

SPECIFICATIONS

FRESNO COUNTY MONITORING WELLS

A pre-bid conference will be held at 2:00 p.m, on November 15, 2017. A discussion of the project will be held. Contractors should meet at 2220 Tulare St, 8th floor Conference room A, Fresno CA 93721. Attendance at the pre-bid is not mandatory; however, the scheduled pre-bid will be the only opportunity for prospective bidders to receive presentation regarding the sites from County staff.

BUDGET / ACCOUNT: 43601250 / 7295



Department of Public Works and Planning

CONTRACT NUMBER: 17-18-C

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PROJECT: FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: NUMBER: 17-18-C

Brian Pacheco, Chairman
Sai Quintero, Vice Chairman
Andreas Borgeas
Ernest Buddy Mendes
Nathan Magsig

1st District
3rd District
2nd District
4th District
5th District

Jean Rousseau, County Administrative Officer

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



Date Signed: 10/23/17

Supervising Engineer: _____

Dale Siemer
Dale Siemer, PE C59670
Lic. Expiration: 12/31/17

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



Date Signed: 10-23-17

Consultant Engineer: _____

Owen E. Kubit
Owen E. Kubit, PE C66552
Lic. Expiration: 06/30/18

Provost & Pritchard Consulting Group
286 W. Cromwell Ave.
Fresno, CA 93711

BOARD OF SUPERVISORS 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, November 30, 2017**

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:

FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: 17-18-C

The work to be done consists, in general, of furnishing all labor, materials and equipment necessary to drill up to four double completion monitor wells within Fresno County. Three of the wells will be included in the base bid and one well will be an individual additive bid. The work shall include but not be limited to, drilling and logging the boreholes, constructing the monitor wells, constructing the wellheads, and incidentals to complete the work described in the Plans and the Specifications.

A pre-bid conference will be held at 2:00 p.m. on November 15, 2017. A discussion of the project will be held. Contractors should meet at 2220 Tulare St, 8th floor Conference room A, Fresno CA 93721. Attendance at the pre-bid is not mandatory; however, the scheduled pre-bid will be the only opportunity for prospective bidders to receive presentation regarding the sites from County staff.

The County of Fresno is committed to increasing the availability of employment and training opportunities, and requires 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 are performed by qualified participants in state approved apprenticeship programs who also are current or former "Welfare-to-Work" participants in the CalWORKs program. Attention is directed to "Apprentices" in Section 7 of these special provisions.

Incentives whereby the Contractor or subcontractor receives partial reimbursement for the wages paid to apprentices who qualify may be available. The incentive program is administered by the County of Fresno, Department of Social Services, Employment Resource Center. For questions regarding the incentive program, contact the Employment Resource Center at (559) 600-5370.

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

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

Bid books, which contain bid proposal sheets necessary to submit a bid, may be obtained at no charge by sending a request to DesignServices@co.fresno.ca.us. 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 \$30 will be required for each set of plans and \$30 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 DesignServices@co.fresno.ca.us 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 C57 (Well Drilling)**, is required for this project.

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 from the California Department of Industrial Relations' Internet web 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.

Bids are required for the entire work described herein, including a bid for the base bid and a bid for each of the additive bids. The total amount of the base bid and additive bid is the cumulative sum of the bid amounts listed for the individual line items. Bids will be compared, for purposes of identifying the apparent low bidder for proposed award of the project, on the basis of the total of the base bid plus the total of all additive bids; provided however, that the ultimate scope of the project, as subsequently determined by the Board of Supervisors at the time of award, may or may not include all or any of the additive bids.

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

Issue Date: October 23, 2017

Special Provisions

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 to 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-time-based 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 quantity 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

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
<i>California MUTCD</i>	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.ca.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: DesignServices@co.fresno.ca.us
Division of Accounting, Office of External Accounts Payable	http://www.dot.ca.gov/hq/ascoap/payments/contact.htm#compets1	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/construc/	--	--
Geotechnical Services	http://www.dot.ca.gov/hq/esc/geotech	GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227-7000
METS	http://www.dot.ca.gov/hq/esc/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/manuals.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:

Supplemental Project Information

Where Available	Description
Included in Project Details	A. Encroachment “dummy” permit
	B. Well “dummy” permit

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

2-1.11–2-1.30 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 inconsistencies 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 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 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

Does not apply to this contract

2-1.33C(10) Proposal 10 - Title 49, Code Of Federal Regulations, Part 29 Debarment And Suspension Certification

Does not apply to this contract.

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

Does not apply to this contract

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

Does not apply to this contract

2-1.33C (13) Proposal 13(a) through Proposal 13(b) - Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

Does not apply to this contract

2-1.33C(14) Proposal 14(a) through proposal 14(c) - Exhibit 15-H DBE Information — Good Faith Efforts

Does not apply to this contract

2-1.33C(15) Proposal 15 - Opt out of payment adjustments for price index fluctuations

Does not apply to this project

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.

2-1.34 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 60calendar 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 6-1.05 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:

04-22-16

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
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.
2. 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:

Temporary Tapers

Height differential (foot)	Slope (horizontal:vertical)	
	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 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 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.

7-1.06I 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 than 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.

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

Topic	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	--

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
SIXTY (60) 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 DOLLARS (\$2,000.00)**

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 delay-related 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.

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 seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

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

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

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

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

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

Protect any irrigation component to be relocated 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 13-1.01D(2) 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 re-submittal 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

**DELETE DIVISION III THROUGH DIVISION XII AND REPLACE WITH
THE FOLLOWING**

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

- A. 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)

Fresno County Monitoring Wells

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's generally accepted, published 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.

Fresno County Monitoring Wells

1.4 LIST OF DRAWINGS

A. The Work shall conform to the following Drawings:

TITLE	SHEET NUMBERS
<u>FRESNO COUNTY MONITORING WELLS</u>	
Cover Sheet	1
Location Map	2
Monitoring Well Details	3

1.5 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.

1.6 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.

END OF SECTION

Specifications
01 00 05-3

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 drill up to four double completion monitor wells within Fresno County. The work shall include but not be limited to, drilling and logging the boreholes, constructing the monitor wells, constructing the wellheads, and incidentals to complete the work described in the Plans and the Specifications.
- B. The construction site is located in Fresno County near the community of Helm, California.
- C. The primary components are generally described as follows:
 - 1. Drill each borehole in turn to total depth, collect cutting samples and perform geophysical logs.
 - 2. Construct each well in turn: Install Casing, Gravel Pack and Annular Seal.
 - 3. Perform Preliminary Well Development on each well in turn.
 - 4. Install development pump in each well in turn, perform Pump Development at Engineers direction.
 - 5. Construct Wellheads.

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.

1.5 ORDER OF WORK

- A. The wells do not need to be constructed in any particular order.

END OF SECTION

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 1.5, 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.

END OF SECTION

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.

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/she shall obtain from each of his/her subcontractors a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating required modifications.

END OF SECTION

SECTION 01 20 00

MEASUREMENT & PAYMENT

PART 1 GENERAL

1.1 MEASUREMENT

- A. Unless otherwise specified in the Contract Documents, quantities of work shall be determined from measurements or dimensions in a horizontal plane. All measurements shall be made in accordance with United States Standard Measures and shall be measured on the basis of "in-place" quantities.
- B. 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 9-1.16 of the State Standard Specifications which, except as modified herein, shall apply in its entirety.
 - 1. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project.
 - 2. Partial payments for materials on hand shall not exceed one hundred percent (100%) of the value of material delivered on site, 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 Contract; nor shall such payment be construed as acceptance of any of the Work. Payment shall not be construed as transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to protect any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in Section 7-1.15 of the State Standard Specifications.

1.3 *FINAL PAYMENT*

- A. Notice of Completion will be filed in the normal course of business following the first regular meeting of Fresno County Board which occurs far enough after Final Completion to allow for agendaing Fresno County 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.
- D. The Contractor shall comply with Section 00 52 21 -- Waiver and Release Submittals.

SECTION 01 22 00

EXPLANATION OF BID ITEMS

PART 1 GENERAL

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

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the 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. Compensation for such work and/or material shall be included in the prices paid for other items of work.

1.2 *BID ITEMS*

MONITORING WELL FC-1 through FC-4

Bid Items 1, 17, 33 & 49 - Mobilization, Bonds, Insurance and Permits

Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals making up the cost of mobilization, move-in, move-out, all necessary bonds, insurance, permits, licenses, and fees required during the performance of the work as specified. This item also includes demobilization, including the removal of all equipment, supplies, personnel and incidentals from the project at the end of construction, and completion and submittal of DWR Well Completion Reports. This bid item will be paid for by Lump Sum for the entire project.

