If the Engineer orders a lateral move of Type K temporary railing and repositioning is not shown, the lateral move is change order work unless:

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD
- 3. Necessary for public safety or convenience as determined by the Engineer

4. Required to perform staged construction shown on the plans

Replace Section 12-3.22C With:

12-3.22C Construction

If crash cushion modules are used on the project, use the same type of crash cushion module for a single grouping or array.

Temporary crash cushion arrays must not encroach on the traveled way.

Secure the sand-filled modules in place before starting an activity requiring a temporary crash cushion.

Maintain sand-filled temporary crash cushions in place at each location, including times when work is not actively in progress. You may remove the crash cushions during the work shift for access to the work if the exposed fixed obstacle is 15 feet or more from the nearest lane carrying traffic. Reset the crash cushion before the end of the work shift.

Immediately repair sand-filled temporary crash cushion modules damaged due to your activities. Remove and replace any module damaged beyond repair. Repair and replacement of temporary crash cushion modules damaged by traffic are change order work.

You may place sand-filled temporary crash cushion modules on movable pallets or frames complying with the dimensions shown. The pallets or frames must provide a full-bearing base beneath the modules. Do not move the modules and supporting pallets or frames by sliding or skidding along the pavement or bridge deck.

Attach a Type R or Type P marker panel to the front of the temporary crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial quality hardware or by other authorized methods. Attach the Type R marker panel such that the top of the panel is 1 inch below the module lid. Attach the Type P marker panel such that the bottom of the panel rests upon the pallet or roadway surface if pallets are not used.

A lateral move of a temporary crash cushion module is change order work if ordered and the repositioning is not shown, unless required for staged construction.

Remove sand-filled temporary crash cushion modules, including sand, pallets or frames, and marker panels, at Contract acceptance. Do not install sand-filled temporary crash cushion modules in the permanent work.

Replace section 12-3.31C with:

12-3.31C Construction

If portable flashing beacons are used on the project, remove portable flashing beacons from the traveled way at the end of each night's work. You may store the flashing beacon at selected central locations within the highway where designated by the Engineer.

Moving portable flashing beacons from location to location if ordered after initial placement is change order work unless:

- 1. Required to conform with your traffic control plan
- 2. Required to conform with the MUTCD
- 3. Necessary for public safety or convenience as determined by the Engineer
- 4. Required to perform staged construction shown on the plans

Replace Section 12-3.35B(6) with:

12-3.35B(6) User Interface

If the project includes an AWIS, the system must have a user interface to control the AWIS PCMS communications. The interface must be (1) software compatible with a Windows environment or (2) a web service accessed by a web browser.

Provide any software on a CD or other Engineer-authorized data-storage device.

The user interface must, at a minimum, provide the user with a list of AWIS PCMSs in the field, location information for each AWIS PCMS, and a real-time on-board display of the message in the field. Control options must, at a minimum, provide the user the ability to change the on-board messages and flash rate.

Replace the headings and paragraphs of Section 12-4 with: 12-4 MAINTAINING TRAFFIC

12-4.01 GENERAL

12-4.01A General

Section 12-4.01 includes general specifications for maintaining traffic through construction work zones.

If local authorities regulate traffic, notify them at least 5 business days before the start of job site activities. Cooperate with the local authorities to handle traffic through the work zone and to make arrangements to keep the work zone clear of parked vehicles.

12-4.01B Materials

Not Used

12-4.01C CONSTRUCTION

Furnishing and operating pilot cars is not change order work.

12-4.01D Payment

Not Used

12-4.02 TRAFFIC CONTROL SYSTEMS

12-4.02A General

12-4.02A(1) Summary

Section 12-4.02 includes specifications for providing a traffic control system to close traffic lanes, shoulders, and roadways.

A traffic control system for a closure includes the temporary traffic control devices described as part of the traffic control system. Temporary traffic control devices must comply with section 12-3.

12-4.02A(2) Definitions

designated holidays: Designated holidays are shown as "holidays" in Section 1-1.07B.

12-4.02A(3) Submittals

12-4.02A(3)(a) General

The Contractor shall prepare and submit to the County Construction Engineer for approval, a traffic control system plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control system plan shall be submitted to the County Construction Engineer as early as possible, preferably **five (5) working days** prior to pre-construction meeting. The Engineer will require five (5) working days to review the initial submittal of the traffic control system plan and an additional five (5) working days for each successive review.

No work at the project site whatsoever, including preparatory work such as the installation of construction project funding signs, shall commence until the traffic control system plan has been approved in writing by the Engineer. In the event that the traffic control system plan is not submitted timely, the Engineer may issue a notice of commencement of contract time prior to approval of the traffic control system plan, and working days will begin to accrue against the allotted contract time.

Late submittal of the traffic control plan or revisions thereafter required, due to the inadequacy of the plan, shall not be accepted as justification for the delay in the start of the working days for the project.

It shall be the Contractor's responsibility to provide, install, maintain, and remove any and all detour signage and traffic control devices and to obtain all permits, including permits from Caltrans, as may be necessary to establish detours as part of the contractor's traffic control plan.

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

12-4.02A(3)(b) Closure Schedules

One-way traffic shall be controlled through the project in accordance with the California Manual MUTCD and Caltrans Standard Plans T-11 and T-13 entitled "Traffic Control System for Lane Closure on Multilane Conventional Highways" and "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these special provisions. Night closure will not be permitted.

When traffic is under one way control on unpaved areas, the cones shown along the centerline on the plan need not be placed.

Every Monday by noon, submit a closure schedule request for planned closures for the next week.

The next week is defined as Sunday at noon through the following Sunday at noon.

Submit a closure schedule request 5 days before the anticipated start of any job site activity that reduces:

- 1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or fewer due to activities such as temporary barrier placement and paving
- 2. Vertical clearances of traveled ways, including shoulders, due to activities such as pavement overlays, overhead sign installation, or falsework girder erection

Submit closure schedule changes, including additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests at least 48 hours before the start time of the closure.

The Department notifies you of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

12-4.02A(3)(c) Contingency Plans for Closures

Submit a contingency plan for an activity that could affect a closure if a contingency plan is specified in the special provisions or if a contingency plan is requested.

If a contingency plan is requested, submit the contingency plan within 1 business day of the request.

The contingency plan must identify the activities, equipment, processes, and materials that may cause a delay in the opening of a closure to traffic. The plan must include:

- 1. List of additional or alternate equipment, materials, or workers necessary to ensure continuing activities and on-time opening of closures if a problem occurs. If the additional or alternate equipment, materials, or workers are not on the job site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.
- 2. General time-scaled logic diagram displaying the major activities and sequence of the planned activities. For each activity, identify the critical event that will activate the contingency plan.

Submit revisions to a contingency plan at least 3 business days before starting the activity requiring the contingency plan. Allow 2 business days for review.

12-4.02A(4) Quality Assurance

Reserved

12-4.02B Materials

Not Used

12-4.02C Construction

12-4.02C(1) General

Traffic will be controlled by flagmen by eyesight, radio (walkie talkie) or baton. In the event these methods do not work satisfactorily, as determined by the Engineer, a pilot car will be required.

The Engineer may require a pilot car to be used during earthwork operations in preparation of the grading plane or other operations when the Contractor's operations cover an area beyond the line of sight, or beyond the range of radios or when the baton method does not function satisfactorily.

Full compensation for furnishing and operating the pilot car, (including driver, radios, and any other equipment and labor required) shall be considered as included in the contract lump sum price paid for traffic control system and no further payment will be made therefor.

Work that interferes with traffic is limited to the hours when closures are allowed.

12-4.02C(3) Closure Requirements and Charts

12-4.02C(3)(a) General

Where 2 or more lanes in the same direction, including the shoulders, are adjacent to the area where the work is being performed, close the adjacent lane under any of the following conditions:

- 1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 mph
- 2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 mph

Closure of the adjacent traffic lane is not required during any of the following activities:

- 1. Work behind a barrier
- 2. Paving, grinding, or grooving
- 3. Installation, maintenance, or removal of traffic control devices except for temporary railing

12-4.02C(3)(b) - 12-4.02C(3)(n)

Reserved

12-4.02C(3)(o) Closure of Conventional County Roads

The type and location of signs, lights, flags, flagmen, and other traffic control and safety devices shall be in accordance with the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD) issued by the State of California, Department of Transportation (Caltrans).

Public traffic shall be permitted to pass through construction at all times unless otherwise specified herein.

Provide access to properties abutting the project site at all times.

When directed by the Engineer, traffic shall be routed through the work under one-way control.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

Lane closure is defined as the closure of a traffic lane or lanes within a single traffic control system.

No work that would require a lane closure shall be performed.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

The Contractor's attention is directed to private driveways and access roads. The driveways and access roads shall remain accessible at all times.

The Contractor's attention is directed to the access roads adjacent to the project site. Vehicular access to the channel bank access roads shall be maintained at all times.

12-4.02C(3)(o)–12-4.02C(3)(s) Reserved 12-4.02C(4)–12.4.02C(6) Reserved 12-4.02C(7) Traffic Control System Requirements 12-4.02C(7)(a) General

Control traffic using stationary closures.

If components of the traffic control system are displaced or cease to operate or function as specified, immediately repair them to their original condition or replace them and place them back in their original locations.

Vehicles equipped with attenuators must comply with section 12-3.23.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must have a Type II flashing arrow sign that must operate whenever the vehicle is used for placing, maintaining, or removing the components. For a stationary closure, vehicles with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components must display only the caution display mode. If a flashing arrow sign is required for a closure, activate the sign before the closure is in place.

12-4.02C(7)(b) Stationary Closures

Except for channelizing devices placed along open trenches or excavations adjacent to the traveled way, remove the components of the traffic control system for a stationary closure from the traveled way and shoulders at the end of each work period. You may store the components at authorized locations within the limits of the highway.

If a traffic lane is closed with channelizing devices for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as shown for the lane closure.

12-4.02C(7)(c) Moving Closures

For a moving closure, use a PCMS that complies with section 12-3.32 except the sign must be truck mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

If you use a flashing arrow sign in a moving closure, the sign must be truck mounted. Operate the flashing arrow sign in the caution display mode if it is being used on a 2-lane, two-way highway.

12-4.02C(8) Traffic Control System Signs

12-4.02C(8)(a) General

Traffic control system signs must comply with section 12-3.11.

12-4.02C(8)(b) Connector and Ramp Closure Signs

Inform motorists of a temporary closing of a (1) connector or a (2) freeway or expressway entrance or exit ramp using:

- 1. SC6-3(CA) (Ramp Closed) sign for closures of 1 day or less
- 2. SC6-4(CA) (Ramp Closed) sign for closures of more than 1 day

SC6-3(CA) and SC6-4(CA) signs must be stationary mounted at the locations shown and must remain in place and visible to motorists during the connector or ramp closure.

Notify the Engineer at least 2 business days before installing the sign and install the sign from 7 to 15 days before the closure.

12-4.02C(10)-12-4.02C(11) Reserved

12-4.02C(12) Failure to Provide Traffic Control.

If the Contractor does not provide the traffic control and it becomes necessary for the Engineer to notify the Contractor of his duties according to the Standard Specifications and these special provisions, the Contractor shall pay \$200 per 15-minute period or portion thereof to the County for all the time required to acquire the traffic control, including pilot car.

Such payment shall commence at the time notice of the improper traffic control condition is given to the Contractor or his authorized representative by the Engineer and shall terminate when the condition is corrected. Such payment will be deducted from the Contractor's payment.

In addition thereto, when it is necessary for the Engineer to perform the work, the Contractor shall pay the actual cost for the performance thereof. Such amount will be deducted from the Contractor's payment. This will be in addition to any penalties imposed in these special provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

12-4.02D Payment

There is no pay item for maintaining traffic or for traffic control system. Full compensation therefor is considered to be included in the various items of work, and no additional compensation will be allowed therefor.

12-4.03 FALSEWORK OPENINGS

Reserved

12-4.04 PEDESTRIAN FACILITIES

12-4.04A General

Section 12-4.04 includes specifications for providing temporary pedestrian facilities.

Temporary pedestrian facilities must comply with section 16-2.02.

12-4.04B Materials

Not Used

12-4.04C Construction

If pedestrian traffic is allowed to pass through work areas, provide a temporary pedestrian facility through the construction areas within the highway. Include a protective overhead covering as necessary to ensure protection from falling objects and drippings from overhead structures.

If an activity requires a closure of a walkway, provide another walkway nearby, off of the traveled way.

Where pedestrian openings through falsework are required, provide a temporary pedestrian facility with a protective overhead covering during all bridge construction activities.

12-4.04D Payment

Not Used

13 WATER POLLUTION CONTROL

Replace 13-1.01A with:

13-1.01A Summary

Section 13-1 includes general specifications for preventing, controlling, and abating water pollution within waters of the State.

Information on forms, reports, and other documents is in the following Caltrans manuals:

- 1. Field Guide to Construction Site Dewatering
- 2. Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- 3. Construction Site Best Management Practices (BMPs) Manual
- 4. Construction Site Monitoring Program Guidance Manual

You may view these manuals at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website or purchase them at the Caltrans Publication Distribution Unit.

A WPCP and a SWPPP must comply with the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the Construction stormwater website.

Replace Section 13-1.01D92) with

13-1.01D(2) Regulatory Requirements

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002 (Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

http://www.waterboards.ca.gov/water issues/programs/stormwater/constpermits.shtml

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities; Order No. 2014-0057-DWQ, CAS000001 (Industrial General Permit), issued by the SWRCB. For the Industrial General Permit, go to the SWRCB website.

For a batch plant and crushing plant outside a job site or within a job site that serves one or more contracts, obtain coverage under the Industrial General Permit before operating a batch plant to manufacture concrete, HMA, or other material or a crushing plant to produce rock or aggregate.

This Project disturbs acres of soil.

A WPCP is required for this project.

Replace Section 13-1.01D(4)(b) with:

13-1.01D(4)(b) Qualifications

The WPC manager must:

- 1. Comply with the requirements provided in the Construction General Permit for:
 - 1.1. QSP if the project requires a WPCP
 - 1.2. QSD if the project requires a SWPPP
- 2. Complete the stormwater management training described at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website

Replace Section 13-3.01C(2)(b)(iv) with:

13-3.01C(2)(b)(iv) Sampling and Analysis Plan

If a sampling and analysis plan is required, submit a sampling and analysis plan that complies with the Caltrans *Construction Site Monitoring Program Guidance Manual*.

The sampling and analysis plan must describe:

- 1. Sampling equipment and sample containers.
- 2. Preparation of samples.
- 3. Collection and holding times.
- 4. Field measurement methods.
- 5. Analytical methods.
- 6. Quality assurance and quality control.
- 7. Sample preservation and labeling.
- 8. Collection documentation, including the names of personnel collecting samples and their training.
- 9. Shipment of samples.

- 10. Chain of custody.
- 11. Data management and reporting.
- 12. Precautions from the construction site health and safety plan, including procedures for collecting samples during precipitation. List the conditions under which you are not required to collect samples, such as:
 - 12.1. Dangerous weather
 - 12.2. Flooding or electrical storms
 - 12.3. Times outside of normal working hours
- 13. Procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event for a risk level 2 or risk level 3 project.
- 14. Procedures for collecting effluent samples at all locations where the stormwater is discharged off the job site.

The sampling and analysis plan must identify the State-certified laboratory that will perform the analyses. For a list of State-certified laboratories, go to the SWRCB's website.

Submit a revised plan if discharges or sampling locations change because of changed work activities or knowledge of site conditions.

Replace Section 13-3.01C(5) with:

13-3.01C(5) Annual Certification

Submit an annual certification of compliance as described in the Caltrans *Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual* before July 15th of each year.

Replace Section 13-4.03G with:

13-4.03G Dewatering

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

If dewatering is required, perform dewatering work as specified for the work items involved, such as a temporary ATS or dewatering and discharge.

If dewatering and discharging activities are not specified for a work item and you perform dewatering activities:

- 1. Conduct dewatering activities under the Caltrans Field Guide for Construction Site Dewatering.
- 2. Ensure any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
- 3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
- 4. Do not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Immediately notify the Engineer upon discovering any such condition.

Replace Section 13-5.04 with:

13-5.04 PAYMENT

There is no pay item for water pollution control or for any associated work. Full compensation therefor is considered to be included in the various items of work, and no additional compensation will be allowed therefor.

Replace Section 13-6.04 with:

13-6.04 PAYMENT

There is no pay item for water pollution control or for any associated work. Full compensation therefor is considered to be included in the various items of work, and no additional compensation will be allowed therefor.

Replace Section 13-7.03D with:

13-7.03D Payment

There is no pay item for water pollution control or for any associated work. Full compensation therefor is considered to be included in the various items of work, and no additional compensation will be allowed therefor.

14 ENVIRONMENTAL STEWARDSHIP Add Section 14-12.04:

14-12.04 RELATIONS WITH SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)

You are responsible for compliance with all applicable SJVAPCD regulations and requirements. This section is provided for your information, and nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations.

In accordance with SJVAPCD Regulation VIII – Fugitive PM10 Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is required prior to commencement of any dust generating activities. The County has filed a dust control plan with the SJVAPCD and has paid the application fee. A copy of the dust control plan filed by the County is included in "Project Details" of these special provisions.

Prepare and submit proposed modifications to the dust control plan to provide any information which is identified as "to be determined" on the dust control plan filed by the County and to modify the dust control plan to the extent necessary to accurately reflect your proposed operations. The Engineer completes the review within two working days after receipt thereof. In the event that the Engineer determines your submittal as incomplete or inadequate submit a corrected plan. The Engineer completes review of any resubmittal within two working days after receipt thereof.

