

SOLANO COUNTY WATER AGENCY  
Vacaville, California

## **CONTRACT DOCUMENTS**

### **Putah South Canal Suction Dredge Cleaning**

Bids will be received at the office of the  
Solano County Water Agency  
810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688

**Prior to 2:00 p.m. on April 6, 2017**

**Summers Engineering, Inc.  
Consulting Engineers  
Hanford, California  
Telephone Number (559) 582-9237  
FAX Number (559) 582-7632**

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# TABLE OF CONTENTS

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Notice to Bidders.....	NTB-1
Instructions to Bidders	
1. General.....	ITB-1
2. Contract Documents.....	ITB-1
3. Form and Content of Proposal .....	ITB-1
4. Interpretation of Contract Documents.....	ITB-2
5. Opening and Comparison of Bids.....	ITB-2
6. Acceptance of Proposals and its Effect.....	ITB-3
7. Time for Beginning and Completing the Work.....	ITB-4
8. Bonds .....	ITB-4
9. Prices .....	ITB-6
10. Withdrawal of Proposal .....	ITB-6
11. Addenda or Bulletins of Instructions .....	ITB-6
Proposal.....	P-1
Contract.....	CA-1
Performance Bond .....	Performance Bond-1
Payment Bond.....	Payment Bond-1

## **SECTION 1**

### **General Conditions**

1.1	Intent of the Contract Documents.....	1.01
1.2	Definitions.....	1.01
1.3	Bonds .....	1.05
1.4	Workers' Compensation and Employers Liability Insurance.....	1.05
1.5	Commercial General Liability and Automobile Liability Insurance .....	1.05
1.6	General Insurance Requirements.....	1.08
1.7	Indemnification .....	1.09
1.8	Rates and Wages.....	1.11
1.9	Labor Requirements.....	1.12
1.10	Progressive Estimates.....	1.12
1.11	Progress Payments .....	1.13
1.12	Acceptance and Final Payment.....	1.14
1.13	Quantities and Unit Prices .....	1.16
1.14	Measurement of Quantities .....	1.17
1.15	Resolution of Claims.....	1.17
1.16	Disputes .....	1.17
1.17	Extra Work.....	1.17
1.18	Claims for Extra Work .....	1.19
1.19	Contract Changes, and Payment Thereon .....	1.19
1.20	Assignments .....	1.19
1.21	Subcontracts .....	1.19

1.22	Separate Contracts.....	1.20
1.23	Liens or Stop Notices .....	1.20
1.24	Contractor's Right to Substitute Securities .....	1.21
1.25	Agency's Right to Terminate Contract.....	1.21
1.26	Contractor's Right to Stop Work or Terminate the Contract .....	1.22
1.27	Contractor's Understanding.....	1.22
1.28	Drawings and Specifications Furnished.....	1.23
1.29	Drawings and Specifications on the Work.....	1.23
1.30	Ownership of Drawings .....	1.23
1.31	Conflicts Between the Specifications and the Drawings.....	1.23
1.32	Superintendence and Supervision.....	1.23
1.33	Tools and Equipment .....	1.24
1.34	Inspection of Work.....	1.24
1.35	Samples and Tests.....	1.25
1.36	Contract Officer's Status.....	1.26
1.37	Protection of Work and Property .....	1.26
1.38	Responsibility for Repair of Work .....	1.27
1.39	Responsibility Regarding Existing Utilities, Structures and Private Property.....	1.27
1.40	Laws to be Observed.....	1.28
1.41	Sanitation.....	1.29
1.42	Safety .....	1.29
1.43	Accidents.....	1.30
1.44	Non-Discrimination of Employment .....	1.30
1.45	Fair Employment Practices.....	1.30
1.46	Minority and Small Business Participation.....	1.31
1.47	Pollution.....	1.31
1.48	Climatic Conditions.....	1.31
1.49	Rights-of-Way.....	1.31
1.50	Royalties and Patents.....	1.32
1.51	Permits and Responsibilities .....	1.32
1.52	Taxes and Fees.....	1.32
1.53	Delays and Extension of Time.....	1.32
1.54	Contractor Not Responsible for Costs Related to Damage From Acts of God.....	1.33
1.55	Clean-up.....	1.33

**SECTION 2**  
**Special Conditions**

2.1	Amendment to General Conditions .....	2.01
2.2	Requirements .....	2.04
2.3	Description of the Worksite .....	2.04
2.4	Description of the Work.....	2.04
2.5	Commencement, Prosecution and Completion of Work .....	2.05
2.6	Order of Completion .....	2.05