Bid Items 2, 18, 34 & 50 - Worker Protection

Payment for this item shall be considered full compensation for items included in Section 7-1.02K (6) of the Standard Specifications including but not limited to all labor, materials, tools, equipment and incidentals for providing for worker protection from caving ground in excavations and other hazards that may occur during construction, in accordance with the Plans and specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Items 3, 19, 35 & 51 - Traffic Control

The contract lump sum price paid traffic control includes full compensation 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 Items 4, 20, 36 & 52 - Job Site Management

The contract lump sum price paid for job site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

Bid Items 5, 21, 37 & 53 - Water Pollution Control

The contract lump sum price paid for water pollution control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and 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 Items 6, 22, 38 & 54 - Miscellaneous Facilities, Operations, and USA

This bid item includes provisions for protection of workers from any hazards that may occur during construction, and Underground Service Alert (USA) notification for monitoring well drilling and construction. This bid item also includes work shown and described in the contract documents, but not included in other bid items, including, but not limited to site safety, protection of existing facilities, sieve analysis, and site cleanup. This bid item will be paid for by Lump Sum for the entire project.

Bid Items 7, 23, 39 & 55 - Drill 12-inch Diameter Borehole

This bid item is a unit price bid for drilling borehole, and shall be per lineal foot completed, and shall be full compensation for furnishing all labor, equipment and materials to complete the installation as described herein, including the collection and proper disposal of drill cutting samples, 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 Items 8, 24, 40 & 56 - Electric Log

This bid item includes performing an electric log in each completed borehole using the services of an Engineer approved logging firm. The logs shall be performed for the entire length of the borehole. This bid item shall be full compensation for furnishing all labor, equipment, materials and subconsultants to complete the work as described herein, and no additional compensation will be made therefore. The item also includes arranging for the logging and remaining on site during the logging. The item will be paid for per each well with no compensation for variance in depth. The quantities may be increased, decreased, or deleted entirely by Owner, with no change in unit price.

Bid Items 9, 25, 41 & 57 - Furnish and Install 2-inch (nominal) Diameter Blank Casing

This bid item is a unit price bid for furnishing and installing 2-inch diameter (nominal) schedule 40 PVC blank casing and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment and materials to complete the

installation as described herein, including centralizers, and no additional compensation will be made therefor. This task will also include furnishing and installing end caps and J-plug caps. The quantities may be increased, decreased, or deleted entirely by Owner, with no change in unit price.

Bid Items 10, 26, 42 & 58 - Furnish and Install 2-inch (nominal) Diameter Perforated Casing

This bid item is a unit price bid for furnishing and installing 2-inch diameter (nominal) schedule 40 PVC perforated casing, and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment and materials to complete the installation as described herein, including centralizers, 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 Items 11, 27, 43 & 59 - Furnish and Install Gravel Pack

This bid item is a unit price bid for furnishing and installing gravel pack as specified, and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment, and other materials 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 Items 12, 28, 44 & 60 - Construct Bentonite Seal

This bid item is a unit price bid for constructing a bentonite seal inclusive of 5-foot sand transition seal and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment and materials 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 Items 13, 29, 45 & 61 - Construct Cement-Grout Annular Seal

This bid item is a unit price bid for constructing a cement grout seal and shall be per lineal foot complete in place, and shall be full compensation for furnishing all labor, equipment and materials 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 Items 14, 30, 46 & 62 - Preliminary Well Development

This bid item is a unit bid for preliminary well development by swabbing and airlifting and shall be reimbursed per hour completed, and shall be full compensation for furnishing all labor, equipment and materials to complete the work as described herein, including proper disposal of water, 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 Items 15, 31, 47 & 63 - Well Development by Pumping

This bid item is a unit bid for well development by pumping and shall be reimbursed per hour completed, and shall be full compensation for furnishing all labor, equipment and materials to complete the work as described herein, including proper disposal of water, 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 Items 16, 32, 48, 64 - Construct Wellhead Facilities

Fresno County Monitoring Wells

This bid item includes constructing wellhead facilities (including, but not limited to cover, lock, reflectors, concrete footing, and grading) and shall be full compensation for furnishing all labor, equipment and materials to complete the work as described herein, and no additional compensation will be made therefore. This bid item will be paid for by Lump Sum for each well.

END OF SECTION

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.

Fresno County Monitoring Wells

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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, 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

END OF SECTION

SECTION 01 33 00

SUBMITTALS

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 REVIEW 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 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 will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incidental 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 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:
 - a. **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.
 - b. **MAKE CORRECTIONS NOTED:** Same as 1.a., except that minor corrections as noted shall be made by the Contractor. No re-submittal required.
 - c. **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 required.
 - d. **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.
 - e. **REJECTED:** Submitted material does not conform to Plans and Specifications in major respect, i.e.: wrong item, wrong size, model, capacity, or material. Re-submittal 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 one 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

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 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 Fresno County 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.

END OF SECTION

SUBSTITUTION REQUEST FORM

Page 1 of 2

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION:	PARAGRAPH:	SPECIFIED ITEM:

Proposed Substitution: _____

- Attach:
- 1) Complete technical data, including laboratory tests, if applicable.
 - 2) Complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

A. Does the substitution affect dimensions on Drawings?

B. Will the undersigned pay for changes to the project design, including engineering and detailing costs caused by the requested substitution?

C. What affect does substitution have on other trades?

D. Differences between proposed substitution and specified item?

E. Manufacturer's guarantees of the proposed and specified items are:

 ___ Same ___ Different (explain on attached sheet)

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 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. Board: Board of Directors, Fresno County.
2. Calendar Day: Every day shown on the calendar.
3. Contractor: The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.
4. Contract Price: The total amount of money for which the Contract is awarded.
5. Contract Unit Price: The Contractor's original bid for a single unit of an item of work in the Proposal.
6. Contract Time: The number of calendar days for completion of the Work, including authorized time extensions. In the event a calendar date is specified for Project completion in lieu of a number of calendar days, the Work shall be completed by that calendar date. The Contract Time shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.
7. Engineer: Director of Public Works and Planning and/or his designee
8. Equipment: (Construction) - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) - All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.
9. General Conditions: As specified in Section 00 72 00 – General Conditions.
10. General Requirements: All specifications contained in Division 1.
11. Notice: Any notice allowed or required to be given by the Owner may be given by the Engineer.
12. Owner: Fresno County

13. Person: Any individual, association, partnership, corporation, trust, joint venture or other legal entity.
14. Plans: The drawings, profiles, cross-sections, working drawings and supplemental drawings, or reproduction thereof, approved by the Engineer, which show the location, character, dimensions or details of the work.
15. Proposal: The offer of a Bidder when submitted on the Proposal form; properly signed and guaranteed.
16. Reference Documents: Bulletins, Rules, Methods of Analysis or Test, Codes, Standards, and Specifications of public or private agencies, Engineer Societies, or Industrial Associations. Reference shall be to the latest edition thereof, including Amendments, which are in effect and published at the time the Request for Bids is issued, unless a specific edition is identified, in which case reference shall be to such specific edition. Reference Documents are intended to amplify the descriptions of materials, equipment, and construction systems and are to be considered a part of the Contract Documents insofar as the various sections thereof are referred to hereinafter. Examples of Reference Documents are Federal Specifications, State Standard Specifications, and those of American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), American Standards Associations (ASA), and American Concrete Institute (ACI).
17. Salvage: The protection storage, and/or removal of specified existing equipment, parts or materials during the work for retention and later use by the Owner.
18. Sanitary Sewer: Any conduit and appurtenances intended for the reception and transfer of sewage.
19. Specifications: 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 Division II), General Requirements (Division 1), Technical Specifications (Division 2 and Division 33), and Reference Documents.
20. State: The State of California.
21. State Standard Plans: State of California, Business and Transportation Agency, Department of Transportation, Caltrans, Standard Plans, latest revision.
22. State Standard Specifications: 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. Storm Sewer: Any conduit and appurtenances intended for the reception and transfer of storm water.
24. Street: Any public road, highway, parkway, freeway, alley, walk or right-of-way.
25. Surety: Any individual, firm or corporation bound with and for the Contractor for the acceptable performance, execution and completion of the Work, and for the satisfaction of all obligations incurred.
26. Utility: Tracks, overhead or underground wires, pipelines, conduits, ducts or structures, sewers or storm drains owned, operated or maintained in or across a public right-of-way or private easement.
27. Water Main: Any conduit and appurtenances intended for the distribution of water.
28. Working Day: Any weekday (Monday through Friday), not a designated national holiday, during which weather allows the Contractor to work four or more hours consecutively, starting no later than 10:00 AM.