Upon approval by the Engineer, submit the proposed modified dust control plan to the SJVAPCD. Pay to the SJVAPCD any fees which may be required for any modifications of the dust control plan. You are solely responsible for prompt preparation and submittal to the Engineer, and immediately upon approval by the Engineer, submittal to the SJVAPCD of all proposed modifications to the dust control plan.

Do not commence work until the SJVAPCD has approved or conditionally approved the dust control plan and the Engineer authorizes. When a modification to an approved dust control plan is under consideration do not perform work which is inconsistent with the approved dust control plan prior to receiving written approval.

Compensation for delays associated with review and approval of dust control plans is only considered in the event that: 1) the Engineer fails to review any modified dust control plan submitted by the Contractor within two working days after submittal thereof by the Contractor; or 2) the SJVAPCD fails to review and to either approve or disapprove a modified dust control plan within 30 calendar days after their receipt thereof. Disapproval of a proposed modification to the dust control plan by the Engineer or by the SJVAPCD shall not be considered as a basis for an extension of contract time nor as the basis for any additional compensation. Only in the event that it is determined by the Engineer that the Contractor was unreasonably delayed, through no fault of the Contractor, will compensation for delays be considered in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

It is your responsibility to be fully informed of the requirements of the Dust Control Plan and all rules, regulations, plans and conditions that may govern your operations and to conduct the work accordingly.

You must comply with the modifications to the Dust Control Plan approved by the SJVAPCD and accepted by the Engineer. Ensure the provisions of this section and SJVAPCD-approved modifications to the Dust Control Plan is made part of every subcontract executed pursuant to this contract.

Replace Section 14-12.04–14.12.08 With:

14-12.05-14.12.08 RESERVED

Add Section 80-11:

80-11 TEMPORARY CHAIN LINK FENCES

80-11.01 TEMPORARY FENCE - Temporary fence shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Except as otherwise specified in this section, temporary fence shall conform to the plan details and the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Posts shall be either metal or wood at the Contractor's option.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for metal posts will not be required.

Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed temporary fence materials that are not damaged may be constructed in the permanent work provided the materials conform to the requirements specified for the permanent work and such materials are new when used for the temporary fence.

Holes caused by the removal of temporary fence shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.03, "Construction" of the Standard Specifications.

The various types and kinds of temporary fence will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence shall be considered as included in the contract prices paid per lump sum for the various types of temporary fence and no additional compensation will be allowed therefor.

80-11.02 NO TRESPASSING SIGNS - No Trespassing signs shall be furnished and installed in accordance with these special provisions.

The warning signs shall be permanently affixed to the temporary chain link fences at the well site as shown in the site plan in the project Details of these specifications.

Signs shall be English and Spanish.

The base material of the warning signs shall be 0.063 inch thick aluminum. The signs shall have bold black lettering on white background, shall be 12" high by 18" long and attached to the existing chain link

fencing with a minimum of two 14 gauge steel wires. The background and lettering material shall be vinyl. The signs shall be placed 4' 6" above the surrounding ground. The signs shall indicate:

NO TRESPASSING

The Contractors attention is directed to the "Project Details" of these special provisions for warning sign details.

DELETE DIVISION III THROUGH DIVISION XII, EXCEPT SECTION 80 FENCES AND REPLACE WITH THE FOLLOWING

TABLE OF CONTENTS

DIVISION01 - GENERAL REQUIREMENTS

- 01 00 05 Specifications
- 01 11 00 Description of Work and Schedule Constraints
- 01 11 05 Engineer's Status During Construction
- 01 11 10 Coordination of Work
- 01 20 00 Measurement & Payment
- 01 22 00 Explanation of Bid Items
- 01 26 13 Requests for Interpretation
- 01 31 19 Project Meetings
- 01 33 00 Submittal Procedures
- 01 35 00 Material Substitution Procedures
- 01 42 13 Definitions & Abbreviations
- 01 43 00 Quality Control and Testing
- 01 50 00 Temporary Facilities
- 01 57 50 Construction Staking, Lines, and Grades
- 01 77 00 Contract Closeout

DIVISION 31 - EARTHWORK

31 11 00 Clearing and Grubbing

DIVISION 33 - UTILITIES

33 21 13 Water Well Drilling

SECTION 01 00 05

SPECIFICATIONS

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall keep on the job a copy of the Plans and Specifications and shall at all times give the Owner and Engineer access thereto.
- B. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- C. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the Plans and Specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
- D. Change Orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above. Detailed Plans shall have precedence over general Plans.
- E. Whenever any conflict appears in any portions of the Contract Documents, it shall be resolved by application of the order of precedence.
- 1.2 GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS
 - For definitions of the Specifications categorized as General Requirements and Technical Specifications refer to Section 01 42 13 – Definitions and Abbreviations.

1.3 REFERENCE DOCUMENTS

- A. For a definition of Reference Documents and State Standard Specifications refer to Section 01 42 13 Definitions and Abbreviations.
- B. Throughout the following Specification sections, references are made to various widely published, standard and commercial specifications, manuals, or codes of technical societies, organizations, or associations. These specifications are intended to amplify the descriptions of materials, equipment, and construction systems. The Contractor shall caution each of his Subcontractors to become familiar with the contents of the pertinent portions of these Reference Documents. The following Reference Documents are the most widely used, and are cited or referred to in each of the following sections of these Specifications:
 - 1. American Society of Testing Materials (ASTM)

- 2. American National Standards Institute (ANSI)
- 3. American Standards Associations (ASA)
- 4. American Concrete Institute (ACI)
- 5. Federal Specifications, as applicable.
- 6. California Building Code
- 7. California Plumbing Code
- 8. National Electric Code
- 9. Construction Safety Orders of the Division of Industrial Relations latest edition.
- C. Each citation of a Reference Document shall be construed to refer to the latest published revision of such specification as of the date of the invitation for bids and to such portions of it that relate and apply directly to the material or installation called for on this job. The Engineer will give no consideration to any claimed ignorance as to what a cited Reference Document contains, since such Subcontractor on a project of this scope is deemed to be experienced and familiar with his own trade to be experienced and familiar with his own trade to be experienced and familiar with his own trade standards of quality.
- D. Whenever references are made to any of the above-mentioned Reference Documents or testing methods in the governing Building Codes, the requirements of those Reference Documents shall govern, insofar as they are not in contravention with maxima or minima prescribed by documents designated in the Building Code.

LIST OF DRAWINGS

E. The Work shall conform to the following Drawings located in the Project Details:

	SHEET
TITLE	NUMBER
COUNTY OF FRESNO FIVE POINTS WATER	
SYSTEM IMPROVEMENTS PROJECT	
PILOT HOLE TESTING	
Site Plan	1
Pilot Hole Drilling Detail	2

1.4 OCCUPATIONAL SAFETY AND HEALTH ACT

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

1.5 COMPLIANCE WITH ALL LAWS AND CODES

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

SECTION 01 11 00

DESCRIPTION OF WORK AND SCHEDULE CONSTRAINTS

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Work consists of furnishing all labor, materials and equipment necessary to construct one new pilot hole within County of Fresno for the purpose of studying groundwater for a potential community water well. The work will consist of initially installing and cementing a conductor casing and drilling the pilot hole to the depth stated in Part 3 Section 3.5 of the Technical Specifications, and in accordance with the Drilling Details, using the reverse circulation method of drilling and collecting zone specific water samples. Once sampled, abandon pilot hole as described herein these specifications.
- B. The construction site is located in Westside School District grounds near the community of Five Points, in Fresno County, California.
- C. The primary components are generally described as follows:
 - 1. Install and ground conductor casing.
 - 2. Drill borehole in turn to total depth, collect cutting samples and perform electric logs.
 - 3. Destroy pilot hole

1.2 BEGINNING OF WORK

- A. The Contractor shall begin work as stated in Section 8-1.04A Start of Job Site Activities.
- 1.3 TIME OF COMPLETION
 - A. The Contractor shall substantially complete all work as stated in Section 8-1.04A Start of Job Site Activities
- 1.4 TIME CONSTRAINTS
 - A. Contractor shall supervise, inspect, and direct the Work competently and apply such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the specific means, methods, techniques, sequence, or procedure of construction required to complete the project as specified by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

SECTION 01 11 05

ENGINEER'S STATUS DURING CONSTRUCTION

PART 1 GENERAL

1.1 VISITS TO SITE

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, will determine, in general, if the Work is proceeding in accordance with the Contract Documents..
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Section 1.4, below. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- C. Review of the Work by the Engineer shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.
- D. No oral or telephonic agreement or conversation with any officer, agent or employee of the Owner or the Engineer, or with the Engineer, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the Contract Documents.

1.2 AUTHORIZED VARIATIONS IN WORK

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

1.3 REJECTING DEFECTIVE WORK

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Neither this authority nor the Engineer's good faith judgment to reject

or not reject any work shall subject the Engineer to any liability or cause of action by the Contractor, subcontractors, or any other suppliers or persons performing work on the Contract.

1.4 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

- A. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

SECTION 01 11 10 COORDINATION OF WORK

PART 1 GENERAL

1.1 RESPONSIBILITY OF CONTRACTOR

- A. If any part of the Work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work of others that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the work of others as fit and proper except as to defects which may develop in the work of others after execution of the Work by the Contractor.
- B. It is the responsibility of the Contractor to properly secure the site at all times with temporary fencing as described herein these specifications to avoid from any non-authorized person to enter at the jobsite.

1.2 WORK INVOLVED WITH EXISTING SYSTEM

A. Existing materials and equipment removed not designated to be salvaged for Owner in the execution of the Work shall become the property of the Contractor and shall be removed from, and disposed of, off the site by the Contractor in an acceptable and lawful manner.

1.3 COORDINATION OF WORK

A. The Contractor shall maintain overall coordination for the execution of the Work. Based on the Construction Schedule prepared in accordance with these Specifications, he shall obtain from each of his subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating required modifications.

SECTION 01 20 00

MEASUREMENT & PAYMENT

PART 1 GENERAL

1.1 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.
- B. After the work has been completed, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be measured. Compensation for such incidental work is considered to be included in the various items of work bid.

1.2 PARTIAL PAYMENT

- A. Attention is directed to Section 9-1.06 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
 - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, properly stored in a secured fenced area subject to, or under the control of, the owner and local agency, and unused. Contractor shall submit copies of invoices of materials to support values. Materials stored shall be installed within 60 days of delivery for payment eligibility.
- B. Payment shall not relieve the Contractor from its obligations under the Contact; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 7-1.15 of the State Standard Specifications.

1.3 FINAL PAYMENT

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of County of Fresno Board which occurs far enough after Final Completion to allow for agendizing County of Fresno Board approval of the Notice.
- B. Final payment will be due thirty-five (35) days after the recording of the Notice of Completion by the Owner.
- C. Upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Bidder's Proposal hereto attached. Payments on account thereof will be made as set forth in these Specifications.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

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

and shall designate the Contractor as the beneficial owner

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

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

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

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

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

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

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

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

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

On behalf of Owner: Agent:	On behalf of Contractor:	On behalf of Escrow
Title	Title	Title
Name	Name	Name
Signature	Signature	Signature
Address	Address	Address

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

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

Owner	Contractor		
Title	Title		
Name	Name		
Signature	Signature		

SECTION 01 22 00

EXPLANATION OF BID

ITEMS

PILOT HOLE TESTING

PART 1 - EXPLANATION OF BID ITEMS

1.1 GENERAL

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

- A. Unless otherwise specified in the Technical Specifications, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule. For materials specified to be measured in place in a structure, the actual volume within the neat lines of the structure, as shown on the contract drawings, will be the basis for computing quantities.
- B. After the work has been completed, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for.
- D. For those bid items identified with a final pay quantity, Section 9-1.02C, "Final Pay Items," of the State Standard Specifications shall apply in its entirety excepting that the words therein, "Engineer's Estimate," shall be replaced with the words, "Bid Proposal," signifying the Bid Schedule provided as part of the Bidder's Proposal of these Specifications.

1.2 BASE BID ITEMS:

BID ITEM NO. 1- Mobilization/Demobilization, Insurance, and Bonds

This item is a lump sum bid item shall include mobilization/demobilization for well drilling, site work and sanitary facilities. This bid item also includes obtaining all required bonds, insurance, permits (including but not limited to well drilling), licenses, and fees for the entire project. This bid item shall also include provisions for protection of workers and the public from any hazards that may occur during construction including dust control, protection and support of existing facilities, pot holing and locating existing utilities, general project clean up, and all costs for miscellaneous work shown and described in the Contract Documents, not included in other bid items. This bid item shall also include provisions and necessary work to leave the site, to the extent possible as pre-existing conditions

BID ITEM NO. 2 – Clearing and Grubbing

This bid item is a lump sum bid for the cost of all work involved in clearing and grubbing the project site. Areas shall stripped of surface vegetation, including clearing and grubbing of all trees, vines, stumps, roots, concrete, removing and replacing fencing for site access, debris and unsuitable material, within the project site area including fill slopes, temporarily stockpiling unsuitable material during construction and related work. This bid item shall be paid at the lump sum price bid. Payment will be prorated based on the percentage of contract work completed.

BID ITEM NO. 3 – Traffic Control

This bid item is a lump sum bid item for the cost for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in implementing necessary traffic control measures as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

BID ITEM NO. 4 – Job Site Management

This bid item is a lump sum bid item for the cost of all work involved with job sit management and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for all the work involved in spill prevention and control, material management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous, waste resulting from your activities, as specified in these Standard Specifications and these special provisions, and as ordered by the Engineer.

BID ITEM NO. 5– Water Pollution Control

This bid item is a lump sum bid item for the cost of water pollution control and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in preparing, implementing, maintaining, inspecting, and removing water pollution control practices in accordance with the approved WPCP as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

BID ITEM NO. 6 – Project Funding Signage

This bid item is a lump sum bid item for the cost for furnishing all labor, materials, tools, and equipment necessary to place a funding sign at a prominent location, as designated by the County. The sign shall be at least four feet tall by eight feet wide and made of $\frac{3}{4}$ inch thick exterior grade plywood. The sign shall be supported by two 16 feet tall, 4x4 smooth wood posts, painted white. The template for the project funding sign is included in the project details of these specifications. The sign should be kept in good condition for the duration of construction.

BID ITEM NO. 7 – Temporary Fencing and No Trespassing signs

This bid item is a lump sum bid item for the cost for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing temporary fencing around the perimeter of the project site. The temporary fencing and all other related appurtenances shall conform to the standards listed in section 80-11 of these specifications. The temporary fencing barrier shall also include a minimum of three (3) "No Trespassing" signs as specified herein these specifications. The Contractor shall be responsible for protecting the project location from any unauthorized access for the duration of the project.

BID ITEM NO. 8 – Furnish and Install 22-inch Diameter Conductor Casing with Seal

This bid item is a unit price bid for furnishing and installing 22-inch diameter conductor casing and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment and material to complete the installation as described herein, including the cement seal outside of casing, and no additional compensation will be made therefore. The quantities may be increased, decreased, or deleted entirely by Owner, with no change in unit price.

BID ITEM NO. 9 – Drill Pilot Hole (to 1,200 feet total depth)

This bid item is a unit price bid for drilling a pilot borehole from the bottom of the conductor casing to the specified depth and shall be per lineal foot completed, and shall be full compensation for furnishing all labor, equipment and material, including electric log and plumbness testing, to complete the installation as described herein, and no additional compensation will be made therefore. The quantities may be increased, decreased, or deleted entirely by Owner, with no change in unit price.

BID ITEM NO. 10– Collect Depth Zone Samples

This bid item is a unit price bid for installation of the formation sampling tool, collection of individual depth zone samples, including bentonite, sand, and gravel, and shall be per zone sampled, and shall be full compensation for furnishing all labor, equipment and material to complete the sample collection including but not limited to bentonite clay and sand, and as described herein, and no additional compensation will be made therefore.

The quantities may be increased, decreased, or deleted entirely by Owner, with no change in unit price.

change in unit price.

BID ITEM NO. 11 – Destroy Pilot Hole

Lump sum bid item for destroying the Pilot Hole, and shall be full compensation for furnishing all labor, equipment and material to complete the work as described herein, and no additional compensation will be made therefore.

SECTION 01 26 13

REQUESTS FOR INTERPRETATION

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for handling and processing Requests for Interpretation (RFI).
- B. Requests for Interpretation are intended for requesting clarification and interpretation of Contract Documents due to apparent inconsistencies, errors or omissions in the Contract Documents, and due to unanticipated existing conditions.
- C. An RFI which fails to comply with the requirements of this section will be returned to the Contractor for correction without the benefit of the Engineer's response.
- D. No extension of Contract Time will be granted due to the Contractor's failure to transmit an RFI to the Engineer sufficiently in advance of the Work to permit processing.
- E. The Owner reserves the right to assess the Contractor for the costs of the Engineer's response to an RFI which the Owner deems as being frivolous or unnecessary.
- F. The RFI form is provided at the end of this section.
- 1.2 PROCEDURE
 - A. Only after the Contractor has thoroughly reviewed all Contract Documents and other data available to the Contractor, shall the Contractor submit an RFI to the Engineer.
 - B. All RFI's shall utilize the provided RFI form noted above and shall indicate which drawings, details, and specifications need clarification. The RFI should be explicit in what interpretation or information is required. Each submitted RFI shall only address a single subject or issue; and shall be numbered in sequence of submittal.
 - C. RFI's shall be submitted to the Engineer at least 10 calendar days before a response is needed.
 - D. The Engineer will log each received RFI along with the date of receipt and name of the individual submitting.
 - E. The Engineer will provide written responses to RFI's within 5 regular working days.