2.7	Work Details, Options, and Constraints.....	2.07
2.8	Preconstruction Conference .....	2.08
2.9	Provisions By the Contractor .....	2.08
2.10	Provisions By the Agency .....	2.08
2.11	Access to the Work .....	2.08
2.12	Cooperation with Local Landowners .....	2.09
2.13	Relations with Bureau of Reclamation and Safety Issues .....	2.09
2.14	Surveys, Lines, and Grades .....	2.10
2.15	Existing Utilities .....	2.11
2.16	Liquidated Damages.....	2.11
2.17	Guaranty.....	2.11
2.18	Explosives .....	2.12
2.19	Water and Air Pollution Requirements .....	2.12
2.20	Plans and Drawings.....	2.13

The following documents are attached at the end of Division 2:

- a) Reclamation Manual Directives and Standards
- b) Safety Program Outline and Job Hazard Analysis

**SECTION 3**  
**Putah South Canal Cleaning**

3.1	Mobilization and Demobilization .....	3.01
3.2	Putah South Canal Cleaning .....	3.01



# NOTICE TO BIDDERS

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SOLANO COUNTY WATER AGENCY  
810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688

Sealed bids will be received at the office of the Solano County Water Agency, 810 Vaca Valley Parkway, Suite 203, Vacaville, California 95688 **no later than 2:00 p.m. on April 6, 2017** for the following work:

PUTAH SOUTH CANAL  
SUCTION DREDGE CLEANING

The work includes cleaning one (1) canal reach of sludge and vegetation which has settled and is growing in the canal. The total length of the canal cleaning project is approximately 1.1 miles. The Contractor is required to remove and haul off sediment along the sides and bottom of the concrete lined canal, under normal water operations. The Contractor will also need to minimize downstream water quality impacts to municipal and agricultural water users.

An electronic copy of the Contract Documents, which include Location Maps and Specifications for the Putah South Canal reach to be cleaned may be obtained from the Agency's website at: [www.scwa2.com](http://www.scwa2.com). Please call Alex Rabidoux with any questions regarding the project at the Solano County Water Agency, 810 Vaca Valley Road, Suite 203, Vacaville CA 95688, (707) 455-1106, after March 13, 2017. The Contract Documents includes reduced scale drawings.

The Agency will hold a Job Showing at the Project location to assist the bidders. **Attendance at the Job Showing by a representative employee of the bidder with confirmation of attendance on the Job showing sign-in sheet is mandatory. Bids received from Contractors who did not attend the Job Showing or sign-in will not be accepted. The Job Showing will begin as shown on the Job Showing Location Map, at 2:00 p.m. on Wednesday March 29, 2017.**

Copies of the prevailing wage scale for this Work are available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

The bids must be accompanied by a certified check or bidder's bond for ten percent (10%) of the amount of the total basis bid price and made payable to Solano County Water Agency. The certified check or bidder's bond shall be given as a guarantee that



the bidder will enter into a contract, if awarded a contract, and will be declared forfeited if the bidder refuses or neglects to enter into said contract within 10 days after being requested to do so.

The successful bidder will be required to furnish a Performance bond in an amount equal to one hundred percent (100%) of the contract price and a Payment bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a financially responsible surety company, satisfactory to the Agency, authorized to do business in the State of California.

The Contractor may substitute securities for any moneys withheld to insure performance under the contract in strict accordance with Section 22300 of the Public Contracts Code of the State of California.

Each Proposal submitted in response to this invitation shall include the cost of all Work, labor and materials to complete specified Work. Each Proposal will also explain the method(s) proposed as requested in Work Plan submittal; the Project team and subcontractors experience on similar projects; and estimated tasks and schedule. Each Proposal shall, furthermore include all materials and labor of whatever kind required in regard to providing adequate sheeting, shoring and bracing of excavations/coffer dams, as needed.

The bids will be opened in public at the above mentioned prescribed time and date. Award will be made to the lowest responsible bidder determined as specified in the Instructions to Bidders, however, the Agency reserves the right to reject any or all bids, to waive informalities in the bid, and to postpone the date of bid opening. In all respects, the successful bidder shall comply with requirements of law pertaining to public works contracts.

  
Thomas L. Pate, P.E.  
District Engineer  
Solano County Water Agency

3/9/17  
Date

## **INSTRUCTIONS TO BIDDERS**

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**1. GENERAL.**

The Work hereunder must be done in strict conformity with the Drawings and Specifications adopted and approved by the Solano County Water Agency (Agency).