1.2 REFERENCED STANDARDS

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

Fresno County Monitoring Wells

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
ASA	(now U.S.A.S.I., USA Standards Institute) Association & its 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
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
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
CMAA	Crane Manufacturers Association of America
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
EI	Edison Electric Institute
EJCDC	Engineers' Joint Contract Documents Committee
EP	Edge of pavement
EPA	Environmental Protection Agency
FED SPEC	Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association

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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	National Association of Architectural Metals Manufacturers
NACE	National Association of Corrosion Engineers.
MBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBHA	National Builders Hardware Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NLA	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

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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
SPI	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	West Coast Lumbermen's Association (Std. Grading and Dressing Rule)
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WPCP	Water Pollution Control Plan
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

END OF SECTION

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 01017 – Materials and Substitutions.

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.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 GENERAL

1.1 GENERAL

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

1.2 TEMPORARY UTILITIES

A. Water

- 1. 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 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. Adequately 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. 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.

END OF SECTION

SECTION 01 57 50

CONSTRUCTION STAKES, LINES, AND GRADES

PART 1 GENERAL

1.1 LINES AND GRADE

- A. The Work shall be executed in accordance with the lines and 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 prior to Contractor mobilization to 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.

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 GENERAL

- A. It is the intent of these Contract Documents that the Contractor shall 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)

END OF SECTION

SECTION 33 24 13

MONITORING WELL CONSTRUCTION AND DEVELOPMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The work consists of constructing of up to four (4) double completion monitoring wells. One screen shall be located within the unconfined aquifer and the other screen shall be located within the confined aquifer.
- B. Upon completion of construction of each monitoring well, the Contractor shall develop the well as described in these Specifications. Contractor shall supply equipment and labor for well development.
- C. The Contractor shall submit geophysical logs to the Engineer, and submit Well Completion Reports to the Engineer and California Department of Water Resources.

1.2 DEFINITIONS

- A. Owner: Fresno County
- B. Engineer: Director of Public Works and Planning and/or his designee
- C. Geologist: Professional geologist retained by owner who will monitor construction of the wells and prepare geologic logs.
- D. Driller or Contractor: The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with the County of Fresno as party or parties of the second part, or his or her legal representative.

1.3 SUBMITTAL REQUIREMENTS

- A. The Contractor shall prepare and submit at a minimum, the following information for each monitoring well:
 1. Geophysical Logs (geophysical logging to be performed by Engineer approved logging firm, and paid for by the Contractor).
 2. Well Completion Report showing the location of the well, casing diameter and wall thickness, lengths and locations of casing installed, type of perforation and slot size, perforated interval(s), borehole diameter, gradation of gravel pack, location of fine sand, annular seals, and other pertinent information found on State Well Completion Reports.
 3. Development records showing duration and volume of water pumped, and all other pertinent information concerning development by pumping.

4. Manufacturer's or supplier's standard literature and certification that the following materials for the monitoring well comply with this specification (to be submitted before well construction):
 - Blank Well Casing
 - Perforated Well Casing
 - Gravel Pack
 - Annular Seal Material
 5. Drilling plan including drill rig to be used, water disposal method and excavation disposal method
 6. Discussions on any problems, unique circumstances or other issues worthy of discussions that were encountered during drilling and construction.
- B. Three copies of the Well Completion Report shall be submitted to the Owner prior to acceptance.

1.4 *STANDARDS AND PERMITS*

- A. The monitoring wells shall be drilled in accordance with the Fresno County Water Well Permit, the California Water Well Standards, and as described in the Plans and these Specifications. The Contractor shall obtain well drilling permits from Fresno County Health Department, and shall report the results of the drilling to the California Department of Water Resources. The driller shall also be responsible for acquiring Fresno County encroachment permits for any wells constructed on County road right-of-way.
- B. The Contractor will not be allowed to mobilize or perform drilling until they have provided the Owner with copies of all required permits. The Contractor will not be reimbursed for any work performed without the required permits.
- C. The Contractor shall be available and present for a final well inspection by County Health Department or the Engineer or both if they so choose to inspect the constructed wells.
- D. The Contractor shall contact Underground Service Alert (USA) to mark the proposed well locations for underground utilities. The contractor shall verify that there are no utilities in the vicinity of the areas to be drilled. The Contractor shall mark an area at least 50 feet by 50 feet for USA to mark, or more if the site conditions require or there is reasonable potential that the well location may later be moved. The Contractor will not be permitted to mobilize for construction until copies of the USA tickets are provided to the Engineer.
- E. The Contractor shall contact Fresno County Health Department at least 48 hrs prior to well drilling.

1.5 *EXPERIENCE AND LICENSE*

- A. The monitoring wells shall be drilled by a qualified well driller with experience in construction of deep monitoring wells.
- B. The Contractor shall submit a statement describing, in detail, the types, makes, ages, and condition of all equipment to be used in performing the work. The Contractor shall also make the equipment to be used in performing the work available for inspection by the Engineer prior to construction. The Contractor shall have at least five (5) years of experience working on similar projects, including double completion monitoring wells using the drilling methods as specified. The Contractor shall submit to the Engineer three references for whom mud rotary drilling of monitoring wells, or a similar method, as described in these Specifications and to at least these depths, was performed. In listing these references, the Contractor shall give the name of the person or firm for whom the work was performed, the address and telephone number at which that person or firm can be contacted, a description of the work performed, and the amount of the contract.
- C. Well driller must possess a C-57 Well Drillers License, valid in the State of California.

1.6 *EQUIPMENT REQUIREMENTS*

- A. Drilling equipment and soil samplers will be thoroughly washed with a solution containing tri-sodium phosphate (TSP) or a non-phosphate detergent, or steam-cleaned, rinsed with steam distilled water, and air-dried immediately prior to use on site to prevent the introduction of contamination from another source. If equipment needs to be steam-cleaned on site, it will be cleaned in a designated area prior to reuse.

1.7 *ORDER OF WORK*

- A. Prior to well construction, Fresno County will survey well locations to verify they are within County Road right-of-ways. Well locations will be staked in the field. The Engineer will confirm exact locations just prior to drilling.
- B. If a staked location is found unsuitable by the Contractor, the Engineer must visit and verify any new well locations before the Contractor can re-contact USA or begin drilling.
- C. Construction of a monitoring well shall not proceed until Engineer/Geologist has made final recommendation of construction details.

1.8 *WORK TO BE PERFORMED BY THE CONTRACTOR*

- A. The Contractor shall contact Underground Service Alert (USA) no less than two full working days prior to drilling to verify that the staked well locations are not within the path of buried utilities. The Contractor shall immediately notify the Engineer and the Utility owner if they disturb, disrupt or damage any utility. No extra compensation will be made for the repair of any services or mains damaged by the Contractor.

Fresno County Monitoring Wells

- B. The Contractor shall contact Fresno County Health Department 48 hrs prior to drilling at any site
- C. Drilling, casing, gravel packing, sealing, airlifting, and other work incidental to the monitoring wells shall be performed by the Contractor. The Contractor shall drill the monitoring wells by mud rotary method.
- D. The Contractor will prepare and maintain access to the work area as well as provide sufficient room for the efficient operation of their equipment. If necessary for security and safety, the 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 to acquaint themselves with local conditions, as no allowance will be made after contract has been awarded for any errors or omissions made by the Contractor due to site conditions.
- E. The Contractor shall diligently pursue all work to completion. Upon completion and development of each monitoring well, the Contractor shall level the drill site, and remove all materials incidental to the drilling operations. At the end of each work day, the Contractor shall take reasonable measures to clean and level the work site to limit visual impacts.
- F. The Contractor shall, at his own expense, furnish all equipment, material, 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).
- G. The Contractor shall pay any federal, local, or state taxes assessed or levied on account thereof, in accordance with the practices generally acceptable for the nature of work to be performed under this Contract.
- H. 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 equipment, materials, tools, and supplies not a part of the completed monitoring well 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, or other suitable arrangement.
- I. When wells are to be within County Road Rights-of-Way, the Contractor must perform all work within the County Road Rights-of-Way, must follow all County ordinances including basic County conditions such as traffic control and signs, and the Contractor must confirm that the wells are constructed within the County Road Rights-of-Way. Wells must be placed at least 9-feet from County Road pavement, as required by County regulations.
- J. The Contractor shall notify the Engineer Immediately if any of the quantities will

be greater than those in the Bid Schedule.