PART 2 PRODUCTS

NOT USED

Requests for Interpretation 01 26 13–1

PART 3 EXECUTION

NOT USED

END OF SECTION

Requests for Interpretation 01 26 13–2

REQUEST FOR INFORMATION	/ INTERPRETATION
--------------------------------	------------------

Project:		RFI Number:
		From:
To:	County of Fresno	Date:
Request	:	
Request	ed Date/Time for Response:	

Signed by:_____

Response:

Attachments			
Response From: To:	Date Received:	Date Returned:	
Signed by:			
Copies: Owner Consultants			File

Requests for Interpretation 01 26 13–3

SECTION 01 31 19

PROJECT

MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

- A. Upon approval of the contract or at an earlier time if mutually agreeable, the Engineer will arrange a preconstruction conference to be attended by the Contractor, Contractor's superintendent, the Engineer, and representatives of utilities, major subcontractors, County of Fresno and others involved in the execution of the Work.
- B. The purpose of this conference shall be to establish a working understanding between the parties and to discuss the Construction Schedule, Critical Path Method format required, shop drawing submittals and processing, applications for payment and their processing, and such other subjects as may be pertinent for the execution of the Work.

1.2 PROGRESS MEETINGS

- A. The Engineer shall arrange and conduct progress meetings. These meetings shall be conducted weekly, unless designated otherwise and shall be attended by the Engineer or his representative, Contractor, Contractor's superintendent and representatives of all subcontractors, utilities, and others, that are active in the execution of the Work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and in general, coordinate and expedite the execution of the Work.
- B. The agenda of progress meetings shall include review of progress and schedule, of payment request, of the latest Construction Schedule update, and of the record documents.

1.3 PROGRESS AND SCHEDULE REVIEW

- A. The progress of the Work and the Construction Schedule shall be reviewed to verify:
 - 1. Actual start and finish dates of completed activities since the last progress meeting.
 - 2. Durations and progress of all activities not completed.
 - 3. Reason, time, and cost data for Change Order work that is to be incorporated into the Construction Schedule or payment request form.

- 4. Payment due to the Contractor based on percentage complete of items in the submitted payment request.
- 5. Reasons for, and duration of, required revisions in the Construction Schedule.
- 6. After each monthly update, the Contractor shall submit to the Engineer three (3) prints of the last accepted Construction Schedule, revised in accordance with the monthly review.

1.4 REVIEW OF PAYMENT REQUEST

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

SECTION 01 33 00

SUBMITTAL

PROCEDURES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work described in this section includes general requirements and procedures related to the preparation and transmission of submittals to include Shop Drawings, Samples, Manuals, and Record Drawings
- 1.2 RELATED WORK
 - A. General Conditions
 - B. Individual equipment specifications

1.3 GENERAL

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - 1. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - 3. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Submit each submittal document under separate cover or transmittal. Transmittal shall include the following identification data, as applicable:
 - 1. Contract number
 - 2. Project name and location

- 3. Submittal number and revision
- 4. Product identification
- 5. Applicable contract drawing number, specification section, and paragraph number
- 6. Stamp Space: Blank space of approximately 2-1/2 inches high by 4 inches wide adjacent to the identification data to receive Engineer's status stamp.
- 7. Contractor's certification statement as described below
- C. To each submittal affix the following signed Certification Statement.
 - 1. "Certification Statement: By this submittal, we hereby represent that we have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and we have checked and coordinated each item with other applicable approved drawings and all Contract requirements."
- D. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- E. Furnish neat, legible, and sufficiently explicit detail to enable proper review for Contract compliance.
- F. Contractor assumes all risks of error and omission.
- G. Work performed before approval, or not conforming to approved submittals, shall be at Contractor's risk.
- H. Submittal requirements contained in this specification are in addition to specific submittal requirements contained in individual equipment specification sections.

1.4 APPROVAL PROCESS

A. Submittals shall be submitted in sufficient time to allow the Engineer not less than 10 regular working days for examining the Shop Drawings and Samples. Engineer will provide review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

- B. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- C. Engineer's review of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has given Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the Contract Documents and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
- E. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- F. Submittals will be returned, marked with one of the following classifications:
 - 1. NO EXCEPTIONS TAKEN: Accepted subject to its compatibility with further submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown in the partial submittal.
 - 2. MAKE CORRECTIONS NOTED: Same as F-1, except that minor corrections as noted shall be made by the Contractor. No resubmittal required.
 - 3. REVISE AND RESUBMIT: Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer. Re-submittal is required.
 - 4. SUBMIT SPECIFIED ITEM: Minor item in submittal missing or incomplete. Submit data, specifications, drawings covering specified item only. Submittal shall be referenced to the main submittal under review.
 - 5. REJECTED: Submitted item does not conform to Plans and Specifications in a major respect, i.e: wrong item, wrong size, model, capacity, or material. Re-submittal is required.

PART 2 SUBMITTAL DOCUMENTS

- 2.1 SHOP DRAWINGS
 - A. Unless otherwise noted in the individual specification sections, submit five (5) sets of shop drawings.

- B. All catalog and specification sheets shall be clearly marked to indicate the specific model number and configuration to be used. Items not applicable to the project shall be crossed out.
- C. Show complete and detailed fabrication; assembly and installation details; wiring and control diagrams; catalog data; pamphlets; descriptive literature; and performance and test data.
- D. Include calculations or other information sufficient to show comprehensive description of structure, equipment, or system provided and its intended manner of use.
- E. Include Manufacturer's installation recommendations.

2.2 SAMPLES

- A. Unless otherwise noted in the individual specification sections, submit three (3) samples of each item.
- B. Samples shall be representative of the actual material proposed for use in the project and of sufficient size to demonstrate design, color, texture, and finish.
- C. Permanently attach to each sample
 - 1. The contract number
 - 2. Project name and location
 - 3. Product identification
 - 4. Applicable contract drawing and specification section number
 - 5. Subcontractor's, vendor's and/or manufacturer's name, address, and telephone number.
- D. Certain samples may be tested for specific requirements by the Owner and/or Engineer prior to approval. Failure of sample to pass tests will be sufficient cause for refusal to consider further samples of the same brand and make.
- E. Rejected samples will be returned upon request, and resubmittals shall consist of new samples.

2.3 RECORD DRAWINGS

- A. Maintain 1 record copy of Contract Documents at site in good order and annotated to show revisions made during construction. Keep annotations current for possible inspection.
 - 1. Make record drawings available to Engineer at all times during life of Contract

- 2. Drawings: Made part of record drawings and to include:
 - a. Contract Drawings: Annotate or redraft, as required, to show revisions, substitutions, variations, omissions, and discrepancies made or discovered during construction concerning location and depth of utilities, piping, ductbanks, conduits, manholes, pumps, valves, vaults, and other equipment. Make revisions and show on all drawing views with actual dimensions established to permanent points.
 - b. Working/Layout Drawings: When required as submittals, record actual layouts of conduit runs between various items of electrical equipment for power, control, and instrumentation; wire sizes, numbers, and functions; configuration of conduits; piping layouts; and duct layouts. Add sections
- 3. Before preliminary inspection, furnish reproducible of record drawings. At completion of Contract and before final payment is made, furnish Engineer one set of reproducibles of finally approved record drawings reflecting revisions herein described.

2.4 OPERATION AND MAINTENANCE MANUALS

- A. Furnish Operation and Maintenance Manuals for various types of equipment and systems, as required by Contract Documents. Operation and Maintenance Manuals shall be provided for all mechanical and electrical equipment. Unless otherwise indicated, furnish separate manual for each piece of equipment and system. If manual contains other items or equipment, indicate where specified items are located in manual. Include in manual complete information necessary to operate, maintain, and repair specific equipment and system furnished under this Contract, and include the following specific requirements;
 - 1. Contents.
 - a. Table of Contents and Index.
 - b. Brief description of equipment/system and principal components.
 - c. Starting and stopping procedures, both normal and emergency.
 - d. Installation, maintenance, and overhaul instructions including detailed assembly drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, supplier's address, and telephone number.
 - e. Recommended schedule for servicing, including technical data sheets that indicate weights and types of oil, grease, or other lubricants recommended for use and their application procedures.

- f. One copy of each component wiring diagram and system wiring diagram showing wire size and identification.
- g. One reviewed and stamped copy of each submittal with changes made during construction properly noted, including test certificates, characteristic curves, factory and field test results.
- h. For electrical systems, include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on equipment or inside cubicles, control and protective schematics, and recommended relay settings.
- 2. Material:
 - a. Covers: Oil, moisture, and wear resistant 9 inches by 11-1/2 inches size.
 - b. Pages: 60 pound paper 8-1/2 inches by 11 inches size with minimum of 2 punched holes 8-1/2 inches apart reinforced with plastic, cloth, or metal.
 - c. Fasteners: Metal screw post or Acco metal strap type.
 - d. Diagrams and Illustrations: Attach foldouts, as required.
- B. Copies:
 - 1. Submit five (5) preliminary copies of manuals for review and approval no later than date of shipment of equipment. Installation shall not begin until manuals are accepted by Engineer. Include in preliminary copies all items required under "Contents" above. Three copies will be marked and returned to Contractor.
 - 2. Deliver seven (7) copies of finally approved manuals to Engineer before startup.

PART 3 EXECUTION

NOT USED

END OF SECTION

Submittal Procedures 01 33 00–6

SECTION 01 35 00

MATERIAL SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 GENERAL

- A. The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications, or on the Plans.
- B. All materials required to complete the work under this contract shall be furnished by the Contractor, unless otherwise stated.
- C. It shall be the duty of the Contractor to call the Engineer's attention to apparent errors or omissions and request instruction before proceeding with the Work. The Engineer may, by appropriate instructions, correct said apparent errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

1.2 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor.
- B. Revisions: Changes to Contract Documents requested by Owner or Engineer.
- C. Options: Specified options of products and construction methods included in Contract Documents.

1.3 TRADE NAMES AND ALTERNATIVES

A. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify highest grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every practical respect to those mentioned herein, as determined by the Engineer.

1.4 SAMPLES

- A. At the option of the Engineer, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Samples representative of the character and quality of materials shall be submitted by the Contractor. Samples shall be of sufficient quantities or amounts for testing or examination.
- B. All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.
- C. The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until the Engineer has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Engineer, or his designated representative, in the presence and with the assistance of the Contractor.

1.5 SUBMITTALS

- A. Material Submittals shall be made in accordance with Caltrans Standard Specifications Section 5-1.23 and Section 01 33 00 of these specifications.
- 1.6 INSPECTION OF MATERIALS BY THE CONTRACTOR
 - A. Contractor shall make a close inspection of all materials as delivered, and shall promptly return all defective materials without waiting for their rejection by the Engineer.

1.7 CERTIFICATES OF COMPLIANCE

- A. A Certificate of Compliance may be required for certain materials and equipment that become final products of the completed Work. Certificates of Compliance shall be furnished prior to the use of any materials for which these Specifications require that such a certificate be furnished. In addition, when so authorized in these Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.
- B. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Specifications.
- C. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the certificate.
- D. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate

of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Plans and Specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

- E. The County of Fresno reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
 - 1. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

1.8 MANUFACTURER TESTING

- A. At the option of the Engineer, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Engineer written notification well in advance of actual readiness of materials and equipment to be tested and inspected at point of origin.
 - 1. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or re-inspection at the site of the Work.
 - 2. Materials and equipment which will require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection.

1.9 MANUFACTURERS' RECOMMENDATIONS

- A. All equipment specified and used in the project shall be installed in accordance with the approved manufacturer's current written recommendations.
- B. All such equipment, material, etc., shall be of the manufacturer's latest system or line.

1.10 SUBSTITUTIONS

- A. Conditions: Contractor's substitutions shall be considered when one or more conditions are satisfied, as determined by the Engineer. (The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.)
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents.

- 3. Request is timely, fully documented and properly submitted.
- 4. Request is directly related to an "or equal" clause or similar language in the Contract Documents.
- 5. The specified product or method of construction cannot be provided within the Contract Time. The request shall not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
- 6. The specified product or method of construction cannot receive necessary approval by governing authority, and the requested substitution can.
- 7. Substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear.
 - a. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 - b. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- 8. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
- 9. Specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
- 10. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

1.11 SUBSTITUTION REQUEST FORM

- A. Use Substitution Request Form in on page 01 35 00-5.
- B. Submit one form (4 copies) for each request.

SUBSTITUTION REQUEST FORM

Page 1 of 2

то):						
PR	OJEC	CT: _					
	e here oject:	by s	ubmit for your considera	ation the 1	following produc	ct instead	of the specified item for the above
		5	SECTION:	·	PARAGRAPH		SPECIFIED ITEM:
Pro	pose		bstitution:				
Att	ach:	1)	Complete technical dat	ta, includ	ing laboratory te	ests, if app	blicable.
		2)	Complete information substitution will require				or Specifications which proposed
A.	Does	s the	e substitution affect dime	ensions o	n Drawings?		
			ndersigned pay for char ne requested substitution	-	ie project desig	n, includir	ng engineering and detailing costs
C.	Wha	it aff	ect does substitution ha	ve on oth	er trades?		
D.	Diffe	erenc	ces between proposed s	ubstitutio	n and specified	item?	
E.	Man	ufac	turer's guarantees of the	e propose	ed and specified	items are):
		_Sar	meDiffere	ent (expla	ain on attached	sheet)	
							Material Substitution Procedures 01 35 00–5

SUBSTITUTION REQUEST FORM

Page 2 of 2

The undersigned states that the function, appearance and quality are equivalent or

superior to the specified item.

Submitted By:

Signature	
Firm	
Address	
Date	
Telephone	

For Llos by Design Consultant
For Use by Design Consultant
Accepted Accepted as Noted Not Accepted Received Late By
Date
Remarks

SECTION 01 42 13

DEFINITIONS AND ABBREVIATIONS

PART 1 GENERAL

- 1.1 DEFINITIONS AND TERMS IN THE EVENT THAT THESE DEFINITIONS CONFLICT WITH THE DEFINITIONS IN SECTION 1-1.07, THE DEFINITIONS IN SECTION 1-1.07 SHALL PREVAIL.
 - A. Whenever in these Specifications, or in other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as follows:
 - 1. <u>Board</u>: Board of Directors, County of Fresno.
 - 2. <u>Calendar Day</u>: Every day shown on the calendar.
 - 3. <u>Contractor</u>: The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.
 - 4. <u>Contract Price</u>: The total amount of money for which the Contract is awarded.
 - 5. <u>Contract Unit Price</u>: The Contractor's original bid for a single unit of an item of work in the Proposal.
 - 6. <u>Contract Time</u>: The number of calendar days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of calendar days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.
 - 7. <u>Engineer:</u> Director of Public Works and Planning and/or his designee.
 - 8. <u>Equipment</u>: (Construction) All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
 - 9. <u>General Conditions</u>: As specified in Section 00 72 00 General Conditions.
 - 10. <u>General Requirements</u>: All specifications contained in Division 01.
 - 11. <u>Notice</u>: Any notice allowed or required to be given by the Owner may be given by the Engineer.

- 12. <u>Owner</u>: County of Fresno
- 13. <u>Person</u>: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.
- 14. <u>Plans</u>: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Engineer, which show the location, character, dimensions or details of the work.
- 15. <u>Proposal</u>: The offer of a Bidder when submitted on the Proposal form; properly signed and guaranteed.
- 16. <u>Reference Documents</u>: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
- 17. <u>Salvage:</u> The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
- 18. <u>Sanitary Sewer:</u> Any conduit and appurtenances intended for the reception and transfer of sewage.
- <u>Specifications:</u> Any or all of the specifications defined in this section and any addendums thereof. They are divided into four general categories: Contract and Bidding Requirements (Division 0 Caltrans Standard Specifications Division I and II), General Requirements (Division 1), Technical Specifications (Division 31 and Division 33), and Reference Documents.
- 20. <u>State:</u> The State of California.
- 21. <u>State Standard Plans:</u> State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
- 22. <u>State Standard Specifications</u>: Standard Specifications for the project are those entitled "Standard Specifications, State of California, Business and

Transportation Agency, Department of Transportation", 2015 edition, hereinafter referred to as the State Standard Specifications. These Specifications are to be considered a part of the Contract Documents insofar as they are not superseded by other provisions contained in Divisions 0 through 2 and 33 of these Specifications.