**2. CONTRACT DOCUMENTS.**

The Notice to Bidders, the Instructions to Bidders, the Proposal, the Contract, the Specifications, and the Drawings are the Documents that will form the Contract. Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the Work. **Attendance at the Agency Job Showing on March 29, 2017 is mandatory. Proposals will not be accepted from any bidders not attending the Job Showing.** The failure of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from any obligation with respect to his/her Proposal or to the Contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

**3. FORM AND CONTENT OF PROPOSAL.**

Proposals shall be made properly upon the separate form provided therefore, a copy of which accompanies these Specifications with all items filled out in ink or typewritten; amounts shall be stated in figures and the signature of all persons signing shall be in writing. The completed form shall be without interlineations, alterations or erasures.

Proposals shall contain only the quotation for which the form is prepared. No oral or telephonic Proposals or modifications will be considered. Proposals shall be accompanied by an unconditional check certified by a responsible bank

in an amount not less than ten percent (10%) of the aggregate of the Proposal, payable to the order of the Agency, or by a bidder's bond for the said amount and so payable, written by a financially responsible surety company, satisfactory to the Agency, authorized to do business in the State of California. The check or bond shall be a guarantee that the bidder, if awarded the Work, will enter into a Contract within ten (10) calendar days after receiving the Notice of Award. In case of refusal or failure to enter into the Contract and/or to file acceptable bonds and proof of insurance as provided herein within the time set forth herein, the award made by the Agency shall be annulled and the check or bond, as the case may be, shall be forfeited to the Agency, the proceeds therefrom being hereby agreed upon as liquidated damages to the Agency on account of the delay in the execution of the Contract and required bonds and the performance of the Work thereunder, and the necessity of accepting a higher or less desirable Proposal resulting from such failure or refusal to execute the Contract and bonds as required. Upon the execution of the Contract and the approval on behalf of the Agency of the accompanying bonds, all certified checks that accompanied Proposals and that have not theretofore been returned, will be returned each to its maker.

4. INTERPRETATION OF CONTRACT DOCUMENTS.

Should a bidder find discrepancies in, or omissions from, the Contract Documents, or be in doubt as to their meaning, bidder shall at once notify the Engineer; and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instructions will be made available to all bidders. The Engineer or the Agency will not be responsible for any oral instructions.

5. OPENING AND COMPARISON OF BIDS.

Proposals will be opened and read at the time and date indicated in the Notice to Bidders at the office of the Solano County Water Agency, 810 Vaca Valley Parkway, Suite 203, Vacaville, California 95688. Bidders or their

representatives and other interested parties may be present at said opening and reading. The award will be made to the lowest responsible bidder complying with these Contract documents.

The bids will be compared on the basis of sums of the extensions of the unit prices and lump sum prices bid for doing the specified Work and by the Agency consideration of the Contractor's responsibility, financial resources, and ability to execute the Work. The Agency may request a bidder to furnish evidence that he/she/it has successfully performed similar Work.

The Agency, at its discretion, reserves the right to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure, irregular or deemed by the Agency to be non-responsive may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal in which unit prices are omitted, may be rejected; if in the judgment of the Agency unit prices are unbalanced, or if the bidder is not responsible, it shall be considered sufficient grounds for rejection of the proposal.

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT.

The Agency will, within thirty (30) days subsequent to the opening of the bids, act upon the Proposals. The acceptance of the Proposal will be by the Notice of Award in writing signed by a duly authorized representative of the Agency, and no other act of the Agency shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute the Contract Agreement with the Agency in the form attached hereto and obtain insurance and faithful Performance and Payment bonds of the types and character and in the amounts required in the Contract Documents, within ten (10) calendar days after receiving the Notice of Award, and to be responsible for liquidated damages as provided in Paragraph 3 herein. Failure by Contractor to meet and provide valid insurance and bonding instruments is a breach and authorizes Agency to select a replacement Contractor, at the

Agency's discretion. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Agency and the Contractor.

7. TIME FOR BEGINNING AND COMPLETING THE WORK.

The Contractor shall commence Work within ten (10) calendar days after the date of the Notice to Proceed given by the Agency to commence Work, and shall complete all work within **sixty (60) calendar days**. Time will commence from the issuance date of the Notice to Proceed. If the Agency determines a need to stop Work, it will issue notification in writing to the contractor's stated address, and the contractor will immediately stop Work. All work must be completed by June 9 ±.