- K. The contractor shall construct the wells using a mud rotary drill rig. Other well drilling methods may be acceptable upon approval from the Engineer or Geologist.

1.9 SECURITY

- A. The Contractor shall provide, at all times during the duration of the Contract, suitable means of protecting the boreholes and well casings from the entrance of foreign objects.

- B.

1.10 NOTIFICATION

- A. The Contractor shall give notice to the Engineer of specific operations as follows:
 - 1. At least 48 hours advance notice of start of drilling operations at the well site.
 - 2. At least eight (8) hours advance notice of geophysical logging.

1.11 WELL DESTRUCTION

- A. In the event the Contractor shall destroy a hole or well because of loss of tools or other causes which are their responsibility, or if the well fails to conform to these Specifications and the Contractor is unable to correct the condition at their own expense or negotiate a mutually-acceptable cost reduction for deviations from the Plans and Specifications, it shall be considered an abandoned hole, and the Contractor shall immediately start a new monitoring well at a nearby location designated by the Engineer. The Contractor may salvage as much undamaged material from the initial well as possible to be used in the new monitoring well. The Contractor shall, at their expense, destroy the old hole by filling with sand-cement grout completely from bottom to top and in conformance with regulations of the Fresno County Health Department, the Section 23 of the California Water Well Standards, and as described in these Specifications. Contractor shall notify the Fresno County Health Department and arrange for a Health Department inspector to witness sealing.

1.12 NUISANCE WATER

- A. It is anticipated that nuisance water, such as rainfall or surface runoff, may occur within the construction sites during the period of drilling under this contract. The Contractor, by submitting this bid, will be held to have investigated the risks arising from such water, and to have made his bid in accordance therewith. The contractor shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of the work caused by such waters.

1.13 *RIGHT TO TERMINATE WORK*

- A. The Engineer reserves the right to terminate the work on each of the monitoring wells at any time. In such an event, the Contractor shall be paid for work completed at that time based on the unit bid prices. The Engineer reserve the right to select an alternate monitoring well site to replace a destroyed monitoring well. If an alternate site is chosen by the Engineer, the Contractor shall be paid for the work done on the alternate well hole based on the unit bid prices.

PART 2 – MATERIALS

2.1 *WELL CASING*

- A. Blank Well Casing – The blank casing shall be 2-inch diameter (nominal) schedule 40 PVC pipe, as shown on the drawings.
- B. Perforated Well Casing – The perforated casing shall be 2-inch diameter (nominal) schedule 40 PVC pipe with machined horizontal slots (assume 0.030-inch width).

2.2 *GRAVEL PACK*

- A. The gravel shall be composed of sound, durable, well-rounded, natural particles, containing no silt, clay, organic matter, or deleterious materials. No crushed rock or angular gravel will be accepted. The Contractor shall submit gravel grading information, which must be approved by Engineer prior to delivery to the site. The gravel shall be equivalent to an 8 x 20 gradation. The Engineer may sample each load of gravel for compliance with these Specifications. If not in compliance with these Specifications, the gravel will be rejected and new gravel provided at the Contractor's expense. All filter pack materials shall have less than two percent, by weight, passing through a No. 200 sieve. The filter pack will be selected to retain a high percentage of the saturated zone (native materials) to be monitored and will be graded similarly.

2.3 *SAND-CEMENT GROUT*

- A. Sand cement grout will be a mixture of equal amounts of sand and Type II Portland Cement with not more than seven gallons of clean water per cubic foot of cement, or an alternative mix approved by the Engineer.

2.4 *BENTONITE SEAL*

- A. The bentonite seals will consist of bentonite slurry, chips or pellets, which will be hydrated with clean water. The bentonite used for well construction must be specifically prepared for use as a sealing material. Bentonite shall be commercially prepared sodium-montmorillonite clay, and be NSF/ANSI Standard 60 certified.

2.5 DRILLING FLUID

- A. The drilling fluid shall be made of bentonite normally used in construction of water wells in Fresno County.
- B. The Contractor shall dispose of surplus drilling fluid in a manner acceptable to the the Engineer, and the landowner, according to regulatory requirements.
- C. The Contractor shall be responsible for securing a suitable water supply for the wells. The contractor shall be responsible for conveying the water from the source to the well sites. The Contractor shall also have a backup water supply in case of unforeseen circumstances.
- D. The drilling fluid discharge pipe shall be installed in a manner that representative samples of drill cuttings can be collected. This includes use of a shale shaker and desander, and an appropriately sized mud pit.

PART 3 — EXECUTION

3.1 HOURS OF OPERATION

- A. Drilling operations may proceed 24 hours a day. When work is expected to occur between the hours of 7 pm and 7 am, the Contractor shall notify all residents within 1,000 feet of the impending construction activity. Work on each well must be performed continuously until construction is complete.

3.2 CONDUCTOR CASING

- A. Conductor casings are not required for the monitoring wells, and no payment will be made therefore. The Contractor may install conductor casings as they feel it necessary or appropriate.

3.3 METHOD OF DRILLING

- A. Each borehole shall be drilled by the mud rotary method of drilling. Other drilling methods may be acceptable upon approval from the Engineer or Geologist. The Owner shall not be responsible for any problems or delays associated with the selected drilling method.

3.4 BOREHOLE DRILLING

- A. Prior to drilling the borehole with a drill rig, the Contractor shall explore to a depth of at least 5 feet using a hand auger, to help verify that there are no buried utilities in the well location.
- B. The standard direct rotary method will be used to drill the boreholes to an anticipated depth of approximately 670-750 feet. The exact depth to which each

hole shall be drilled will be determined by the Engineer/Geologist. The Contractor shall be responsible for keeping each hole open to the total depth. The boreholes shall be a minimum of 12-inches in diameter through the double completion portion and a minimum of 8-inches in diameter once stepped down to single completion.

- C. The Driller shall collect samples at 10-foot intervals for the Geologist to prepare a lithologic log. The contractor shall be cooperative and accommodate the Geologist's efforts. If the contractor is drilling, and the Geologist is not on-site, then the contractor shall place and label soil samples at 10-foot intervals into plastic bags for the Geologist. The samples shall be collected in large, heavy duty zip-lock plastic bags and labeled with well identification, depth interval and date collected. The drilling fluid discharge pipe shall be installed in a manner that representative samples of drill cuttings can be collected. This includes use of a shale shaker and de-sander, and an appropriately sized mud pit.
- D. If the Engineer determines that the hole is lost due to negligence, incompetence, or malpractice on the part of the Contractor or their personnel, or to equipment malfunction, or to the use of defective or unsuitable equipment, the Engineer shall immediately notify the Contractor in writing of his decision and order the hole abandoned, and the Contractor shall not be paid for any footage drilled or for other operations performed in the abandoned hole. If a hole does not meet the requirements set forth in these Specifications, it shall be considered an abandoned hole. If the Contractor fails to drill a borehole to the depth ordered by the Engineer within the scope of the contract, the hole shall be declared abandoned. The Contractor, at their own expense, will destroy the borehole by filling with sand-cement grout from bottom to top and in conformance with the specifications of the Owner, the County of Fresno, the State of California Standard Specifications, and local and State permits and ordinances for abandonment of test holes. The Contractor will drill a new borehole at an alternative site in the immediate area approved by the Engineer.
- E. The final design for each monitoring well shall be determined by the Engineer/Geologist after the borehole is completed and all information interpreted. Blank and perforated casing will be required as shown on the Plans or as modified by the Engineer/Geologist after completion of the borehole.

3.5 *PLUMBNESS AND ALIGNMENT*

- A. The Contractor shall make every effort to drill the well in a manner that will result in a reasonably plumb and well-aligned casing, to prevent undue delays due to lost or jammed tools or abandonment of severely misaligned holes. If equipment specified cannot be placed in the well after completion, the well shall be deemed unacceptable, and will be properly destroyed and replaced with a suitable well by the Contractor at no additional cost to the Owner.