- 23. <u>Storm Sewer</u>: Any conduit and appurtenances intended for the reception and transfer of storm water.
- 24. <u>Street</u>: Any public road, highway, parkway, freeway, alley, walk or rightof-way.
- 25. <u>Surety</u>: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.
- 26. <u>Utility</u>: Tracks, overhead of underground wires, pipelines, conduits, ducts or structures, sewers of storm drains owned, operated or maintained in or across a public right-of-way or private easement.
- 27. <u>Water Main</u>: Any conduit and appurtenances intended for the distribution of water.
- 28. <u>Working Day</u>: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

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

1.3 LIST OF ABBREVIATIONS

- A. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:
 - AA Aluminum Association
 AABC Associated Air Balance Council
 AAMA Architectural Aluminum Manufacturers Association
 AASHTO American Association of State Highway and Transportation Officials
 ABMA American Boiler Manufacturers Association
 ACI American Concrete Institute
 ACPA American Concrete Pipe Association
 ADC Air Diffusion Council

AEIC Association of Edison Illuminating Companies AFBMA Antifriction Bearing Manufacturers Association AGA American Gas Association AGMA American Gear Manufacturers Association AHA American Hardboard Association AI Asphalt Institute AIA American Institute of Architects AISC American Institute of Steel Construction AISI American Iron and Steel Institute AITC American Institute of Timber Construction AMCA Air Moving and Conditioning Association ANSI American National Standards Institute APA American Plywood Association API American Petroleum Institute APWA American Public Works Association ARI American Refrigeration Institute (now U.S.A.S.I., USA Standards Institute) Association & its ASA Standard Specifications ASAHC American Society of Architectural Hardware Consultants ASCE American Society of Civil Engineers ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning Engineers American Society of Mechanical Engineers ASME ASSE American Society of Sanitary Engineers American Society for Testing and Materials ASTM AWG American Wire Gage Architectural Woodwork Institute AWI AWPA American Wood-Preservers' Association American Welding Society AWS American Water Works Association AWWA BHMA Builders Hardware Manufacturers Association BIA Brick Institute of America (formerly SCPI) CAL/OSHA California Occupational Safety and Health Administration CALTRANS California Department of Transportation CBC California Building Code CCR California Codes of Regulations CDA Copper Development Association CEC California Electrical Code CEQA California Environmental Quality Act CFR Code of Federal Regulations CISPI Cast Iron Soil Pipe Institute Crane Manufacturers Association of America CMAA CMC California Mechanical Code CPC California Plumbing Code CRA California Redwood Association CRSI **Concrete Reinforcing Steel Institute** CS Commercial Standard (U.S. Department of Commerce)

dhi	Door and Hardware Institute
Dipra	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
FED SPEC	C Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
HEI	Heat Exchange Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
ICBO	International Conference of Building Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint International Conference (Hydraulic Institute)
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers' Standardization Society
NAAMM NACE MBBPVI NBHA NCSPA NEC NECA NECA NEMA NEMI NFPA NIST NLA	National Association of Architectural Metals Manufacturers National Association of Corrosion Engineers. National Board of Boiler and Pressure Vessel Inspectors National Builders Hardware Association National Corrugated Steel Pipe Association National Electrical Code National Electrical Contractors Association National Electrical Manufacturers Association National Elevator Manufacturing Industry National Fire Protection Association National Institute of Standards and Technology National Lime Association

NPC	National Plumbing Code
NPT	National Pipe Thread
NRCA	National Roofing Contractors' Association
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PFI	Pipe Fabrication Institute
PS	Product Standard
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SI	International Systems of Units (Metric)
SIGMA	Sealed Insulating Glass Manufacturers Association
SFPA	Southern Forest Products Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPTA	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction (Greenbook)
UL	Underwriters' Laboratories
UPC	Uniform Plumbing Code USBR U.S. Bureau of Reclamation
USGS	United States Geological Survey
WCLA WCLIB WIC WRI WWPA	West Coast Lumbermen's Association (Std. Grading and Dressing Rule) West Coast Lumber Inspection Bureau Woodwork Institute of California Wire Reinforcement Institute, Inc. Western Wood Products Association

SECTION 01 43 00

QUALITY CONTROL AND

TESTING

PART 1 GENERAL

- 1.1 NOTICE OF DEFECTS
 - A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
 - B. All defective Work may be rejected, corrected, or accepted, at the discretion of the Owner and Engineer.

1.2 ACCESS TO WORK

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith.
- 1.3 MATERIALS AND EQUIPMENT
 - A. Materials and equipment shall be subject to the requirements of Section 01 35 00.

1.4 PROJECT SITE TESTING

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Except for specified material suitability tests, all initial routine tests of materials shall be at the expense of the Owner and shall be performed by an independent certified laboratory designated by the Owner. Whenever a specified percent relative compaction test is required and the material or portion thereof so tested fails to meet or exceed the relative compaction specified, all subsequent retesting shall be performed at the expense of the Contractor.
- C. All material suitability tests shall be at the expense of the Contractor. Testing shall be by an independent certified laboratory approved by the Engineer

1.5 TEST STANDARDS

- A. All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.
- B. The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the ASTM, where applicable.

1.6 UNCOVERING WORK

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without concurrence of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and recovered at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be re-observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall promptly correct said defects, including all work involved in uncovering and recovering the work, at no cost to the Owner.
 - 2. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

1.7 CORRECTION OR REMOVAL OF DEFECTIVE OR REJECTED WORK

A. Upon receipt of notice, Contractor shall correct all defective or rejected Work and replace it with Work that is not defective, at no cost to the Owner.

1.8 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so.
 - 1. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.
 - 2. Engineer shall determine the reasonableness of the diminished value of Work so accepted and Contractor shall pay all costs involved in making such determination.

SECTION 01 50 00

TEMPORARY

FACILITIES

PART 1 GENERAL

1.1 GENERAL

- A. The Contractor shall provide all temporary facilities and utilities required for completion of the Work as well as safety precautions and programs. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved.
- 1.2 TEMPORARY UTILITIES
 - A. Water
 - 1. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.
 - B. Sanitary Facilities
 - 1. The Contractor shall provide suitable and adequate sanitary conveniences for the use his staff at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.
 - 2. With respect to sanitation facilities, the Contractor shall cooperate with and follow directions of representatives of the Public Health Service and the State. State and County of Fresno Public Health Service representatives shall have access to the Work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.

1.3 TEMPORARY CONSTRUCTION FACILITIES

- A. Construction hoists, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.
- B. Temporary supports shall be designed with an adequate safety factor to assure adequate load bearing capability. The Contractor shall submit design calculations prepared by a professional registered engineer for staging and shoring prior to application of loads.

- C. Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent person from falling, walking, or otherwise entering any excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.
- D. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.
- E. At such time or times any temporary construction facilities and utilities are no longer required for the work, the Contractor shall notify the Engineer of his intent and schedule for removal of the temporary facilities and utilities, and obtain the Engineer's approval before removing the same. As approved, the Contractor shall remove the temporary facilities and utilities from the site as his property and leave the site in such condition as specified, as directed by the Engineer, and/or as indicated on the Plans.

1.4 ACCESS ROADS AND STAGING AREA

- A. Adequate access shall be maintained to all storage areas and other areas to which frequent access is required. The Contractor shall limit the location of his storage of equipment and materials outside of the project site. The Contractor shall make his own arrangements for space that may be required and bear all associated costs. The Contractor shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
- B. The Contractor is responsible to maintain access to the work area as well as provide sufficient room for the efficient operation of his equipment. Contractor shall provide temporary fencing to enclose the work area and all stored equipment. The Contractor will be held as having examined the drilling site and access roads in order to acquaint himself with local conditions, as no allowance will be made after the bid has been accepted for any errors or omissions made by the Contractor due to site conditions.
- C. Storage and protection:
 - 1. Materials and equipment shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Exposed metal surfaces of valves, fittings and similar materials shall be coated with accordance with manufacturer's recommendations to prevent corrosion.
 - 2. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure materials and equipment are undamaged and are maintained under required conditions.

SECTION 01 57 50 CONSTRUCTION STAKES, LINES, AND GRADES

PART 1 GENERAL

1.1 LINES AND GRADE

A. The Work shall be executed in accordance with the lines and grades indicated in the Contract Documents. Distances and measurements, except elevations and structural dimensions, shall be made on horizontal planes.

1.2 OWNER'S SURVEY SERVICES

- A. Construction surveying and staking for construction will be done by the Engineer or Engineer's representative at the Owner's expense. The Engineer will provide one set of staking indicating the location of each well.
- B. Additional detail staking layout will be the responsibility of the Contractor.
- C. The Contractor shall be responsible for preserving construction survey stakes, permanent survey monuments and bench marks for the duration of their usefulness. If any construction survey stakes permanent survey monuments or benchmarks are lost or disturbed and need to be replaced, such replacement shall be made by the Engineer at the expense of the Contractor.
- D. The Contractor shall notify the Engineer at least three (3) working days before he will require survey services in connection with laying out of any portion of the Work. The Contractor at his own expense shall dig all holes necessary for line and grade stakes prior to requesting survey services that depend on such digging.

SECTION 01 77 00

CONTRACT

CLOSEOUT

PART 1 GENERAL

1.1 GENERAL

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

1.2 CLEANING

- A. Throughout the period of construction the Contractor shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.
- 1.3 FINAL SITE CLEAN-UP
 - A. Upon completion of the Work, and prior to final acceptance, the Contractor shall remove from the vicinity of the Work all paint, surplus material, and equipment belonging to him or used under his direction during construction.
 - B. The Contractor shall restore to original condition all property not designated for alteration by these Contract Documents.

1.4 FINAL BUILDING CLEAN-UP

- A. On all building projects and wherever else applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:
 - 1. Putty stains and paint shall be removed from glass; glass shall be washed and polished, inside and outside. Care shall be exercised so as not to scratch glass.
 - 2. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.
 - 3. Waxed woodwork shall be cleaned and polished.
 - 4. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.
 - 5. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.

- 6. Fixtures and equipment shall be cleaned and stains, paint, dirt, and dust shall be removed.
- 7. Temporary floor protection shall be removed; floors shall be cleaned, waxed, and buffed.
- 8. Dust, cobwebs, and traces of insects and dirt shall be removed.

1.5 WASTE DISPOSAL

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

1.6 PROJECT RECORD DOCUMENTS

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

1.7 TOUCH-UP AND REPAIR

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

1.8 EQUIPMENT START-UP

A. After all acceptance tests have been completed by the Contractor and Owner but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, re-lubricate all bearings and wearing points, and in general assure that all equipment is in proper condition for continuous operation.

1.9 OPERATION AND MAINTENANCE (O&M) MANUALS

A. See Section 01 33 00 for Operation and Maintenance Manuals.

1.10 FINAL EQUIPMENT CHECK

- A. After testing and before acceptance, all equipment shall be test run by the Owner for a minimum of 7 days to ensure proper operation. At the end of the test run each piece of machinery shall be lubricated and all components and couplings checked for proper alignment and adjustment.
- B. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- C. Provide submittals to the Owner required by other governing authorities.

1.11 MANUFACTURER'S CERTIFICATES OF PROPER INSTALLATION

1. The Contractor shall submit manufacturers' certificates of proper installation for all items of equipment.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work of this section consists of clearing, grubbing, grinding, transporting, removing and disposing of trees, stumps, roots, vegetation debris, and existing improvements, including curb, gutters, catch basins, storm drains, landscaping, fencing, utilities, and other protruding obstructions within the clearing limits.
- B. Protect trees, landscaping and shrubs that are not designated to be removed or near construction site that may be harmed by construction activities.
- 1.2 RELATED

WORK NOT

USED

- 1.3 REGULATORY REQUIREMENTS
 - A. Obtain all required permits.
 - B. Dispose of removed materials in a legal manner at an approved disposal facility.

1.4 REFERENCES

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

PART 2 PRODUCTS

2.1 NOT USED

PART 3 EXECUTION

- 3.1 CLEARING AND GRUBBING
 - A. Clear the specified areas by removing, above the natural ground surface, all existing improvements including curbs, gutters, catch basins, storm drains, landscaping fencing and utilities; vegetable growth such as trees, shrubs, logs, upturned stumps, roots of down trees, brush, and similar material.
 - 1. Trees of 4-inch diameter and larger shall not be removed without Owner's authorization.

B. Grub the specified areas below the natural ground surface, except in embankment areas where the grading plane is two feet or more above the natural ground, to a depth necessary to remove all boulders, stumps, roots, buried logs, and other objectionable material including rock and concrete. Remove and stock pile the top 4 inches of topsoil in any area which is to receive structural fill.

3.2 PRESERVATION

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

3.3 SALVAGE EQUIPMENT

- A. Salvaged equipment shall be delivered to the Owner at a designated site.
- B. Equipment to be salvaged is designated in Section 02 41 00, Demolition:

SECTION 33 21 01

PILOT HOLE DRILLING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work consists of constructing one (1) new pilot hole for study for a potential water well. The pilot hole will be located in O'Neil Farms (CSA 49) as shown on the construction drawings. The work will consist of initially installing and cementing a conductor casing and drilling a pilot hole to the depth stated in Part 3 Item 3.5 of Section 33 21 01 of the Technical Specifications, and in accordance with the Drilling Details, using the reverse circulation method of drilling, conducting an electric log, installing the formation sampling tool, and collecting zone specific water samples.
- B. The purpose of the pilot hole is to allow collection of drill cuttings, electric logging of the hole upon completion to total depth, and collection of depth zone specific water samples for water quality testing purposes, as described in these Specifications.
- C. After the results of zone specific water sampling and analyses are available, the Contractor shall destroy the pilot hole as directed by the geologist.
- D. The owner of the well is the County of Fresno, the engineer is the County of Fresno, and the geologist is Kenneth D. Schmidt and Associates.
- 1.2 RELATED WORK

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with General Provisions.
- B. As specified in Section 01 33 00 Submittal Procedures
- C. Prior to installation, the Contractor shall submit the manufacturer's or supplier's standard literature and certification that the following materials for the production well comply with this specification:
 - 1. Conductor casing
- D. The Contractor shall prepare a final written report in accordance with Sections 13750 through 13755 of Division 7, Chapter 10, Article 3 of the California Water Code, and containing, as a minimum, the following information for the pilot hole:

- 1. For the pilot hole, well completion report, drillers log,and e-log (elog to be performed by Stewart Well Logging Service, Boredata, or approved equal, subject to approval by the Geologist, and paid for by Contractor) and pilot hole destruction log.
- 2. Three copies of the written report shall be submitted to the Engineer prior to acceptance.

1.4 STANDARDS AND PERMITS

- A. The pilot hole shall be drilled in accordance with the County of Fresno Water Well Ordinance, the California Water Well Standards, and as described in these Specifications. The Contractor shall obtain, and pay approximately \$605 for the pilot hole, for a well drilling permit from County of Fresno Environmental Health Department for the well, and shall report the results of the drilling to the California Department of Water Resources. It is the Contractor's responsibility to check with the Health Department current permit fee pee prior to bid.
- B. After zone specific water samples have been properly tested, Contractor shall conform to State requirements for destruction of the pilot hole, and the Geologist will recommend the procedure after the pilot hole testing results are available.

1.5 EXPERIENCE AND LICENSE

- A. The pilot hole, construction, development and production well shall be drilled by a qualified well driller meeting the following minimum experience requirements: at least five (5) years' cumulative experience (not necessarily in any five (5) consecutive years, or in the last five (5) years) in drilling public water supply wells to a depth of at least 1,000 feet using reverse rotary drilling for the pilot hole, for construction and development of the production well, and for water zone sampling of the pilot holes necessary for making a determination for the construction of the well.
- B. The Bidder shall submit to the Owner and Engineer three (3) references for whom the bidder satisfactorily completed the drilling of public water supply wells to a depth of at least 1,000 feet using reverse rotary drilling for the pilot holes, and for water zone sampling of the pilot holes necessary for making a determination for the construction of these wells. In listing these references, the Bidder shall give the name of the person or entity for whom the work was performed, the address and telephone number at which that person or entity can be contacted, and a description of the work performed. The provisions of this subparagraph 1.5.B. are subject to the provisions of subparagraph 1.5.B may be grounds for rejecting the bid.
- C. Well driller must possess a C-57 Well Drillers License, valid in the State of California.

1.6 ORDER OF WORK

- A. Install and cement conductor casing.
- B. Drill the pilot hole. Upon completion of the pilot hole, Contractor shall furnish copies of the drilling log, the well completion report, the electric log (e-log), and suitable bagged drill cutting samples for review of the Geologist.

- C. After the electric log is available the Geologist shall be allowed up to 12 hours to identify zone depths for sampling. Contractor shall sequentially install the formation sampling tool and the associated materials and develop each zone for sampling.
- D. The Contractor shall fill the remainder of the pilot hole with gravel or native material after completing depth zone sampling.
- E. Geologist shall be allowed up to twenty-one (21) calendar days to obtain the laboratory results before the pilot well is abandoned.
- F. The Contractor shall properly destroy the pilot hole after notification by the Engineer. This will require drilling out the pilot hole to an estimated depth of 800 feet, and pressure grouting the hole from the bottom up. The pilot hole shall be destroyed in accordance with the requirements of Department of Water Resources Bulletin 74-81 (including supplemental Bulletin 74-90), Part III, Section 23 of the California Well Standards.

1.7 WORK TO BE PERFORMED BY THE CONTRACTOR

- A. All hole drilling, casing installation and sealing, and other work incidental to the well shall be performed by the Contractor. The Contractor shall drill the pilot hole by the reverse rotary method
- B. The Contractor will prepare and maintain access to the work area as well as provide sufficient room for the efficient operation of his equipment. Contractor shall provide all appropriate safety measures and temporary fencing to enclose the work area and all stored equipment. The Contractor will be held as having examined the drilling site and access roads in order to acquaint himself with local conditions, as no allowance will be made after the bid has been accepted for any errors or omissions made by the Contractor due to site conditions.
- C. The Contractor shall diligently pursue all work to completion. Upon completion of the destruction of the pilot hole, the Contractor shall level the drill site, and remove all materials incidental to the drilling operations.
- D. The Contractor shall, at his own expense, furnish all equipment, material (including lost circulation materials), supplies, and personnel necessary to perform the work (including, but not limited to, drilling rig, water truck, a crew comprised of experienced drillers, and helpers).

- E. The entire cost of furnishing, transporting, unloading, hauling, handling, sorting, and caring for all equipment, materials, tools, and supplies, and of removing same from the site of the work as hereinafter specified, shall be included in prices bid in the proposal for the work for which the materials are required. The drilling shall be done with well drilling equipment of proper type and size and in good working condition so that the work can be performed without interruption arising from defective or improper equipment. All materials that will become a part of the completed work shall be new. All equipment, materials, tools, and supplies not a part of the completed pilot hole shall remain the property of the Contractor and shall be removed from the site upon completion of the work. All materials to be stored shall be stored at the drilling site within a fenced enclosure.
- F. The Contractor shall, at his own expense, furnish all equipment, material, supplies and personnel necessary to perform the work to destroy the pilot hole and leave the site as per pre-exiting condition

1.8 NOTIFICATION

- A. The Contractor shall give notice to the Geologist and Engineer of specific operations as follows:
 - 1. At least 72 hours advance notice of start of drilling operations at the well site.
 - 2. At least eight (8) hours notice of electric logging.
 - 3. At least six (6) hours advance notice of start of "depth zone airlifting" from the pilot hole at each depth interval.
 - 4. At least seventy two (72) hours advance notice of pilot hole destruction.
- B. The Contractor shall give notice to the County of Fresno Environmental Health Department as follows:
 - 1. At least forty-eight (48) hours advanced notice prior to the destruction of the pilot hole to witness the work to be performed

1.9 BOREHOLE DESTRUCTION

A. In the event the Contractor shall abandon the pilot hole because of loss of tools or other causes which are his responsibility, or if the well fails to conform to these Plans and Specifications and the Contractor is unable to correct the condition at his own expense, it shall be considered an abandoned hole, and the Contractor shall immediately start a new hole at a nearby location designated by the Engineer. The Contractor may salvage as much undamaged materials from the hole as possible to be used in the new well. The Contractor shall destroy the hole or well by filling with sand-cement grout completely from bottom to top and in conformance with regulations of the County of Fresno Water Well Ordinance and County of Fresno Environmental Health Department and arrange for County of Fresno Environmental Health Department inspector to witness sealing. This work shall be performed at no extra cost to the Owner.

PART 2 PRODUCTS

2.1 CONDUCTOR CASING

- A. Conductor casing shall be manufactured in accordance with the latest edition of ASTM A252, Grade 2 and the following conditions:
 - 1. The diameter shall be 22 inches (O.D.), and the wall thickness shall be 5/16 inches.
 - 2. The casing sections shall be factory assembled in not less than 20foot lengths.
 - 3. For field assembly by welding, ends of sections shall be furnished with collars. The collars shall be the same thickness and have the same chemical and physical properties as the corresponding casing section, shall be 5 inches in width, shall be rolled to fit the diameter, and shall be welded to the casing section. The inside edge of the collars and the outside edge of the adjacent casing length shall be ground or sufficiently scarred to remove sharp edges or burrs. Section ends shall be machined flat perpendicular to the axis of the casing and shall not vary more than 0.010 inches at any point from a true plane at right angles to the axis of the casing.
 - 4. Alternatively, the casing sections may be provided with machined beveled joints and butt welded. The welding rod shall be of equal or better A.S.M.E. rating than that of the parent metal. Full penetration, double pass welds shall be used on each joint. An alignment clamp must be used and care taken to ensure the casing sections are properly aligned.
 - 5. If collared pipe is used, three 3/8-inch x 1-inch alignment holes shall be provided in each collar to ensure proper matching of the sections. These holes shall be carefully welded closed when joints are welded.

2.2 SAND CEMENT GROUT

- A. Sand cement grout shall be composed of not more than two parts by weight of sand and one part of Portland Type II cement to 6.5 gallons of clean water per sack of cement.
- B. Concrete truck loads will be rejected unless placement begins within 90 minutes of the load being mixed. Concrete truck loads that are acceptable shall continue essentially continuously once placement begins.

2.3 DRILLING FLUID

A. Water alone shall be employed as a drilling fluid in the pilot unless prior approval is given by the Geologist.

B. The Contractor shall dispose of surplus drilling fluid in a manner acceptable to the Owner and Engineer. The Contractor is responsible for transporting and disposing well development and test water offsite; including paying all costs associated with identifying a disposal site, obtaining approval from and making arrangements with the owner(s) of said site, and transporting the water to said site. The Contractor's bid proposal shall include all costs associated with providing any required discharge piping to an approved discharge site. The disposal plan and site shall be approved by the Owner prior to the start of drilling.

The Owner may furnish water, from the existing CSA 49 water distribution system via fire hydrant. The Contractor shall be responsible for furnishing and installing a connection to the hydrant, flow meter with totalizer, pump, portable tank, and all necessary piping and appurtenances necessary for well drilling operations. The contractor shall use an appropriate backflow prevention device if water for the drilling is obtained from CSA 49. It is assumed that the Contractor will require up to 200 gallons per minute (gpm), for flow for an estimated period of up to 3 weeks. If the Contractor elects to utilize distribution system water for drilling operations, the Contractor will be charged \$499.50 per acre-foot of water. The price of water for use by the Contractor is subject to change dependent on the cost of surface water supplied to the County of Fresno at the time of well drilling. The contractor's bid proposal shall include all costs associated with purchase of water for the project. The Contractor shall only utilize water from the CSA 49 distribution system fire hydrant during off peak demand times from the hours of 10:00 PM until 6:00 AM. The Contractor shall coordinate with County of Fresno operators for obtaining water during the allowed off peak hours. It will be the responsibility of the Contractor to furnish and install all required equipment necessary to deliver water from the Owner's source. Alternatively, the Contractor may make arrangements to obtain water from an approved nearby agriculture water well to complete drilling operations. Contractor shall provide written proof to Owner that owner of agricultural well has authorized use of water from the well. All arrangements, costs, and equipment required for use of the ag well and to convey water to project site will be the responsibility of the Contractor. The Contractor may utilize both distribution system water and an alternative approved water source to complete drilling operations.

PART 3 EXECUTION

- 3.1 HOUR OF OPERATION
 - A. Drilling operations may proceed continuously, 24 hours per day.

3.2 INSTALLING CONDUCTOR CASING

A. A 22-inch conductor casing shall be installed to a depth of 50 feet below natural grade, and include an extension at least 6-inches above the ground. The conductor casing shall be set in a hole not less than 28 inches in diameter. It shall be securely anchored at the ground surface to prevent falling.

- B. Care shall be taken to install the conductor casing plumb. Centralizers shall be welded to the conductor casing at intervals not to exceed 20 feet to center the casing in the bore. The centralizers shall be constructed of 3/8- inch-thick by 2-inch-wide steel strips so shaped as to form a guide approximately 2.5 inches from the casing well.
- C. Each strip shall provide at least 1-foot length of bearing surface at the bore interface. A minimum of three strips shall be provided at each circumferential location for centering the casing. Centralizer strips shall be located on the same vertical alignment so as to minimize interference with placing the sealing material as specified.
- D. After the conductor casing has been installed, the annular space between the conductor casing and the bore hole shall be sealed with sand cement grout. The sand cement grout shall be placed by pressure grouting with the use of a tremie pipe which will initially be installed to near the bottom of the hole. The sand cement grout shall be placed through the tremie pipe, and the pipe shall be gradually withdrawn as the sand cement rises in the annulus. The quantity of cement grout placed in the annulus shall not be less than the computed volume of the annulus. A quantity less than the computed value will be judged as an indication of voids, and measures shall be taken by the Contractor to eliminate the apparent voids. Upon completion of cementing, sand cement shall be visible above the surface of the ground outside the conductor casing. After cementing operations are completed, the sand cement shall be left undisturbed for a period of not less than 24 hours. Contractor shall notify County of Fresno Environmental Health Department 48 hours prior to placing the grout seal.

3.3 METHOD OF DRILLING

A. The pilot hole shall be drilled by the reverse rotary method of drilling.

3.4 MUD PIT DESIGN

- A. The above ground mud recirculation sump shall have a capacity no less than 2 times the expected volume of the completed pilot hole. Contractor's bid proposal shall include all costs related to the above ground mud recirculation sump.
- B. The sump must be on-site and have a total capacity not less than the total required volume prior to commencement of drilling operations.

3.5 PILOT HOLE DRILLING

A. The standard reverse rotary method will be used to drill the pilot hole to an anticipated depth of 1200 feet at the CSA 49 site. The Contractor shall be responsible for keeping the hole open to the total depth of the hole. The hole will be a 18 inches in diameter. The purpose of the pilot hole is to allow collection of drill cuttings and an electric log of the hole upon completion to the total depth. In addition, the pilot hole will be used to obtain depth zone specific water samples for water quality testing.

- B. Samples of drill cuttings from the top of the hole to total depth shall be collected at 10-foot depth intervals, whichever is less, and placed in separate bags or containers. These samples shall be plainly marked with the depth. Two sets of samples shall be collected and marked.
- C. One electric log will be run in the pilot hole, and it is estimated that two hours will be required for the logging. The Contractor will be responsible for retaining Stewart Well Logging Service, Boredata, or approved equal, at the Contractor's expense, to perform the geophysical logging. Contractor shall remain at the site during logging and cooperate with the firm in running the logging tools in the hole.

3.6 PILOT HOLE DEPTH ZONE SPECIFIC WATER SAMPLING

- A. After completion of pilot hole drilling and logging, the Contractor will perform depth zone specific water sampling the Contractor will prepare a formation testing tool to sample formation water from selected depths. The tool will consist of 30- feet of approved diameter pipe that contains 20-feet of perforated section (see plans) on the lower end of the casing, with a plate welded to the bottom of the section. The tool will be connected to approved diameter drill pipe to allow air-lifting a minimum flow of water of 200 gpm against a head of 600- feet. For bidding purposes the drilling pipe diameter shall be steel and have a minimum diameter of 6-inches. Air line shall be sized to accommodate air lifting minimum requirements and approved by Geologist prior to commencement of air lifting.
- B. The Geologist, upon review of drill cuttings and electric log, shall determine zones to be sampled and location of bentonite seals. Prior to placing the drill pipe and testing tool at the lowest desired depth, a 10-foot seal shall be placed in the hole followed by 5-feet of fine sand. Then with the drill pipe and testing tool set at the desired depth, a sufficient amount of selected gravel will be placed in the hole to fill to a depth 10-feet above the top of the perforated section. In order to facilitate sampling, the gravel pack material for sampling should be selected to screen out the finest formation encountered and to be compatible with the 1/16-inch sampling tool slot. Then 5-feet of fine sand. The gravel, sand and bentonite shall be placed with a tremie pipe and approved by the Owner prior to placement.
- C. The well should be air-lifted at a rate of 200 gpm, if possible, for at least 6 hours. A submersible pump shall then be installed and pumped at a rate of at least 70 gpm for six hours. The time to be recorded shall commence when the equipment is installed in the well and is placed in operation and shall end when the pumping is stopped. Water, including mud, sand and debris pumped from the well during zone sampling shall be disposed of by the Contractor off site and in such a manner as not to damage or interfere with other work. The disposal and discharge sites shall be approved by the Owner. The County has made arrangements with the School District to discharge water at south side of their site (see drawing xxx). The Contractor may discharge to such site or arrange with a local landowner for the discharge of the water on private land. If water is disposed of on private land, written authorization from landowner must be provided to Owner before water can be discharged.

- D. When the sampling at that zone is completed the string of tools shall be raised to the next zone to be tested. Seals, sand, and gravel shall be placed as in the first zone tested. It is anticipated that 4 (four) formation tests will be conducted in the pilot hole
- E. After the last sample is collected, the remainder of the hole shall be filled with gravel. Geologist shall be allowed twenty-one (21) calendar days to review the pilot hole data and provide information on destroying the pilot hole.
- F. Full payment for formation testing shall be provided as specified and no additional payment will be made. The Contractor will not be paid for formation testing hours required as a result of negligence on his part.
- G. Geologist will be responsible for collecting water samples and having them analyzed.
- 3.7 PILOT HOLE DESTRUCTION
- A. Upon completion of the pilot hole, and associated test results, the Contractor shall destroy the pilot hole by filling with sand-cement grout to top.
- 3.8 CLEANUP
- A. Material excavated during drilling operations shall be hauled off site and disposed of by Contractor. All temporary fencing shall be removed. Contractor is responsible for leaving the site as per pre-existing conditions. The site will be inspected by the Engineer and School District's representative to provide the approval of the clean-up.

Federal Requirements



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, D.C. 20460

MAR 2 0 2014

OFFICE OF WATER

MEMORANDUM

- SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014
- FROM: For Andrew D. Sawyers, Director Grevatt, Director Office of Wastewater Management (4201M) Peter C. Grevatt, Director Office of Ground Water and Drinking Water (4601M)
- TO: Water Management Division Directors Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings; Manhole Covers; Municipal Castings (defined in more detail below); Hydrants; Tanks; Flanges; Pipe clamps and restraints; Valves; Structural steel (defined in more detail below); Reinforced precast concrete; and Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

> Access Hatches; Ballast Screen; Benches (Iron or Steel); Bollards; Cast Bases; Cast Iron Hinged Hatches, Square and Rectangular; Cast Iron Riser Rings; Catch Basin Inlet; Cleanout/Monument Boxes: Construction Covers and Frames; Curb and Corner Guards; Curb Openings; Detectable Warning Plates; Downspout Shoes (Boot, Inlet); Drainage Grates, Frames and Curb Inlets; Inlets; Junction Boxes; Lampposts; Manhole Covers, Rings and Frames, Risers;

Meter Boxes; Service Boxes; Steel Hinged Hatches, Square and Rectangular; Steel Riser Rings; Trash receptacles; Tree Grates; Tree Guards; Trench Grates; and Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

<u>Reasonably Available Quantity</u>: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

<u>Satisfactory Quality</u>: The quality of iron or steel products, as specified in the project plans and designs.

<u>Assistance Recipient:</u> A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

- 1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
- 2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: <u>http://water.epa.gov/grants_funding/aisrequirement.cfm</u>

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

	Items	✓	Notes
General			
•	Waiver request includes the following information:		
	 Description of the foreign and domestic construction materials 		
	 Unit of measure 		
	– Quantity		
	– Price		
	 Time of delivery or availability 		
	 Location of the construction project 		
	 Name and address of the proposed supplier 		
	 A detailed justification for the use of foreign construction materials 		
•	Waiver request was submitted according to the instructions in the memorandum		
•	Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in		
:	requests for proposals, contracts, and communications with the prime contractor		
Cost Wai	ver Requests		
•	Waiver request includes the following information:		
	- Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and		
	steel products		
	 Relevant excerpts from the bid documents used by the contractors to complete the comparison 		
	- Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the		
	process for identifying suppliers and a list of contacted suppliers		
	ity Waiver Requests		
	Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of		
	the materials for which the waiver is requested:		
	- Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery		
	date for construction materials		
	 Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process 		
	for identifying suppliers and a list of contacted suppliers.		
	 Project schedule 		
	 Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials 		
	Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought		
	Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

- 1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- 2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
• Does the waiver request include the following information?				
- Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and				
steel products				
 Relevant excerpts from the bid documents used by the contractors to complete the comparison 				
- A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of				
the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the				
iron and/or steel product for which the waiver is requested?				
 Supplier information or other documentation indicating availability/delivery date for materials 				
 Project schedule 				
- Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic				
suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable				
when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other				
relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested?				
Examples include:				
 Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State 				
 Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States 				
 Correspondence with construction trade associations indicating the non-availability of the materials 				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the				
project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of ("Purchaser") and the (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of <u>step</u> certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. Xxxx
- 2. Xxxx
- 3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

- 1. Xxxx
- 2. Xxxx
- 3. Xxxx

Such process took place at the following location:

Signed by company representative

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Davis-Bacon Requirements for DWSRF Projects

Preamble

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

<u>I.</u> <u>Requirements Under the Consolidated Appropriations Act, 2018 (P.L. 115-141)</u> For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Gabriela Baeza-Castaneda, baeza-<u>castaneda.gabriela@epa.gov</u>, and 415-972-3038, of EPA, Region 9 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <u>http://www.dol.gov/whd/</u>

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime

contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor <u>www.wdol.gov</u> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <u>www.wdol.gov</u> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning

is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Consolidated Appropriations Act, 2018, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <u>www.dol.gov</u>.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act). daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm_or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a

prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses

required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made

available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <u>http://www.dol.gov/whd/america2.htm</u>.

General Decision Number: CA190003 01/04/2019 CA3 Superseded General Decision Number: CA20180003 State: California Construction Type: Heavy Water Well Drilling Counties: California Statewide.