3.6 *BOREHOLE GEOPHYSICS*

- A. An electric log will be run in each borehole. The Contractor will be responsible for retaining a logging subcontractor approved by the Engineer that has at least 5 years experience in performing electric logs, at the Contractor's expense, to perform the geophysical logging. Contractor shall remain at the site during logging and cooperate with the geophysical contractor in running the logging tools in the hole.
- B. The contractor is responsible for the integrity of the boreholes to assure that the geophysical logging can be successfully accomplished. The Contractor shall maintain circulation in the borehole with tools on the bottom of the hole until logging equipment is on location and prepared to conduct the survey. The logging service company shall obtain a sample of the circulating fluid for calibration of the logs prior to the securing of the mud-circulating pump. Tools shall then be pulled by the Contractor and the logging services immediately commenced. If the logging probe fails to descend to the desired depth, the Contractor, at his own expense, shall rerun the drilling tools to recondition the hole.

3.7 *INSTALLING BLANK AND PERFORATED WELL CASING*

- A. Casing installation shall be by methods that will ensure no damage to blank casing, perforated casing, or the hole. The casing shall be suspended above the bottom of the hole to ensure that it will not be supported from the bottom.
- B. The casing shall be joined together by manufacturer approved methods and have plastic centralizers placed at intervals no greater than every 60 feet, and at the top, middle, and bottom of perforated sections.

3.8 *FURNISHING AND INSTALLING GRAVEL PACK*

- A. The gravel pack shall be installed opposite the perforated interval by placing the gravel down a tremie line starting at the bottom of the well. The gravel pack shall extend 10 feet above the top of the perforated intervals. Prior to installing the gravel pack, clean water shall be circulated to thin the drilling fluid. The Contractor will be responsible for maintaining the integrity of the borehole (preventing collapse). Clean water shall continue to be circulated through perforations and up through the annular space during the entire gravel packing operation.

3.9 *INSTALLATION OF FINE SAND*

- A. The bottom five feet of the sealed section shall consist of five feet of fine sand. The sand used shall be approved by the Engineer prior to placement, and shall be placed using a tremie pipe

3.10 *INSTALLING CEMENT GROUT SEAL*

- A. The cement grout seal shall be installed by pumping cement under pressure

through a tremie line. During the operation, the tremie line will be raised as the annular space is filled with cement, but must remain submerged five feet into the cement during the entire operation.

- B. The cement seal will extend from the ground surface to a depth as shown on the Plans, or as indicated by the Engineer/Geologist after completion of the borehole.
- C. Each cement seal shall be allowed to set for 48 hours prior to further operations.

3.11 *INSTALLATION OF BENTONITE SEAL*

- A. The bentonite seal shall be installed by placing bentonite pellets, chips or slurry by gravity through a tremie line. During the operation, the tremie line will be raised as the annular space is filled with bentonite, but must remain submerged five feet into the bentonite during the entire operation.

3.12 *PRELIMINARY DEVELOPMENT*

- A. Swabbing and airlifting shall be used for preliminary well development. The swabbing and airlifting operations shall commence at the bottom of the lowest perforated casing section and work upward in short screen intervals of no more than 10 feet. The swab shall be repeatedly hoisted at each increment. Upon reaching the top of the uppermost perforated section, the swabbing shall begin again at the bottom of the well and proceed upward, in like manner, back to the top of the perforations.
- B. Swabbing and airlifting shall continue for at least 6-hours in each casing, or until sediment free water is produced, as determined by the Geologist.
- C. If swabbing and airlifting is not feasible, or is ineffective, then preliminary development shall be performed with a rig-mounted bailer, or another method approved by the Engineer.
- D. Excess water shall be disposed in an approved manner and shall not cause any flooding, erosion or other problems on or near the well site.

3.13 *DEVELOPMENT BY PUMPING*

- A. Following preliminary development, a temporary pump capable of pumping at least 10 gpm will be installed in the well. Pump development of the well will consist of pumping the well at the maximum possible rate and periodically stopping the pump, to allow the water to fall down the well. The estimated time of pumping and surging required for the well is 6 hours for each casing. The pumping rate will be measured with an approved totalizing flow meter. Development shall continue until the water is clear and sand free, or until the Engineer directs the Contractor to stop.

- B. During development pumping, the Engineer will collect water samples for water quality testing. The contractor shall keep the Engineer aware of the development pumping schedule at all times, and shall coordinate with the Engineer to allow the water quality samples to be collected according to proper protocols.
- C. Excess water shall be disposed in an approved manner and shall not cause any flooding, erosion or other problem on or near the well site. The Contractor may dispose of excess water on County roads only with permission from the County and if the ponding will not cause erosion or obstruct traffic. The Contractor may dispose of water on private land only with permission from the landowner. If the contractor cannot obtain permission to dispose the water on-site or on private property, they will need to haul the water off-site with a water truck.

3.14 *CLEANING WELL*

- A. Upon completion of development, all excess cuttings and debris shall be removed from the bottom of the well.

3.15 *WELLHEAD CONSTRUCTION*

- A. The well casing will be cut to the required height and the wellhead constructed as shown on the plans. The wellhead will include a below grade concrete pad and a traffic-rated precast concrete utility box that must be constructed flush with existing grade per Fresno County Standards. A painted steel water tight locking cover will be installed at existing grade and shall be fitted with PG&E security style bolts, as shown on the plans. An approved J-plug cap shall be furnished and installed on the top of the well casing.
- B. A permanent flexible reflector post, approved by the Engineer, shall be installed next to each well

3.16 *SITE CLEANUP*

- A. At the completion of work and at the end of each work day, the Contractor will clean the site of any material used in drilling and constructing the monitoring wells, including the removal and spreading of all debris and cuttings.
- B. Any material excavated from a mud pit during drilling operations shall be stockpiled within the well site. At the completion of work, cuttings will be removed from the mud pit and disposed of by the Contractor and any stockpiled material shall be placed back in the mud pit. The mud pit shall be filled and compacted to achieve a relative compaction equivalent to the native soils. All temporary fencing shall be removed.

END OF SECTION

Project Details

Contract Number: 17-18-C

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) 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.

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) 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:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) 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

FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: 17-18-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: _____

Zip Code

BUSINESS PHONE: (____) _____ FAX NUMBER: (____) _____

Drawing No.:	Spec Section:
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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.



COUNTY OF FRESNO ROAD ENCROACHMENT PERMIT

Permit No 16 105280
For Inspection Service
Telephone (559)600-4247
Facsimile (559)600-4203

In compliance with County of Fresno Ordinance Nos. 13.04.040, 13.08.010, 13.08.020 and Chapter 5.5 of Division 2 of the Streets and Highways Code, the undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the County right-of-way by performing the following work.

"DUMMY PERMIT"

PROJECT INFORMATION

Permit Title

Fairmont School Safe Drinking Water Improvements

Location Of Proposed Work

Shaw Ave., & Greenwood Align. to Fairmont School (see plans)

Description Of Proposed Work

Excavate trench in dirt shoulder area of 14,330 linear feet and 832 lineal feet in pavement to install 4" PVC C-900 DR-18 Water Line including (1) Road Bore, and (11) Water laterals. Trench resurfacing and backfill shall be per County of Fresno Standards. Traffic Control will be added to this permit at \$105.00 plus \$28.00 per day, for every day signage is in the County of Fresno Road Rights-of-Way.

Estimated Start Date

Will Call

Estimated Completion Date

Will Call

Expiration Date

Will Call

Permit Engineer

Gennadiy Kitsen

Inspector

Rick Orrin

MTCE Area Number

08

Account Number**Applicant's Name**

AECOM *Stephen Spencer*

Address

1360 E SPRUCE AVE SUITE 101 FRESNO CA 93720

Phone Number

Work: (559)-448-8222 Fax: (559)-448-8233

Signature

(X)

Date:

Will Call
Estimated Starting Date

Will Call
Estimated Completion Date

Will Call
Expiration Date

In consideration of the granting of this application, it is agreed that the applicant shall indemnify the County of Fresno and any and all of its officers, employees and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with any work permitted herein. Applicant further agrees to comply with all terms, conditions and specifications contained below and on the reverse side hereof.

NOTIFY THE COUNTY OF FRESNO PERMIT DESK AT (559) 600-4247 A MINIMUM OF 24 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ACTIVITIES PERMIT APPROVAL

Permission is hereby granted to perform the above described work subject to all terms, conditions and restrictions contained below and on the reverse side hereof. This permit is to be strictly construed and no work other than that specified is authorized hereby. This permit is expressly conditioned upon performance of the work. Failure to so perform said work in accordance with County specifications shall be deemed an immediate revocation of this permit and without notice. Work shall be subject to County Inspection. Permittee shall notify County Inspector Rick Orrin a minimum of 24 hours before starting work (Telephone 559/600-4247) THIS PERMIT SHALL BE VOID UNLESS THE WORK HEREIN CONTEMPLATED SHALL HAVE BEEN COMPLETED BEFORE Will Call To commence or complete work after said date requires approved application for permit renewal or time extension. Grantor reserves the right to complete the work to restore the right-of-way as provided in Section 10 on the reverse side hereof.