WATER WELL DRILLING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/04/2019	

SUCA1989-001 01/01/1989

I	Rates	Fringes
PUMPS Installer		
Alameda\$ Alpine\$ Amador\$	8.00	
Colusa\$ Contra Costa\$	10.57	2.03
El Dorado\$ Fresno\$		1.04

Imperial\$	9 50	
	7.25	.43
Lake\$.43
Los Angeles\$.57
	7.50	.72
Marin\$.03
Mariposa\$.72
		.03
-	12.50	
Napa\$.81
Placer\$	8.00	
Plumas\$	10.36 1	.65
Riverside\$	7.25	.34
Sacramento\$	9.43	.83
San Benito\$	8.39 2	.65
San Bernardino\$	10.30	.77
San Diego\$	7.85	
•		.82
San Luis Obispo\$	7.25	
		.65
Santa Barbara\$	7.57	
Santa Clara\$.65
Santa Cruz\$.65
Shasta\$.36
		.03
Tehama\$.65
Trinity\$ Tuolumne\$.72
		.48
Ventura \$		
Ventura\$	11.00 1	• 40
Ventura\$ Water Well Driller	11.00 1	• +0
		.36
Water Well Driller	10.00	
Water Well Driller Alameda\$ Alpine\$	10.00	
Water Well Driller Alameda\$ Alpine\$ Amador\$	10.00 9.60	
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$	10.00 9.60 9.60 7.25 7.50	
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$	10.00 9.60 9.60 7.25 7.50	
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$	10.00 9.60 9.60 7.25 7.50	.36
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Contra Costa\$ Del Norte\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00	.36
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60	.36 .03 .31
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Del Norte\$ El Dorado\$ Fresno\$	10.00 9.60 9.60 7.25 7.50 11.07 9.50 8.00 9.60 13.37 1	.36
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25	.36 .03 .31 .45
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00	.36 .03 .31 .45 .31
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70	.36 .03 .31 .45 .31 .36
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1	.36 .03 .31 .45 .31 .36 .13
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Inyo\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25	.36 .03 .31 .45 .31 .36 .13 .06
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Inyo\$ Kern\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25 7.25 1	.36 .03 .31 .45 .31 .36 .13 .06 .21
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Imperial\$ Kings\$ Lake\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25 1 1.07 2	.36 .03 .31 .45 .31 .36 .13 .06 .21 .03
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Imperial\$ Kings\$ Karn\$ Kings\$	10.00 9.60 9.60 7.25 7.50 11.07 2.9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25 1 1.07 2 7.25 1 1.07 2 7.25 1 1.07 2 7.50 1 1.07 2 7.50 1 2 7.50 1 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 7.50 1 1.07 2 1.07 1.07 2 1.07 2 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.25 1.07 1.07 1.07 1.25 1.07 1.07 1.07 1.07 1.25 1.07 1.07 1.07 1.25 1.07 1.25 1.07 1	.36 .03 .31 .45 .31 .36 .13 .06 .21
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Humboldt\$ Imperial\$ Imperial\$ Kern\$ Kings\$ Lassen\$ Los Angeles\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25 1 1.07 2 7.25 9.65	.36 .03 .31 .45 .31 .36 .13 .06 .21 .03 .43
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Inyo\$ Kern\$ Kings\$ Lake\$ Lassen\$ Madera\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 1 7.25 8.00 9.60 13.37 1 7.25 8.00 8.70 7.29 1 7.25 1 11.07 2 7.25 1 11.07 2 9.65 7.50	.36 .03 .31 .45 .31 .36 .13 .06 .21 .03 .43 .72
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Inyo\$ Kern\$ Kings\$ Lake\$ Lassen\$ Madera\$ Marin\$	10.00 9.60 9.60 7.25 7.50 11.07 2 9.50 8.00 9.60 13.37 13.37 7.25 8.00 8.70 7.25 11.07 22 7.25 11.07 2 7.50 11.07 2 11.07 2 11.07 2	.36 .03 .31 .45 .31 .36 .13 .06 .21 .03 .43 .72 .03
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Humboldt\$ Imperial\$ Imperial\$ Kings\$ Kings\$ Lake\$ Lassen\$ Los Angeles\$ Madera\$ Marin\$	10.00 9.60 9.60 7.25 7.50 11.07 29.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.25 11.07 22 9.60 11.07 22 9.65 7.50 11.07 2 7.50	.36 .03 .31 .45 .31 .36 .13 .06 .21 .03 .43 .72
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Humboldt\$ Imperial\$ Imperial\$ Kings\$ Kern\$ Kings\$ Lake\$ Lassen\$ Los Angeles\$ Madera\$ Marin\$	10.00 9.60 9.60 7.25 7.50 11.07 29.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.25 11.07 22 9.60 11.07 22 9.65 7.50 11.07 2 7.50	.36 .03 .31 .45 .31 .36 .21 .03 .43 .72 .03 .72
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Imperial\$ Imperial\$ Kings\$ Lake\$ Lassen\$ Los Angeles\$ Marin\$ Mariposa\$ Merced\$	10.00 9.60 9.60 7.25 7.50 11.07 29.50 8.00 9.60 13.37 17.25 8.00 8.70 7.29 11.07 22 9.65 7.50 11.07 2 7.50 11.07 2 7.50 11.07 2 7.50 11.07 2 7.50 11.07 2 7.50 11.07 2 7.50	.36 .03 .31 .45 .31 .36 .21 .03 .43 .72 .03 .72 .03
Water Well Driller Alameda \$ Alpine \$ Amador \$ Butte \$ Calaveras \$ Colusa \$ Colusa \$ Contra Costa \$ Del Norte \$ El Dorado \$ Fresno \$ Glenn \$ Humboldt \$ Inyo \$ Kern \$ Lake \$ Lassen \$ Marin \$ Mariposa \$ Mendocino \$ Modoc \$ Mono \$	10.00 9.60 9.60 7.25 7.50 11.07 29.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.25 11.07 22 9.60 11.07 21.07 25 9.65 7.50 11.07 2 7.50 11.07 25 10.70 20.50 11.07 25 10.07 25 10.07 25 10.50 10.00	.36 .03 .31 .45 .31 .36 .21 .03 .43 .72 .03 .72 .03
Water Well Driller Alameda\$ Alpine\$ Amador\$ Butte\$ Calaveras\$ Colusa\$ Colusa\$ Contra Costa\$ Del Norte\$ El Dorado\$ Fresno\$ Glenn\$ Humboldt\$ Imperial\$ Imperial\$ Inyo\$ Kern\$ Kings\$ Lake\$ Lassen\$ Los Angeles\$ Marin\$ Mariposa\$ Mendocino\$	10.00 9.60 9.60 7.25 7.50 11.07 29.50 8.00 9.60 13.37 1 7.25 8.00 8.70 7.25 11.07 22 9.60 11.07 21.07 25 9.65 7.50 11.07 2 7.50 11.07 25 10.70 20.50 11.07 25 10.07 25 10.07 25 10.50 10.00	.36 .03 .31 .45 .31 .36 .21 .03 .43 .72 .03 .72 .03

Napa\$ 8. Nevada\$ 7. Orange\$ 11. Placer\$ 9. Plumas\$ 10.	25 .13 00 1.48 60
Riverside\$ 7. Sacramento\$ 10.	25 .36
San Benito\$8. San Bernardino\$10. San Diego\$8. San Francisco\$10.	20 .37 18
San Joaquin\$ 7. San Luis Obispo\$ 7. San Mateo\$ 10.	25 .13 25 1.02 00 .81
Santa Barbara\$ 7. Santa Clara\$ 8. Santa Cruz\$ 8. Shasta\$ 7.	39 2.65 39 2.65
Sierra\$ 7. Siskiyou\$ 8. Solano\$ 9.	25 .13 00 .31
Sonoma\$ 10. Stanislaus\$ 7. Sutter\$ 7. Tehama\$ 10.	25 .13 25
Trinity\$7. Tulare\$7. Tuolumne\$7. Ventura\$11. Yolo\$10.	29 1.13 50 .72 00 1.48
Yuba\$ 7.	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

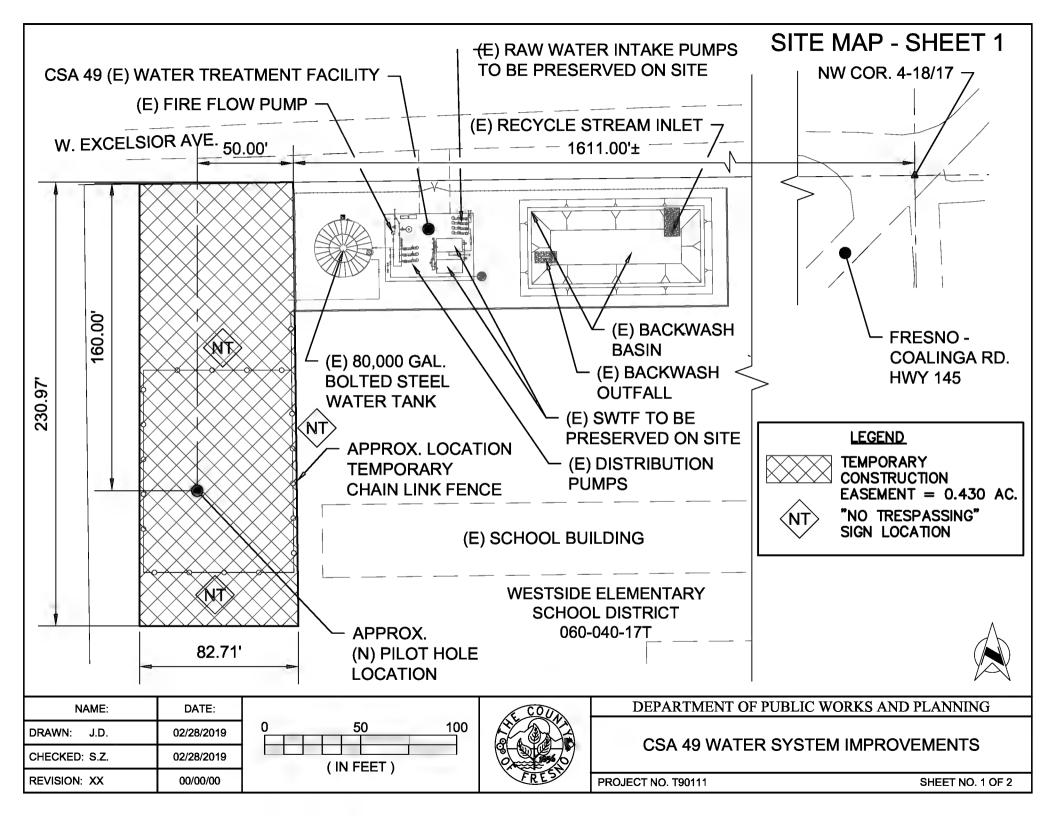
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

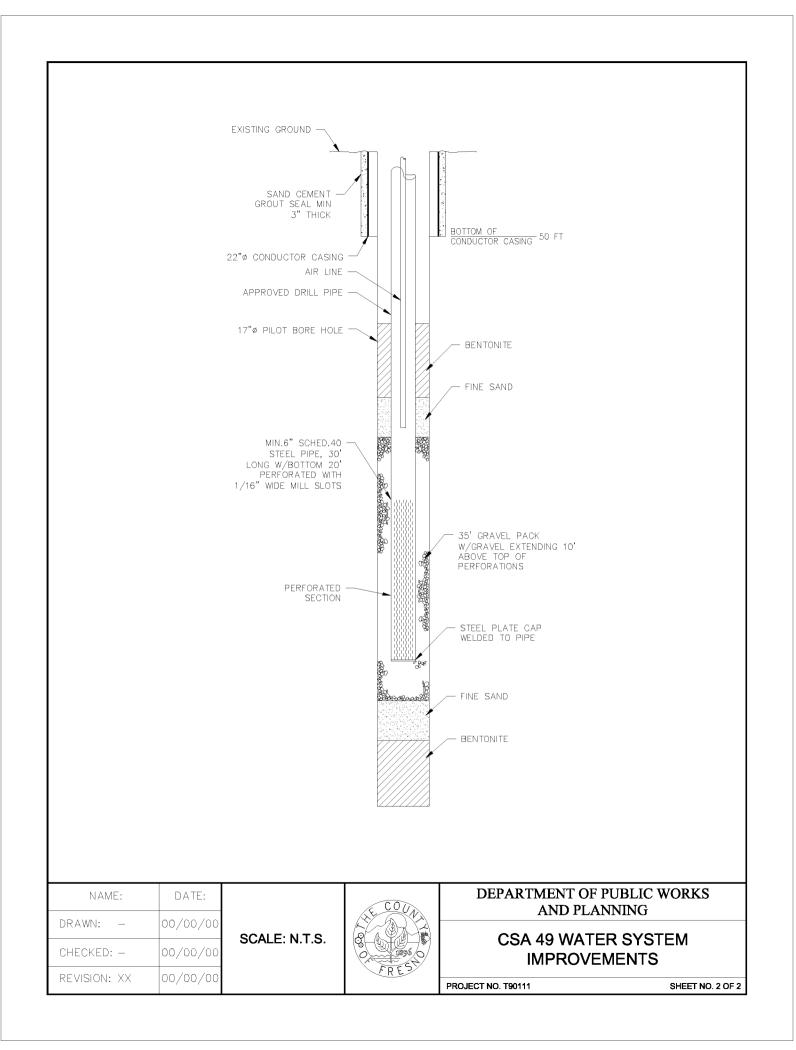
Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Project Details







DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH DIVISION P.O. Box 11867 Zip 93775, 1221 Fulton Street, Fresno, California 93721 Telephone: (559) 600-3357 Fax: (559) 600-7629 Website: www.fcdph.org/water PERMIT TO CONSTRUCT, DEEPEN, DESTROY, RECONDITION, OR REPAIR A WELL

		OFFICE USE ONLY			
Application Date Estimate	d Start Date We	ell Permit #		PE	
TRS	FA:	#			
		" Corcoran Clay D			Ft
APN	(see	Special Corcoran Clay	Annular Seal Requ	irements on attachment)	
		Well Location in	Flood Zone		Zone:
Contractor	(Exte	end Casing above know	n flood level; Floo	d Elevation Certificate require	d to be submitted to
License #	line	Fresho Co. Public Work	s. Dept. prior to ap	proval of the well electrical p	ermit.)
Phone	Ар	proved	Date	Seal Insp	_ Date
	Fin	al Insp	Date	Supervisor	
FAX				0uponition	
Job Address/Location				Parcel Size	
Owner Name				Owner Phone	
Owner Address		City		State 2	2ip
Type of Work Type	e of Well	Intended Use	Well C	onstruction	
	asing Driven	Domestic Priva	te Well Ca	asing Material	
	able Tool	Domestic Publ		asing Diameter	in
	lardrock .uger	Agricultural		asing Gauge ctor Casing Material	· · · · · · · · · · · · · · · · · · ·
	Virect Rotary			ctor Casing Diameter	
	leverse Rotary	Test Hole	Conduc	ctor Casing Depth	Ft
_	,	Monitoring		r Seal Depth	· · · · · · · · · · · · · · ·
		Soil-Boring		le Diameter	in
		Other	Gravel	Pack 🗌 Yes 🗌 No	
Well Destruction		$\langle \rangle \rangle$	Sealing Materi	al/Seal Placement Metho	d
Type Gravel Pack Open Bottom				nt 11 Sack Sand Cer	
Well Diameter In Total I			_	—	—
Depth to Water Ft	Seal	Depth Ft	Bentonite Cl	nips – Product Name	
Casing Perforated Ft to	Ft	Pumped D Free Fall (allowed only when the interv			vhen the interval
Casing cut off Ft Below Grade (6ft max allowed)			to be sealed is dry and less than 30 Ft depth)		
Oil lubricated pump (<u>Any oil in the</u> disposed of prior to destruction)	well shall be remove	ed and properly			
Setbacks					
Leach Lines Ft	Septic Tank	Ft 🔲 Cesspoo	۱F	t	Ft
Sewer Lines Ft DA	nimal/Fowl Enclosure	eFt 🗌	Designated Sev	vage Replacement Area	Ft
Flood Control Basins	Ft 🔲 Waste Water	Disposal Ponds	Ft 🔲	Lakes/Streams	Ft
FEE S656 (Domestic/Agricultural/	Cathodic/Test Hole P	E4650, Public/Indus	trial PE4652)	\$441 (Well Destruction P	PE4651)
No Charge (Monitoring Well/Soil Bo	oring PE4653)				,
	neck 🗌 Credit Card	(Online Payment Re	ceipt Attached)		
I hereby certify that the information descr					
Ordinance and the conditions of this pern					
this application and issuance of the perm Workers' Compensation Insurance. I furt					
be deemed necessary to ensure complian					
		-			
CONTRACTOR SIGNATURE:					
DATE:					
OFFICE USE ONLY - ENVISION CL	<u>_ERICAL</u> :				
Account#					
Entered By					
SPECIAL REQUIREMENTS:	Faxed by				

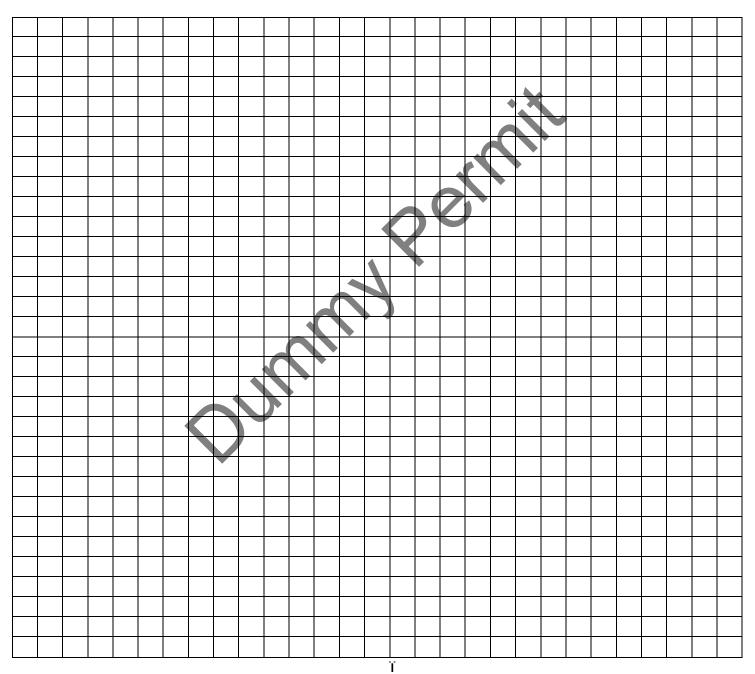


DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH DIVISION P.O. Box 11867 Zip 93775, 1221 Fulton Street, Fresno, California 93721 Telephone: (559) 600-3357 Fax: (559) 600-7629 Website: www.fcdph.org/water PLOT PLAN TO ACCOMPANY PERMIT TO CONSTRUCT, DEEPEN, DESTROY, **RECONDITION, OR REPAIR A WELL**

Note: This permit is non-transferable and is valid for 180 days

Job Address / Location: _____ APN: ____ / / PERMIT # _____

Indicate distances in feet. Provide the names of streets or roads nearest to the property. Provide dimensions of the property and all existing or proposed structures. Provide locations of existing or proposed sewage disposal systems, including expansion or repair areas, within 250 feet of the new well. Provide locations of all other wells within 300 feet of the new well. Location information shall include all adjacent parcels, if within setbacks.







DEPARTMENT OF PUBLIC HEALTH DAVID POMAVILLE, DIRECTOR

SPECIAL SEALING REQUIREMENTS FOR WELLS LOCATED IN AREAS OF CORCORAN CLAY WITHIN FRESNO COUNTY

Drilling Contractor	Date Approved
Location	
Owner	
WP#	APN

The well location for this permit has been determined to be within an area where special sealing requirements exist. Fresno County Ordinance Code 14.08.060. "Sealing-off strata" requires special sealing procedures if the well penetrates more than one aquifer separated by Corcoran Clay. The Corcoran Clay in the area where this well is located is estimated by the Water Resources Control Board to be located at ______ ft deep.