Permittee shall have the existing utilities marked by 811 USA prior to the start of work.

Construction shall be in conformance with the excepted plans for [Fairmont School Safe Drinking Water Improvements SDWRF Prop. 84 Funding Agreement #84-12C122] and the provisions of this permit.

Construction area must be signed in accordance with the current State of California Manual of Uniform Traffic Control Devices (CA MUTCD). Signs in place during hours of darkness shall be reflectorized for night time visibility in accordance with the above manual.

PERMIT QUANTITIES & INSPECTION FEES

2201.A.3 - Trench Type Excavation Off Pavement	\$3,413.00
2201.A.4 - All Excavations Within Pavement Area	\$762.20
2201.A.5 - Excavation for Irrigation - Pipeline Crossing County Road	\$140.00
2201.A.6 - Excavation For Sewer House & Water Laterals in Pavement	\$1,540.00

TOTAL PROJECT FEES:**\$5,855.20**

0/49

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

By
Permit Engineer Gennadiy Kitsen

Date 06/24/2016

GENERAL PROVISIONS

1. **Definition:** This permit is issued under Section 13.04.040, 13.08.010 and 13.08.020 of the County Ordinance Code, and Chapter 5.5 of Article 2 of the Streets and Highways Code. The term "Encroachment" is used in this permit as defined in said provisions. The term "Encroachment" is used in this permit as defined in said provisions. The term "Grantor" shall mean the Director of Public Works and Planning of the County of Fresno. (When this permit is issued for work to be performed in Special Districts, County Ordinance Code, Section 10.35 shall apply.)
2. **No Precedent Established:** This permit is granted with the understanding that no precedent shall be established on the question of permitting any certain kind of Encroachment within County rights-of-way.
3. **Specifications and Regulations:** All construction shall conform to established specifications and regulations of the County of Fresno. This permit does not constitute approval of any violations of ordinances or regulations. Unless specified otherwise, construction shall conform to applicable requirements of Fresno County Improvement Standards dated October 1966 as required.
4. **Keep This Permit On The Work:** This permit shall be kept at the site of the work and upon request be shown to any representative of Grantor or any Law Enforcement Officer.
5. **Permits From Other Agencies:** This permit covers only those portions of the work located within the County road right-of-way. Permittee shall, whenever required by law, secure a written order or consent to the doing of the work from the California Public Utilities Commission, or any other public board having jurisdiction and this permit shall not be valid or effective until such order or consent is obtained.
6. **Protection Of Traffic:** Protection and control of the traveling public shall be in accordance with the requirements set forth in the current issue of the "Manual on Uniform Traffic Control Devices (MUTCD) with California Supplement approved by the Federal Highway Administration and the California Department of Transportation." Unless otherwise noted on permit, the work shall be carried out in such a manner that public traffic is not obstructed. Adequate warning devices shall be installed and maintained by Permittee until completion of work. Permittee agrees to reimburse Grantor for any costs that may be incurred by Grantor for correcting inadequate signing (this is not intended to relieve Permittee of his/her responsibility to provide adequate warning devices.)
7. **Clean Up Right-Of-Way:** Upon completion of the work all lumber, scraps, and other surplus material shall be entirely removed and the right-of-way left in a clean condition satisfactory to Grantor. All excavations shall be properly backfilled and left in a safe condition. Clean up shall include any necessary sweeping or cleaning of roadway surfaces to remove earth and debris deposited by spillage or tracking from work area.
8. **Public Safety:** Excavations within the right of way shall comply with all applicable portions of Cal/OSHA requirements and California Code of Regulation Title 8 Section 1540 and following. Open trenches or pits shall not be allowed overnight and shall be protected from the public via placement of steel trench plating to cover the opening or with Type K temporary railing to maintain separation from the public. No plywood covering of open areas is allowed where deeper than 12".
9. **Supervision Of Grantor:** All work to be done shall be subject to inspection of and satisfaction of the Grantor. When requested by Grantor, Permittee shall immediately provide test reports or other certification specified by Grantor verifying compliance with the quality and performance requirements of the permit. Prior to commencing work, Permittee shall give 24 hours notice to Grantor, or the person specified on the revised site hereof, prior to starting work, resuming work after moving off the job and prior to paving. (Failure to notify the County as stated shall immediately terminate this permit).
10. **Liability For Damages:** Permittee shall indemnify the County of Fresno and any of its officers, employees, servants and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with the performance of the work performed herein. It will be the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocations.
11. **Making Repairs:** Permittee shall promptly repair any and all damage to right-of-way surfaces and roadway facilities including any injury to any portion of the right-of-way which would not have occurred had the permit work not been done or the encroachment placed therein, unless Grantor gives notice of its election to make such repairs itself. If Grantor gives such notice Permittee shall immediately purchase and have delivered at the site materials specified by Grantor. All payments for labor, equipment and other charges by Grantor, for an account of such works shall be made by Permittee within ten (10) days from the date of any bill, written order, or voucher sent by or approved by Grantor. Grantor may require a deposit in an amount sufficient to cover the estimated cost before starting such repairs.
12. **Maintenance, Repair And Relocation:** Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law, and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existence of said encroachment or as the result of any work done, hereunder. If at any future date it is necessary, because of road relocation or changes in grade, to relocate this facility, the owner, his assigns, heirs and successors, hereby agrees to relocate the facility upon notice by the Grantor at no expense to the County, unless otherwise provided by law.

13. **Prosecution Of The Work:** Permittee shall diligently perform the work with the minimum interference to public traffic and adjacent properties. Access to adjacent properties shall be maintained at all times unless otherwise permitted by property owners. Unreasonable delays in completing the work may be cause for permit revocation and forfeiture of future permit privileges. Grantor reserves the right to require a performance bond of amount warranted by the nature of the work, prior to or during performance of the work.
14. **Care of Drainage:** Established drainage is not to be altered unless specifically authorized.
15. **Submit Location Plan:** Permittee shall furnish record drawings showing location and details of facilities installed by this permit unless exempted by Grantor in writing.

PIPES, CONDUITS, ETC.

16. **Crossing Roadway:** Where indicated in the permit conditions or project plans, service pipes shall be jacked or otherwise forced underneath pavement without disturbing the surface thereof. Pavement or roadway shall not be cut or otherwise disturbed unless specifically allowed on the reverse side hereof. Service pipes are not permitted inside of culvert structures used as drainage facilities.
17. **Depth Of Pipes:** There shall be a minimum of three (3) feet of cover measured from finished grade over all pipes, conduits and cables unless authorized by Grantor in writing.
18. **Backfilling:** That the trench shall be filled as soon as possible and provide compaction as follows: (A) Under all surfaced roads and driveways, and in the area lying within five (5) feet beyond the edge of surfacing, all of the section of trench which lies two (2) feet below the road surface shall be compacted to 95% relative compaction (Calif. Test Method No. 216). (B) In those portions of the County right-of-way not included in paragraph (A) above, the trench shall be compacted to 90% relative compaction (Calif. Test Method No. 216) or to the density equal to the native soil density, whichever is greater. An alternate compaction test method (ASTM D 1557) may be utilized to determine the maximum density of the soil. In place densities may also be determined utilizing a nuclear gauge pursuant to Caltrans Test Method 231.
19. **Pavement Resurfacing:** Pavement on traffic lanes shall be repaired on the same day excavation is made unless otherwise permitted by the Grantor. Temporary asphalt surfacing material four inches in thickness maybe used if provided. Permittee maintains same until final repair is made. Final repair shall typically be completed within 10 days of excavation, unless extended by the Grantor through a rider, addendum, or plan review and approval.
20. **Maintain Surface:** Permittee shall maintain the surface over any and all structures placed hereunder for one year after acceptance by Grantor and any subsequent repair.
21. **Pipes Along Roadway:** Pipes and utilities paralleling the pavement shall be located at such depth from the pavement as specifically directed by Item 16 above. Cutting of tree roots is not permitted.
22. **Permission From Property Owner:** Permittee shall secure written permission from abutting property owners to enter and use their property.

BASE AND PAVEMENT REPAIRS, ETC.