Bulletin No. 74-6, Water Well Standards-Fresno County was written by the California Department of Water Resources. This Bulletin describes the various geological conditions where water is found in Fresno County and ways to prevent water contamination. The Bulletin divides the county into four areas, Area III or the Valley Trough runs north to south along the west side of Fresno County, east of the coast range and west of the city of Fresno. Within this area is a layer of confining clay called Corcoran Clay that separates the water aquifers and keeps their water quality different. The upper aquifer in this area has more salts and minerals than the water below the Corcoran Clay. Water with high salts and minerals can be detrimental to crops and undesirable to drink. It is a benefit to the citizens of the county to keep the two aquifers separated and maintain the better water quality found in the lower aquifer.

Within Area III are three water bearing aquifers; (1) a confined aquifer below the Corcoran Clay, (2) an unconfined aquifer above the Corcoran Clay and (3) a perched aquifer near the ground surface. Wells constructed in these areas have special sealing requirements that are intended to preclude the water in these aquifers from mixing (Bulletin 74-6, Water Well Standards Fresno County).

Fresno County Ordinance Code Title 14 Section 14.08.060 in part reads:

"In areas where a well penetrates more than one water bearing stratum and any of the stratum contains water of a quality such that, if allowed to mix with water of another stratum, will in the judgment of the Health Officer result in a significant deterioration, the stratum producing such inferior water shall be sealed off to prevent entrance of the water into the well or its vertical migration to other Strata.

Promotion, preservation and protection of the community's health 1221 Fulton Mall / P.O. Box 11867 / Fresno, California 93775 / Phone (559) 600-3357 / FAX (559) 600-7629 Email: EnvironmentalHealth@co.fresno.ca.us & www.co.fresno.ca.us & www.fcdph.org Equal Employment Opportunity & Affirmative Action & Disabled Employer



County of Fresno

DEPARTMENT OF PUBLIC HEALTH DAVID POMAVILLE, DIRECTOR

- A. The undesirable water bearing stratum shall be sealed off by placing impervious material opposite the stratum and opposite the confining bed for a sufficient vertical distance (but not less than 10 ft) in either direction to prevent the vertical movement of water from the producing formation. Sufficient sealing material shall be applied to fill the annular space between the casing and the wall of the drilled hole in the interval to be sealed, and to fill the voids which might absorb the sealing material.
- B. Sealing material shall consist of neat cement, cement grout, or other suitable impervious material (Section 14.08.160-E-1).
- C. Sealing shall be accomplished by a method approved by the health officer.
- D. In areas of Fresno County underlain by Corcoran Clay, wells which extend through this clay shall not be perforated both above and below the clay except in the following instances:
 - 1. Where the Corcoran Clay is less than twenty feet in thickness;
 - 2. In areas where the difference in water quality above and below the clay is approximately seven hundred micromhos (five hundred ppm TDS) or less;
 - 3. In the area east of the Fresno Slough and south of the Murphy Slough."

Perched Water

Fresno County Ordinance Code Section 14.08.060 G

- "G. Wells which penetrate perched waters shall meet the following requirements:
 - 1. Perched waters, including those retained on the A Clay, shall be excluded from all wells except when the well is drilled expressly for the extraction of perched waters for ground water level control, or water quality control, or where it can be demonstrated that the transfer of such water will not in the judgment of the Health Officer cause a significant deterioration of the quality of water in underlying water strata.
 - 2. Wells drilled for extraction of perched waters for ground water level control or for water quality control shall not penetrate any usable ground water body lying below the perched water.
 - 3. In rotary type wells penetrating the A Clay, a positive seal at least twenty feet or at least the thickness of the A Clay shall be provided in the annular space of each well."

Water Well Contractors drilling wells within Area III where the Corcoran Clay is located are required to follow the sealing requirements listed above to ensure that the well is constructed in such a way that both aquifers in this area do not mix.

If you have any questions contact Fresno County Environmental Health Division at (559) 600-3357.

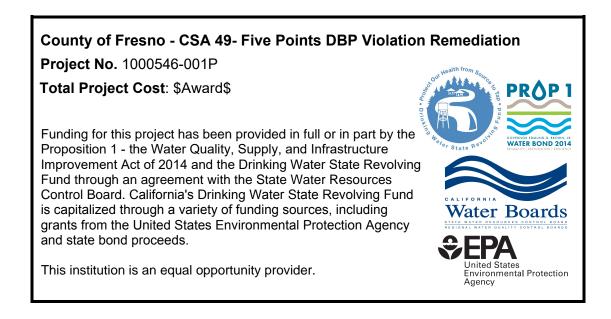
NO TRESPASSING SIGN



PROJECT SIGNAGE

The Contactor shall place a funding sign at a prominent location, as designated by the County. The sign shall be at least four feet tall by eight feet wide and made of ³/₄ inch thick exterior grade plywood. The sign shall be supported by two 16 feet tall, 4x4 smooth wood posts, painted white. All logos are available from the California State Water Resources Control Board, Division of Financial Assistance, and are downloadable on their website. The sign shall be prepared in a professional manner. The sign shall be kept in good condition for the duration of construction.

See below for the sign template.



Actual Text size should reflect the text size depicted in the example. Actual text style shall be Arial (normal) and the text color shall be black on a white background. Actual Graphic Size should reflect the graphic size depicted in the example. Project Cost should reflect the awarded bid.

****END OF SECTION****

SELF-DEALING TRANSACTION DISCLOSURE FORM

•	Company Board Member Information:					
	Name:	Date:				
	Job Title:					
•	Company/Agency Name and Address:					
•	Disclosure (Please describe the nature of the self-dealing transaction you are a party to)					
•	Explain why this self-dealing transaction is consistent with Code 5233 (a)	the requirements of Corporations				
•	Authorized Signature					
	Signature:	Date:				

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- Enter board member's name, job title (if applicable), and date this disclosure is being made.
- Enter the board member's company/agency name and address.
- Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
- The name of the agency/company with which the corporation has the transaction; and

• The nature of the material financial interest in the Corporation's transaction that the board member has.

• Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.

• Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

CONTRACTOR REQUEST FOR CLARIFICATION

Five Points Water System Improvements

CSA 49 PILOT HOLE TESTING

CONTRACT NUMBER: 18-12-C

Requests for clarification of the plans and specifications regarding this project shall be submitted on this form. Any change or clarification of the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Contractors requesting clarification shall complete the following:

Fax form to (559) 600-4399 or e-mail to DesignServices@co.fresno.ca.us

FIRM NAME: _____

SENDER / CONTACT NAME: _____

MAILING ADDRESS: _____

BUSINESS PHONE: (______ FAX NUMBER: (_____)_____

Drawing No.: Spec Section:

Zip Code

Question Type or print one question below

Response

The following section is for County use only.				
Response By:		Date:		
Included in Addendum No		Date:		
Date Received:	Time Received:	am / pm	RFC Number:	

This form may be removed from the project specifications and/or reproduced as needed.

REVISED STANDARD SPECIFICATIONS DATED 09-02-16

ORGANIZATION

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revision, the date of the revision date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the revision.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

07-15-16 Add to the 1st table of section 1-1.06:

APCD	air pollution control district					
AQMD air quality management district						
CISS	SS cast-in-steel shell					
CSL	crosshole sonic logging					
GGL	gamma-gamma logging					

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

07-15-16 Replace the paragraphs in section 7-1.02I(2) with:

05-06-16

07-15-16

Under 2 CA Code of Regs § 11105:

 During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- 3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- 4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

- 1. As used in the specifications:
 - a. "Act" means the Fair Employment and Housing Act.
 - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
- 2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
- 3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
- 4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
- 5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
- 6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site

supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.

- b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
- c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
- e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
- 7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
- 8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
- 9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
- 11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
- 12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Add to the end of the 2nd sentence in the 1st paragraph of section 7-1.02K(1):

, and hauling and delivery of ready-mixed concrete.

Add between the 4th and 5th paragraphs of section 7-1.02K(3):

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

- 1. Truck driver's full name and address
- 2. Name and address of the factory or batching plant
- 3. Time the concrete was loaded at the factory or batching plant
- 4. Time the truck returned to the factory or batching plant
- 5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Add between the 9th and 10th paragraphs of section 7-1.03:

07-15-16

04-22-16

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

Temporary Tapers				
Height differential	Slope (horizontal:vertical)			
(foot)	Taper use of 14 days or less	Taper use of more than 14 days		
Greater than 0.08	100:1 or flatter	200:1 or flatter		
0.04–0.08	70:1 or flatter	70:1 or flatter		

For a taper on existing asphalt concrete or concrete pavement, construct the taper with minor HMA under section 39-2.07.

Grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

- 1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
- 2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, construct the taper with polyester concrete under section 60-3.04B.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, you may use alternative materials or methods to construct the required taper.

Replace § 337.15 in the 3rd item in the list in the paragraph of section 7-1.06B with:

05-06-16

02-12-16

§ 337.1

Add between the 1st and 2nd paragraphs of section 7-1.11A:

Comply with 46 CFR 381.7(a)–(b).

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8 PROSECUTION AND PROGRESS

07-15-16

Replace the table in the 3rd paragraph of section 8-1.10A with:

Liquidated Damages				
Tota	ll bid	Liquidated damages		
From over	То	per day		
\$0	\$60,000	\$1,400		
\$60,000	\$200,000	\$2,900		
\$200,000	\$500,000	\$3,200		
\$500,000	\$1,000,000	\$3,500		
\$1,000,000	\$2,000,000	\$4,000		
\$2,000,000	\$5,000,000	\$4,800		
\$5,000,000	\$10,000,000	\$6,800		
\$10,000,000	\$20,000,000	\$10,000		
\$20,000,000	\$50,000,000	\$13,500		
\$50,000,000	\$100,000,000	\$19,200		
\$100,000,000	\$250,000,000	\$25,300		

Liquidated Damages

07-15-16

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9 PAYMENT

01-15-16

Replace may withhold in the 1st paragraph of section 9-1.16E(4) with:

withholds

01-15-16

04-15-16

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DIVISION II GENERAL CONSTRUCTION 10 GENERAL

04-15-16 Replace section 10-1.02B with:

10-1.02B Traffic Elements

Before starting the operational test of a traffic management system that directly impacts traffic, the system must be ready for operation, and all signs, pavement delineation, and pavement markings must be in place at the system's location.

If maintaining existing traffic management system elements during construction is shown on the Bid Item List, a list of the systems shown within the project limits and their operational status is included in the *Information Handout*. Before starting job site activities, conduct a preconstruction operational status check of the existing system's elements and each element's communication status with the transportation management center to which it communicates. If an existing system element is discovered and has not been identified, the Department adds the element to the list of systems. The pre- and postconstruction operational status check of the discovered elements is change order work.

If maintaining existing traffic management system elements during construction is not shown on the Bid Item List and an existing system element is discovered during the work, notify the Engineer. The Engineer orders a pre- and postconstruction operational status check of the discovered elements. The status check of the discovered elements is change order work.

Conduct the status check with the Engineer and an electrical representative from the traffic operations office of the district in which the work is located. The Department provides you a list of the preconstruction operational status-check results, including:

- 1. Existing traffic management system elements and their locations within the project limits
- 2. Fully functioning elements
- 3. Nonoperational elements

Before Contract acceptance, conduct a postconstruction operational status check of all elements shown on the list with the Engineer and an electrical representative from the traffic operations office of the district in which the work is located.

Replace 10-3 of section 10 with:

04-15-16

10-2-10-3 RESERVED

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12 TEMPORARY TRAFFIC CONTROL

07-15-16 Replace section 12-3.32 with:

12-3.32 PORTABLE CHANGEABLE MESSAGE SIGNS

12-3.32A General

12-3.32A(1) Summary

Section 12-3.32A includes specifications for placing portable changeable message signs.

12-3.32A(2) Definitions

Reserved

12-3.32A(3) Submittals

If requested, submit a certificate of compliance for each PCMS.

Submit your cell phone number before starting the first activity that requires a PCMS.

12-3.32A(4) Quality Assurance

Reserved

12-3.32B Materials

Each PCMS must have a message board, controller unit, power supply, and a structural support system. The unit must be assembled to form a complete self-contained PCMS that can be delivered to the job site and placed into immediate operation. The sign unit must be capable of operating at an ambient air temperature from -4 to 158 degrees F and must be unaffected by mobile radio transmissions other than those required to control the PCMS.

A PCMS must be permanently mounted on a trailer, truck bed, or truck cab under the manufacturer's instructions. The PCMS must be securely mounted on the support vehicle such that it remains attached during any impact to the vehicle. If it is mounted on a trailer, the trailer must be capable of being leveled and plumbed.

A minimum of 3 feet of retroreflective material must be permanently affixed on all 4 sides of the trailer. The retroreflective material need not be continuous but must be visible on the same plane.

The sign panel must be capable of displaying a 3-line message with at least 7 characters per line. The characters must be at least 18 inches in height where the useable shoulder area is at least 15 feet wide.

04-15-16

To prevent encroachment onto the traveled way where the useable shoulder area is less than 15 feet wide, you may use a smaller message panel with at least 12-inch-high characters.

The message displayed on the sign must be visible from a distance of 1,500 feet and legible from a distance of 750 feet at noon on a cloudless day and during the night by persons with 20/20 vision or vision corrected to 20/20.

The characters on a sign panel may be 10 inches in height if:

- 1. PCMS is mounted on a service patrol truck or other incident response vehicle or used for traffic control operations on a highway facility where the posted speed limit is less than 40 mph
- 2. Message is legible from a distance of at least 650 feet at noon on a cloudless day and during the night by persons with 20/20 vision or vision corrected to 20/20

A matrix sign must provide a complete alphanumeric selection.

A PCMS must automatically adjust its brightness under varying light conditions to maintain the legibility of the message. The sign must be equipped with an automatic-dimming mode that automatically compensates for the influence of temporary light sources or abnormal lighting conditions. The sign must have 3 or more manual dimming modes of different intensities.

During the hours of darkness, a matrix sign not using lamps must be either internally or externally illuminated.

The controller must be an all solid-state unit containing the necessary circuitry for the storage of at least 5 preprogrammed messages. The controller must be installed at a location that allows the operator to perform all functions from a single position. The controller must have a keyboard entry system that allows the operator to generate an infinite number of additional messages in addition to the preprogrammed stored messages. The keyboard must be equipped with a security lockout feature to prevent unauthorized use of the controller.

The controller must have:

- 1. Nonvolatile memory that stores keyboard-created messages during periods when the power is not activated
- 2. Variable display rate that allows the operator to match the information display to the speed of approaching traffic
- 3. Screen upon which messages may be reviewed before being displayed on the sign

The flashing-off time must be adjustable from within the control cabinet.

12-3.32C Construction

Place a PCMS as far from the traveled way as practicable where it is legible to approaching traffic without encroaching on the traveled way. Where the vertical roadway curvature restricts the sight distance of approaching traffic, place the sign on or before the crest of the curvature where it is most visible to the approaching traffic. Where the horizontal roadway curvature restricts the sight distance of approaching traffic, place the sign at or before the curve where it is most visible to approaching traffic. Where the curve where it is most visible to approaching traffic, place the sign at or before the curve where it is most visible to approaching traffic. Where practicable, place the sign behind guardrail or Type K temporary railing.

Make a taper consisting of 9 traffic cones placed 25 feet apart to delineate the location of a PCMS except where the sign is placed behind guardrail or Type K temporary railing.

When in full operation, the bottom of a sign must be at least 7 feet above the roadway in areas where pedestrians are anticipated and 5 feet above the roadway elsewhere, and the top of the sign must be not more than 14.5 feet above the roadway.

Operate the PCMS under the manufacturer's instructions.

Keep the PCMS clean to provide maximum visibility.

If multiple signs are needed, place each sign on the same side of the road at least 1,000 feet apart on freeways and expressways and at least 500 feet apart on other types of highways.

If more than one PCMS is simultaneously visible to traffic, only 1 sign may display a sequential message at any time. Do not use dynamic message displays, such as animation, rapid flashing, dissolving, exploding, scrolling, horizontal movement, or vertical movement of messages. The message must be centered within each line of the display.

You may use an additional PCMS if more than 2 phases are needed to display a message.

Display only messages shown or ordered.

Repeat the entire message continuously in not more than 2 phases of at least 3 seconds per phase. The sum of the display times for both of the phases must be a maximum of 8 seconds. If more than 2 phases are needed to display a message, use an additional PCMS.

You must be available by cell phone during activities that require a sign. Be prepared to immediately change the displayed message if ordered. You may operate the sign with a 24-hour timer control or remote control if authorized.

After the initial placement, move a sign from location to location as ordered.

When a PCMS is not in use, move it to an area at least 15 feet from the edge of the traveled way or remove it from the job site away from traffic.

12-3.32D Payment

Not Used

Add between the 1st sentence and 2nd sentences in the 1st paragraph of section 12-4.02A(3)(a):

For a project in District 7, submit the request at least 15 days before the proposed closure date.

Replace section 12-4.02C(2) with:

12-4.02C(2) Lane Closure System

12-4.02C(2)(a) General

The Department provides LCS training. Request the LCS training at least 30 days before submitting the 1st closure request. The Department provides the training within 15 days after your request.

LCS training is web-based or held at a time and location agreed upon by you and the Engineer. For webbased training, the Engineer provides you the website address to access the training.

With 5 business days after completion of the training, the Department provides LCS accounts and user IDs to your assigned, trained representatives.

Each representative must maintain a unique password and current user information in the LCS.

The project is not accessible in LCS after Contract acceptance.	04-15-16			
12-4.02C(2)(b) Status Updates for Authorized Closures Update the status of authorized closures using the LCS Mobile web page.				
For a stationary closure, use code:				
 10-97 immediately before you place the 1st advance warning sign 10-98 immediately after you remove all of the advance warning signs 				

For a moving closure, use code:

- 1. 10-97 immediately before the actual start time of the closure
- 2. 10-98 immediately after the actual end time of the closure

01-15-16

07-15-16

Cancel an authorized closure by using code 10-22 within 2 hours after the authorized start time.

If you are unable to access the LCS Mobile web page, immediately notify the Engineer of the closure's status.

Replace the 1st sentence in the 3rd paragraph of section 12-6.03A with:

07-15-16 When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement delineation, including any underlying adhesive for temporary pavement markers, from the final layer of surfacing and from the pavement to remain in place.

^^^^

13 WATER POLLUTION CONTROL

09-02-16

Replace *General Industrial Permit* in the 2nd item in the list in the paragraph of section 13-1.01C(3) with:

Industrial General Permit

Replace the 2nd paragraph of section 13-1.01D(2) with:

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities; Order No. 2014-0057-DWQ, CAS000001 (Industrial General Permit), issued by the SWRCB. For the Industrial General Permit, go to the SWRCB website.

Replace General Industrial Permit in the 3rd paragraph of section 13-1.01D(2) with:

Industrial General Permit

Replace the 2nd paragraph of section 13-3.01D(2) with:

09-02-16

09-02-16

For a project in the Lake Tahoe Hydrologic Unit, discharges of stormwater from the project must comply with the NPDES General Permit for General Waste Discharge Requirements and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity in the Lake Tahoe Hydrologic Unit, Counties of Alpine, El Dorado, and Placer, (Order No. R6T-2016-0010 and NPDES No. CAG616002). You may view the General Permit for the Lake Tahoe Hydrologic Unit at the Construction Storm Water Program page of the SWRCB website.

Replace the 2nd paragraph of section 13-8.01D(2) with:

For a project within the Lake Tahoe Hydrologic Unit, the design, installation, operation, and monitoring of the temporary ATS and monitoring of the treated effluent must comply with Attachment E of the NPDES General Permit for General Waste Discharge Requirements and National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity in the Lake Tahoe Hydrologic Unit, Counties of Alpine, El Dorado, and Placer, (Order No. R6T-2016-0010 and NPDES No. CAG616002). You may view the General Permit for the Lake Tahoe Hydrologic Unit at the Construction Storm Water Program page of the SWRCB website.

05-06-16

05-06-16

05-06-16

^^^^

16 TEMPORARY FACILITIES

04-15-16

Add between the 1st and 2nd sentences of section 16-2.03A(1):

04-15-16

Constructing a high-visibility fence includes the installation of any signs specified in the special provisions.

^^^^

BID BOOK

FIVE POINTS WATER SYSTEM IMPROVEMENTS

CSA 49 PILOT HOLE TESTING

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

BUDGET / ACCOUNT: 9172 / 8400



Department of Public Works and Planning

CONTRACT NUMBER: 18-12-C

COPY NUMBER:

BID BOOK TABLE OF CONTENTS

FIVE POINTS WATER SYSTEM IMPROVEMENTS

CONTRACT NUMBER: 18-12-C

PROPOSAL NUMBER	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID ITEM LIST/BID SHEET
3	EVALUATION OF BID PROPOSAL SHEETS
4	BID SECURITY
5	NONCOLLUSION AFFIDAVIT
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8(A) – 8(F)	SUBCONTRACTORS
9	CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS
10	TITLE 40, CODE OF FEDERAL REGULATIONS, PART 32 DEBARMENT AND SUSPENSION CERTIFICATION
11	NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS
12(A) – 12(B)	DISCLOSURE OF LOBBYING ACTIVITIES
13(A) – 13(C)	EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS
14	GUARANTY
15 (А) — 15 (К)	GUIDELINES FOR MEETING THE CALIFORNIA STATE REVOLVING FUND PROGRAMS DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR FEDERAL AID PROJECTS

General

Complete forms in the Bid book.

Submit your bid:

- 1. Under sealed cover
- 2. Marked as a bid
- 3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

Bid Document Completion

Proposal sheets are identified by title and by the letter "P" followed by the number assigned to the proposal sheet in question. Proposal sheets are included in the *Bid Book.*

Proposal 1 - Proposal to the Board of Supervisors of Fresno County

Provided for information.

Proposal 2 - Bid Proposal Sheet

One or more sheet(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter.

Proposal 3 - Evaluation of Bid Proposal Sheet

Describes how inconsistences and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

Proposal 4 - Bid Security and Signature

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

- Corporation list officers
- Partnership list partners
- Joint Venture list members; if members are corporations or partnerships, list their officers or partners.
- Individual list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation by an officer
- Partnership by a partner
- Joint Venture by a member
- Individual by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

- Business Address Firm's Street Address
- Mailing Address P.O. Box or Street Address
- Complete, sign, and return with bid.

Proposal 5 - Noncollusion Affidavit

Must be completed, signed, and returned with bid.

Proposal 6 - Public Contract Code Section 10285.1 Statement

Check "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement

Check: "yes" or "no" accordance with instructions on form, include explanation if "yes" is checked. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

Proposal 8(a) through Proposal 8(f) - Subcontractors

Sheet(s) upon which bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid sheet and/or work descriptions similar to those on bid sheet.
- List license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.
- Department of Industrial Relations registration number

Proposal 9 - Certification With Regard To The Performance Of Previous Contracts Or Subcontracts Subject To The Equal Opportunity Clause And The Filing Of Required Reports

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 10 - Title 49, Code of Federal Regulations, Part 29 Debarment And Suspension Certification

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 11 – Non-lobbying Certification for Federal-Aid Contracts

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 12(a) through Proposal 12(b) - Disclosure of Lobbying Activities

For a Federal-aid contract, complete, sign, and return with bid.

Proposal 13 - Not Used

Proposal 14(a) through Proposal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

For a Federal-aid contract, the apparent low, second-low, and third-low bidders must complete and submit so that it is received by Design Services no later than 4:00 PM on the fourth business day after the bid opening if not submitted with the bid.

Proposal 15 - Not Used

Proposal 16 - Guaranty

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

Proposal 17 – Guidelines for Meeting the California State Revolving Fund Programs Disadvantaged Business Enterprise Requirements

Instructions and Forms required by the Federal and State agencies financing the project. To be completed and submitted per the instructions.

Hereinafter called the Owner

FIVE POINTS WATER SYSTEM IMPROVMENTS

CSA 49 PILOT HOLE TESTING

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

The work embraced herein shall be done in accordance with the 2015 Standard Specifications and with the 2015 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

The work to be done is shown on Sheets 1-2 of the Project Details, included as part of these specifications. "

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

Proposal 1

COUNTY OF FRESNO DEPARTMENT OF PUBLIC WORKS AND PLANNING **PROJECT: CSA 49 WATER SYSTEM IMPROVEMENTS** CONTRACT 18-12-C

CSA 49 - FIVE POINTS						
ITEM	QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE	TOTAL PRICE
1	1		LS	MOBILIZATION/DEMOBILIZATION, INSURANCE, AND BONDS		
2	1		LS	CLEARING AND GRUBBING		
3	1		LS	TRAFFIC CONTROL		
4	1		LS	JOB SITE MANAGEMENT		
5	1		LS	WATER POLLUTION CONTROL		
6	1		EA	PROJECT FUNDING SINAGE		
7	1		LS	TEMPORARY FENCING & NO TRESSPASSING SIGNS		
8	50		LF	FURNISH AND INSTALL 22-INCH DIAMETER CONDUCTOR CASING WITH SEAL		
9	1,150		LF	DRILL PILOT HOLE (TO 1,200 FEET TOTAL DEPTH)		
10	6		EA	COLLECT DEPTH ZONE SAMPLES		
11	1		LS	DESTROY PILOT HOLE		
	SUBTOTAL BID (ITEMS 1 - 11)					

F – Final Pay Item S – Specialty Item

Proposal 2

EVALUATION OF BID PROPOSAL SHEETS

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Bidders. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

Proposal 3 Contract Number 18-12-C

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond (); Certified Check (); Cashier's Check (); Cash (\$)

Bidder has and acknowledges the following addenda:

The names of all persons interested in the foregoing proposal as principals are as follows:

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

FIRM NAME _____

Licensed in accordance with an act providing for the registration of Contractors, Class ______ License No._____ Expires _____

(Furnishing Contractor License information as part of this proposal is optional and is requested to facilitate verification of licensure)

Signature of Bidder

Dated

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

BUSINESS ADDRESS:		
	Z	ip Code
MAILING ADDRESS:		
	Z	ip Code
BUSINESS PHONE: ()	FAX NUMBER: ()	
······	· · · · · · · · · · · · · · · · · · ·	
EMAIL ADDRESS		
Proposal 4		

Contract Number 18-12-C

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

To the Board of Supervisors, County of Fresno:

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

(Printed or Typed Name)

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

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

of

(Bidding Entity)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Dated)

(Title 23 United States Code Section 112)

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

* NOTE: Completing, signing, and returning the Non-Collusion Affidavit is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal 5 Contract Number 18-12-C

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ______, 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 any 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, with any public entity, as defined in Public Contract Code Section 1100, 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.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

Proposal 7 Contract Number 18-12-C

BIDDER:

SUBCONTRACTORS:

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater.** Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, and their contractor's license number is REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR:

Business Address:		
Class	License No.	_DIR Registration No
Item No. or Descript	ion of Work:	
Dollar Amount or Pe	rcentage of Total Bid	
Email Address		
SUBCONTRACTOR:		
Business Address:		
Class	License No.	DIR Registration No.
Item No. or Descript	ion of Work:	
Dollar Amount or Pe	rcentage of Total Bid	
Email Address		
Proposal 8(a)		

Contract Number 18-12-C

BIDDER:					
SUBCONTRACTOR:					
Business Address:					
		DIR Registration No			
Item No. or Descripti	ion of Work:				
		DIR Registration No			
Item No. or Descripti	ion of Work:				
		_DIR Registration No			
Item No. or Descripti	ion of Work:				
Business Address:					
Class	License No.	_DIR Registration No			
Item No. or Descripti	ion of Work:				
Dollar Amount or Pe	rcentage of Total Bid				
Email Address					

Proposal 8(b) Contract Number 18-12-C

BIDDER:					
SUBCONTRACTOR:					
Business Address:					
		DIR Registration No			
Item No. or Descripti	ion of Work:				
		DIR Registration No			
Item No. or Descripti	ion of Work:				
		_DIR Registration No			
Item No. or Descripti	ion of Work:				
Business Address:					
Class	License No.	_DIR Registration No			
Item No. or Descripti	ion of Work:				
Dollar Amount or Pe	rcentage of Total Bid				
Email Address					

Proposal 8(c) Contract Number 18-12-C

BIDDER:					
SUBCONTRACTOR:					
		_DIR Registration No			
Item No. or Descript	ion of Work:				
Email Address					
		DIR Registration No.			
Item No. or Descript	ion of Work:				
Dollar Amount or Pe	rcentage of Total Bid				
Email Address					
Class	License No.	DIR Registration No.			
Item No. or Descript	ion of Work:				
Dollar Amount or Pe	rcentage of Total Bid				
Email Address					
Business Address:					
Class	License No.	_DIR Registration No			
Item No. or Descript	ion of Work:				
Dollar Amount or Pe	rcentage of Total Bid				
Email Address					

Proposal 8(d) Contract Number 18-12-C

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.

The bidder ___, proposed subcontractor ___, hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ___, has not ___, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)		

Ву: _____

(Title)

Date:

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Proposal 9 Contract Number 18-12-C

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2 Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name & Title of Authorized Representative

Date

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

Proposal 10 Contract Number 18-12-C

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding 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 of any Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Bidder:			
Ву:			
Date:			
Title:			

Proposal 11 Contract Number 18-12-C

Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

 Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		 3. Report Type: a. initial filing b. material change For material change only: Year quarter Date of last report 	
4. Name and Address of Reporting Entity: Prime Subawardee Prime Subawardee Tier, if Known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District , <i>if known</i> :		Congressio	onal District, if known:	
 Federal Department/Agency: 8. Federal Action Number, <i>if known</i>. 10. a. Name and Address of Lobbying 	Registrant	 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>:		
(if individual, last name, first name, MI):		different from No (last name, fir		
11. Information requested through this for title 31 U.S.C. section 1352. This disclosure		Signature:		
activities is a material representation of fact upon which		· · · · ·		
reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required		Print Name:		
pursuant to 31 U.S.C. 1352. This information will be reported		Title:		
to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than		Telephone No.: Date:		
\$10,000 and not more than \$100,000 for each such failure. Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

Proposal 12(a) Contract Number: 18-12-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

 County of Fresno
 established a Disadvantaged Business Enterprise (DBE) goal of

 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Dates of Advertisement		

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names	of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dat	es

Proposal 14(a) Contract Number 18-12-C

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Proposal 14(b) Contract Number 18-12-C

F.	Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or
	related assistance or services, excluding supplies and equipment the DBE subcontractor
	purchases or leases from the prime contractor or its affiliate:

b.	The names of agencies, organizations or groups contacted to provide assistance in contacting,
	recruiting and using DBE firms (please attach copies of requests to agencies and any
	responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
i tuille of i igeney, ofguillauton	method Dute of contact	ittouito

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Proposal 14(c) Contract Number 18-12-C

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

GUARANTY

To the Owner: County of Fresno

FIVE POINTS WATER SYSTEM IMPROVMENTS

CSA 49 PILOT HOLE TESTING

CONTRACT NUMBER: 18-12-C

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Contractor:

Date: _____

Proposal – 16 Contract Number: 18-12-C



Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

- 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
- 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- 4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
- 5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
- 6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub- contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub- Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

- 1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
- 2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a nonresponsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
- 3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
 - 1. Entity's name with point of contact;
 - 2. Entity's mailing address and telephone number;
 - 3. The project description on which the entity bid or quoted and when;
 - 4. Amount of bid/quote; and
 - 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

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Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Er	ntity

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

.....

Send completed Form 4500-2 to: Mr. Joe Ochab, DBE Coordinator US EPA, Region 9 75 Hawthorne Street San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Er	ntity

Contract Item Number	Description of Work Submitted fro Construction, Services,	Price of Work Submitted to the Prime Contractor	
DBE Certified By: _	DOT SBA	Meets/exceeds EPA certification s	standards?
Other:		YESNOUnkno	own

FORM 4500-3 (DBE Subcontractor Performance Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name		
Title	Date		
	240		

Subcontractor Signature	Print Name		
Title	Date		

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name	Project Name		
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact		
Address				
Telephone No.	Email Address			
Issuing/Funding Entity				

I have identified potential DBE certified subcontractors. <u>YES</u> NO If <i>yes</i> , please complete the table below. If <i>no</i> , please explain:					
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?		

--Continue on back if needed--

FORM 4500-4 (DBE Subcontractor Utilization Form)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name		
Title	Date		
	Balo		

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CALIFORNIA STATE REVOLVING FUNDS (CASRF) **FORM UR-334**

1. Grant/Financ	e Agreement Numbe	er: 2.	Annual Report	ing Period	3. Purchase Period of Financing Agreement:
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
-		ntractor or Sub-Contr			
5. Recipient's Name and Address: 6. Recipient's Contact Person and Phone Number:					
	Payments Paid by R	ecipient or Prime Con	tractor During (Date of	Current Reporting Procurement	
Purchase Paid by Sub-Contractor For Service Provided to P		Payment (MM/DD/YY)	Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor	
Prime Contractor	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative 12. Date					

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB Barbara.August@waterboards.ca.gov Phone: (916) 341-6952 (916) 327-7469 Fax:

- **Procurement Type:
 - 1. Construction
- 2. Supplies
- 3. Services (includes business services; professional services; repair services and personnel services)4. Equipment

STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

- **Box 1** Grant or Financing Agreement Number.
- **Box 2** Annual reporting period.
- **Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- **Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- **Box 5** Enter Recipient's Name and Address.
- **Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7 Enter details for the <u>DBE purchases only</u> and be sure to limit them to the current period.
 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- **Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- **Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- **Box 10** This box is for explanatory information or questions.
- **Box 11** Provide an authorized representative signature.
- **Box 12** Enter the date form completed.

Agreement

AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner.

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

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

FIVE POINTS WATER SYSETM IMPROVEMENTS

CSA 49 PILOT HOLE TESTING

DRINKING WATER STATE REVOLVING FUND PROJECT NO: 1000546-001P

CONTRACT NUMBER: 18-12-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the, the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (the Bid Book) hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of ______

DOLLARS AND xx/100 (. .) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices

shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

ARTICLE V. With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, STATE OF CALIFORNIA, UNITED STATES OF AMERICA, CONSULTANTS and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the County, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for

Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A and FSC VIII or better.

The Certificate of Insurance shall be issued in duplicate, to the COUNTY OF FRESNO, STATE WATER RESOURCES CONTROL BOARD, KENNETH D. SCHMIDT & ASSOCIATES, and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c	
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000	
> \$1,000,000					
≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000	
> \$10,000,000					
≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000	
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000	

Liability Insurance Requirements

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Works and Planning, Design Services, 2220 Tulare Street, Fresno, CA 93721, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and

Contract Number 18-12-C Agreement - 4

collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum or thirty (30) days advance written notice given to COUNTY.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

C. Professional Liability

If CONTRACTOR is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate with a provision for 3 year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

ARTICLE VI. Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

ARTICLE VII. The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE VIII. Governing Law – Venue for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California

This Contract, 18-12-C, was awarded by the Board of Supervisors on _____. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of

_____, 2019. COUNTY OF FRESNO (OWNER) By ______ Sal Quintero, Chairman

(CONTRACTOR)

(Taxpayer Federal I.D. No.)

By _____

Title

ATTEST:

Bernice E. Seidel Clerk to the Board of Supervisors County of Fresno, State of California

County of Fresno

By _____ Deputy

of the Board of Supervisors of the