23. **Grades And Specifications:** Base and pavement repairs and miscellaneous paving work shall be in accordance with the current specifications of the Fresno County Department of Public Works and Planning.

CONCRETE CURBS, GUTTERS, SIDEWALKS AND APPROACHES

24. **Concrete:** Portland cement concrete curbs, gutters, sidewalks and approaches shall be Class A concrete containing six sacks of cement per cubic yard of concrete.
25. **Standards:** All concrete work shall conform to Fresno County Improvement Standards. Modifications or changes shall not be made except as noted in this permit.
26. **Curing:** All exposed concrete surfaces shall be cured with a clear curing compound equal to Hunt's Process.
27. **Connection To Street:** A three-inch (3") thickness (compacted) of plant-mixed asphalt surfacing shall be placed between the driveway approach apron and the existing street surfacing.
28. **Finish Grading:** All necessary backfilling, excavating and grading between curb line and property line is considered part of the work and shall be completed by Permittee.
29. **Thickness:** A minimum thickness of three (3) inches of compacted of plant-mixed surfacing shall be placed over subgrade compacted to 95% relative compaction.
30. **Drainage:** The surfacing shall be placed to such grade that the existing drainage pattern is not obstructed. Unless specifically noted on this permit, the paved gutter elevation shall be a minimum of three (3) inches below the existing edge of pavement elevation.
31. **Compliance With Approach Width Standards:** The granting of permission to perform frontage paving is not intended to allow driveway approach widths to exceed standard maximum widths. In cases where the length of the frontage paving exceeds the allowable approach widths, the approach location(s), shall be defined by installation of six (6) inch barriers of other suitable means approved by Grantor.

SPECIAL PROVISIONS

Permit No. Dummy Permit

DRIVEWAYS (EXISTING RMS)

Prepare trench edges in a straight alignment. Restore disturbed areas with (4") inches RMS over compacted material. After repairs, the entire approach or frontage area within the limits of the road right-of-way shall receive a fog-seal. County Inspector assigned to project shall determine rate of application.

DRIVEWAYS (EXISTING A.C.)- OPTIONS

1. In lieu of trenching, driveways may be bored under.

OR

2. Driveways may be open cut and shall be restored as follows: Permanent trench resurfacing shall be restored by saw-cutting pavement at trench edges in a straight alignment and placing (3") of compacted A. C., or equal to existing, whichever is greater. After repairs, the existing paved approach area between the edge of road and property line shall receive a (1") A. C. overlay

GRAVEL DRIVEWAYS OR FRONTAGES

Areas contaminated with dirt as a result of construction shall be removed and restored with gravel.

ACCESS

It is the responsibility of the Permittee to provide access to adjacent property owners during construction authorized under this permit.

IRRIGATION PIPES

Any irrigation pipes disturbed, within the County rights-of-way, during construction shall be replaced with R.C.P.-RG, Class III. Fresno County shall determine the limits of replacement, but such replacement shall generally be from right of way to right of way line.

DUST PALLIATIVE

Areas treated with a dust palliative shall meet or exceed pre-construction condition. County Inspector assigned to project shall determine limits of areas to be retreated.

DUST CONTROL

Dust control must be in conformance with Section 10 of the current State of California Department of Transportation Standard Specifications.

TRAFFIC REQUIREMENTS

1. No road closures or detours are authorized under this permit. Such action must be approved by the County Permit Engineer and authorized under a Rider to this permit, but the County typically does not permit any road closures for permit work.
2. Construction area must be signed in accordance with the current State of California Manual of Traffic Control. Signs in place during hours of darkness shall be reflectorized for night time visibility in accordance with the above manual.
3. Permittee shall provide acceptable access at all times to properties along the construction route.
4. Permittee shall notify property owners along the route of construction that access to their properties may be closed for short times to vehicular traffic.
5. Said Permittee shall mitigate any problems resulting from closed access with the respective property owners.

COMPACTION TEST REQUIREMENTS

1. Permittee shall furnish Fresno County with compaction test results for structural backfill material in trenches. The County Inspector assigned to the project shall designate the number and location of tests.
2. Compaction tests shall meet the requirements of Item No. 18, on the reverse side of the permit form, under Pipes, Conduits, etc.

LANDSCAPING

Landscaping disturbed as a result of construction authorized under this permit shall be adequately restored or replaced. Mature trees and shrubs shall not be removed without the written consent of the adjacent property owner. Permittee shall provide Fresno County with a copy of the written consent.



DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH DIVISION
 P.O. Box 11867 Zip 93775, 1221 Fulton Mall, 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

Application Date _____ Estimated Start Date _____
 T _____ R _____ S _____
 APN _____ - _____ - _____
 (ex### -### -##)
 Contractor _____
 License # _____
 Phone _____ FAX _____

OFFICE USE ONLY

Well Permit# _____ FA# _____
 Specialist _____ CT _____
 Corcoran Clay Depth _____ Ft
 (see Special Corcoran Clay Annular Seal Requirements on attachment)
 Well Location in Flood Zone. (Extend Casing above known flood level; Flood Elevation Certificate required to be submitted to the Fresno Co. Public Works. Dept. prior to approval of the well electrical permit.)
 Approved _____ Date _____ Seal Insp. _____ Date _____
 Final Insp. _____ Date _____ Supervisor _____

Job Address/Location _____ Parcel Size _____
 Owner Name _____ Owner Phone _____
 Owner Address _____ City _____ State _____ Zip _____

<p>Type of Work</p> <input type="checkbox"/> New Well <input type="checkbox"/> Replacement Well <input type="checkbox"/> Reconstruction/Deepening <input type="checkbox"/> Test Hole <input type="checkbox"/> Destruction	<p>Type of Well</p> <input type="checkbox"/> Casing Driven <input type="checkbox"/> Cable Tool <input type="checkbox"/> Hardrock <input type="checkbox"/> Auger <input type="checkbox"/> Direct Rotary <input type="checkbox"/> Reverse Rotary	<p>Intended Use</p> <input type="checkbox"/> Domestic Private <input type="checkbox"/> Domestic Public <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial <input type="checkbox"/> Cathodic <input type="checkbox"/> Test Hole <input type="checkbox"/> Monitoring <input type="checkbox"/> Other	<p>Well Construction</p> Well Casing Material _____ Well Casing Diameter _____ in Well Casing Gauge _____ Conductor Casing Material _____ Conductor Casing Diameter _____ in Conductor Casing Depth _____ Ft Annular Seal Depth _____ Ft Borehole Diameter _____ in Gravel Pack <input type="checkbox"/> Yes <input type="checkbox"/> No
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Well Destruction
 Type Gravel Pack Open Bottom Uncased Other _____
 Well Diameter _____ In Total Depth _____ Ft
 Depth to Water _____ Ft
 Casing to be Perforated _____ Ft to _____ Ft
 Casing cut off _____ Ft Below Grade (6ft max allowed)
 Oil lubricated pump **(Any oil in the well shall be removed and properly disposed of prior to destruction)**

Sealing Material/Seal Placement Method

Neat Cement Sand Cement Concrete
 Bentonite – Product Name _____
 Pumped Free Fall **(allowed only when the interval to be sealed is dry and less than 30 Ft depth)**

Setbacks All setbacks exceed 300 Feet Other Wells _____ Ft

Leach Lines _____ Ft Septic Tank _____ Ft Cesspool _____ Ft Seepage Pits _____ Ft
 Sewer Lines _____ Ft Animal/Fowl Enclosure _____ Ft Designated Sewage Replacement Area _____ Ft
 Flood Control Basins _____ Ft Waste Water Disposal Ponds _____ Ft Lakes/Streams _____ Ft

FEE \$605 (Domestic/Agricultural/ Cathodic/Test Hole PE4650, Public/Industrial PE4652) \$407 (Well Destruction PE4651)
 No Charge (Monitoring Well/Soil Boring PE4653)
 PAYMENT METHOD Cash Check Credit Card (Authorization on file with Dept. of Public Health, Env. Health Division)

I hereby certify that the information described herein is correct. I understand that all work is to be done in accordance with the California Well Standards Ordinance and the conditions of this permit application, including any conditions which are added by the Environmental Health Division upon review of this application and issuance of the permit. I certify that I have a current C-57 Contractor's License and, if I employ workers, a current certificate of Workers' Compensation Insurance. I further understand that any permit issued pursuant to this application is subject to such further conditions as may be deemed necessary to ensure compliance with the Ordinance. **Note: This permit is non-transferable and is valid for 180 days.**

CONTRACTOR SIGNATURE: _____
DATE: _____

OFFICE USE ONLY - ENVISION CLERICAL:

Account# _____ Invoice# _____
 Entered By _____ Date _____
 SPECIAL REQUIREMENTS: _____ Faxed by _____



DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH DIVISION
P.O. Box 11867 Zip 93775, 1221 Fulton Mall, 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.

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BID BOOK

FRESNO COUNTY MONITORING WELLS

BUDGET / ACCOUNT: 43601250 / 7295



Department of Public Works and Planning

CONTRACT NUMBER: 17-18-C

COPY NUMBER:

BID BOOK TABLE OF CONTENTS

PROJECT: FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: 17-18-C

PROPOSAL NUMBER(S)	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO
2	BID SHEET
3	EVALUATION OF BID PROPOSAL SHEETS
4	BID SECURITY
5	NON-COLLUSION 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 - 15	NOT USED
16	GUARANTY

INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR NON-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 inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Sheet.

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 - Non-Collusion 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 (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 - 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 TO THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO

hereinafter called the Owner

FRESNO COUNTY MONITORING WELLS

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 a set of Plans, Department File No. 11272, entitled: "Fresno County Monitoring Wells."

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: FRESNO COUNTY MONITORING WELLS
CONTRACT # 17-18-C

MONITORING WELL FC-1						
ITEM No.	QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE	TOTAL PRICE
1	1		LS	MOBILIZATION, BONDS, INSURANCE, AND PERMITS		
2	1		LS	WORKER PROTECTION		
3	1		LS	TRAFFIC CONTROL		
4	1		LS	JOB SITE MANAGEMENT		
5	1		LS	WATER POLLUTION CONTROL		
6	1		LS	MISCELLANEOUS FACILITIES, OPERATIONS AND USA		
7	740		LF	DRILL 12-INCH DIAMETER BOREHOLE		
8	1		LS	ELECTRIC LOG		
9	930		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER BLANK CASING		
10	100		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER PERFORATED CASING		
11	150		LF	FURNISH AND INSTALL GRAVEL PACK		
12	360		LF	CONSTRUCT BENTONITE SEAL		
13	225		LF	CONSTRUCT CEMENT-GROUT ANNULAR SEAL		
14	12		HR	PRELIMINARY WELL DEVELOPMENT		
15	12		HR	WELL DEVELOPMENT BY PUMPING		
16	1		LS	CONSTRUCT WELLHEAD FACILITIES		
SUBTOTAL BID (ITEMS 1 - 16)						

MONITORING WELL FC-2						
ITEM No.	QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE	TOTAL PRICE
17	1		LS	MOBILIZATION, BONDS, INSURANCE, AND PERMITS		
18	1		LS	WORKER PROTECTION		
19	1		LS	TRAFFIC CONTROL		
20	1		LS	JOB SITE MANAGEMENT		
21	1		LS	WATER POLLUTION CONTROL		
22	1		LS	MISCELLANEOUS FACILITIES, OPERATIONS AND USA		
23	690		LF	DRILL 12-INCH DIAMETER BOREHOLE		
24	1		LS	ELECTRIC LOG		
25	930		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER BLANK CASING		
26	100		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER PERFORATED CASING		
27	150		LF	FURNISH AND INSTALL GRAVEL PACK		
28	260		LF	CONSTRUCT BENTONITE SEAL		
29	275		LF	CONSTRUCT CEMENT-GROUT ANNULAR SEAL		
30	12		HR	PRELIMINARY WELL DEVELOPMENT		
31	12		HR	WELL DEVELOPMENT BY PUMPING		
32	1		LS	CONSTRUCT WELLHEAD FACILITIES		
SUBTOTAL BID (ITEMS 17 - 32)						

F - Final Pay Item
S - Specialty Item

Proposal 2.1

COUNTY OF FRESNO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
PROJECT: FRESNO COUNTY MONITORING WELLS
CONTRACT # 17-18-C

MONITORING WELL FC-4						
ITEM No.	QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE	TOTAL PRICE
33	1		LS	MOBILIZATION, BONDS, INSURANCE, AND PERMITS		
34	1		LS	WORKER PROTECTION		
35	1		LS	TRAFFIC CONTROL		
36	1		LS	JOB SITE MANAGEMENT		
37	1		LS	WATER POLLUTION CONTROL		
38	1		LS	MISCELLANEOUS FACILITIES, OPERATIONS AND USA		
39	720		LF	DRILL 12-INCH DIAMETER BOREHOLE		
40	1		LS	ELECTRIC LOG		
41	960		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER BLANK CASING		
42	100		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER PERFORATED CASING		
43	150		LF	FURNISH AND INSTALL GRAVEL PACK		
44	290		LF	CONSTRUCT BENTONITE SEAL		
45	275		LF	CONSTRUCT CEMENT-GROUT ANNULAR SEAL		
46	12		HR	PRELIMINARY WELL DEVELOPMENT		
47	12		HR	WELL DEVELOPMENT BY PUMPING		
48	1		LS	CONSTRUCT WELLHEAD FACILITIES		
SUBTOTAL (ITEMS 33 - 48)						

MONITORING WELL FC-3 - Additive #1						
ITEM No.	QUANTITY	F/S	UNIT OF MEASURE	ITEM	ITEM PRICE	TOTAL PRICE
49	1		LS	MOBILIZATION, BONDS, INSURANCE, AND PERMITS		
50	1		LS	WORKER PROTECTION		
51	1		LS	TRAFFIC CONTROL		
52	1		LS	JOB SITE MANAGEMENT		
53	1		LS	WATER POLLUTION CONTROL		
54	1		LS	MISCELLANEOUS FACILITIES, OPERATIONS AND USA		
55	670		LF	DRILL 12-INCH DIAMETER BOREHOLE		
56	1		LS	ELECTRIC LOG		
57	910		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER BLANK CASING		
58	100		LF	FURNISH AND INSTALL 2-INCH (NOMINAL) DIAMETER PERFORATED CASING		
59	150		LF	FURNISH AND INSTALL GRAVEL PACK		
60	240		LF	CONSTRUCT BENTONITE SEAL		
61	275		LF	CONSTRUCT CEMENT-GROUT ANNULAR SEAL		
62	12		HR	PRELIMINARY WELL DEVELOPMENT		
63	12		HR	WELL DEVELOPMENT BY PUMPING		
64	1		LS	CONSTRUCT WELLHEAD FACILITIES		
SUBTOTAL - ADDITIVE #1 (ITEMS 49 - 64)						

TOTAL BID (ITEMS 1 - 64)						
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F - Final Pay Item
S - Specialty Item

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: 17-18-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: _____
Zip Code

MAILING ADDRESS: _____
Zip Code

BUSINESS PHONE: (_____) _____ FAX NUMBER: (_____) _____

EMAIL ADDRESS _____

Proposal 4
Contract Number: 17-18-C

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)

(Calif 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: 17-18-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.

Proposal 6
Contract Number: 17-18-C

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: 17-18-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 Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

**Proposal 8(a)
Contract Number: 17-18-C**

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(b)
Contract Number: 17-18-C

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(c)
Contract Number: 17-18-C

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(d)
Contract Number: 17-18-C

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

**Proposal 8(e)
Contract Number: 17-18-C**

BIDDER: _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

SUBCONTRACTOR: _____

Business Address: _____

Class _____ License No. _____ DIR Registration No. _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Email Address _____

Proposal 8(f)
Contract Number: 17-18-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.)

G U A R A N T Y

To the Owner: County of Fresno

FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: 17-18-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.

Date: _____

Contractor: _____

Proposal – 16
Contract Number: 17-18-C

A G R E E M E N T

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:

FRESNO COUNTY MONITORING WELLS

CONTRACT NUMBER: 17-18-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 Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (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

PROJECT: FRESNO COUNTY MONITORING WELLS

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, 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, of CONTRACTOR, 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.

PROJECT: FRESNO COUNTY MONITORING WELLS

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 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:

Liability Insurance Requirements

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

^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.

PROJECT: FRESNO COUNTY MONITORING WELLS

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, Design Division, 2220 Tulare Street, 6th Floor, 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 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

PROJECT: FRESNO COUNTY MONITORING WELLS

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, 17-18-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.

Director of the Department of Public Works and Planning

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of _____, 2017

COUNTY OF FRESNO
(OWNER)

(CONTRACTOR)

(Taxpayer Federal I.D. No.)

By _____
Chairman, Board of Supervisors

By _____
Title _____