8. BONDS.

A bidder to whom the Contract is awarded shall, within the time stated in Paragraph 6, furnish a surety bond conditioned upon the full and faithful performance and verity of all warranties and guarantees therein contained. Said bond shall be in an amount not less than one hundred percent (100%) of the Contract amount.

Also within the time mentioned above, a bidder to whom the Contract is awarded shall furnish a surety bond for payment in an amount not less than one hundred percent (100%) of the Contract amount.

Said bonds shall meet all of the applicable provisions of the law and regulations of the State of California, and shall be furnished in the attached forms and shall be obtained from a financially responsible surety company, satisfactory to the Agency, authorized to do business in the State of California, which maintains in said State at least one office for the conduct of its business. Said surety (or sureties) shall furnish reports as to its financial conditions from time to time as requested by the Agency. The premiums for said bonds shall be paid by the bidder. If the Contractor fails to furnish such additional security, the Agency, at

its sole option, may obtain the additional security in an amount equal to the value of the Work remaining to be done under the contract, as deemed by the Agency, and recover the cost of such additional security from the Contractor. Agency is under no obligation to do so. Failure to do so will in no way create liability on the part of Agency, nor will it relieve the Contractor of any liability.

In accordance with Section 995.660 of the Code of Civil Procedure, the surety company shall also submit to the Agency the following:

- A. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument which entitles and authorizes the person to execute the bond to do so. These documents must be provided within 10 calendar days of demand upon the insurer and are usually, routinely, included with the bond.
- B. A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California. This also must be provided within 10 calendar days.
- C. A certificate from the clerk of the county in which the Agency is located which would state that the certificate of authority of the insurer (the bonding company) has not been surrendered, revoked, canceled, annulled, or suspended.
- D. Copies of the insurer's most recent annual statement and a quarterly statement filed with the Department of Insurance. This statement should indicate that the net worth of the insurer is greater than the amount of the bond.

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

provide any of the bonds required by these contract documents is a material breach by the Contractor giving rise to a right of termination on the part of the Agency.

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

9. PRICES.

The prices set forth in the Proposal are to include the provision of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the Work, except such as may be otherwise expressly provided in the Contract Documents.

10. WITHDRAWAL OF PROPOSAL.

Proposals may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of the Proposals.

11. ADDENDA OR BULLETINS OF INSTRUCTIONS.

An addenda or Bulletins of Instruction supplementing the Contract Documents and issued prior to the time set for the opening of Proposals shall form a part of the documents furnished the bidder for the preparation of his/her Proposal.

These documents shall be made a part of the Contract. Bidders on the plan holders' list will be notified of the issuance of addenda or Bulletins of Instruction supplementing the Contract Documents.

# PROPOSAL

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(With Bid Schedule Attached)

Proposal of

---

Contractor

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Address

To furnish and deliver all materials and to do and perform all Work in accordance with the Contract Documents for the Putah South Canal Suction Dredge Cleaning for the Solano County Water Agency (Agency).

To:

SOLANO COUNTY WATER AGENCY  
810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688

Gentlemen/Gentlewomen:

The undersigned bidder has carefully examined the Contract Documents and Drawings, and also the site of the Work, and hereby proposes to provide all necessary labor, machinery, tools, apparatus, and other means of construction and do all the Work and provide all materials called for by the Contract Documents in the manner and time prescribed therein and in accordance with the requirements of the Contract Officer under them.

The undersigned hereby declares that the only persons or parties interested in this Proposal as principals are those named herein; that no director or officer of the Agency is in any manner interested, directly or indirectly, in this Proposal or in the profits to be derived from the Contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud.

The undersigned bidder understands that the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and offers to do the Work



whether the quantities are increased or decreased, at the prices stated in the attached Schedule. The undersigned has checked carefully all figures inserted in said Bid Schedule and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned also agrees to: Do any extra Work, not covered by the above schedule of prices, which may be ordered by the Agency, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Agency and the Contractor in accordance with the Contract Documents or, in the absence of such agreement, to perform the Work and resolve the payments as provided in Section 1: General Conditions of the Contract Documents.

The undersigned hereby agrees to execute the Agreement and furnish the required bonds and insurance within ten (10) days after receiving the Notice of Award of his/her Proposal. A certified check or a bidder's bond made payable to the Solano County Water Agency in the amount of ten percent (10%) of the amount of the Proposal is attached hereto as a guarantee that the undersigned will so perform. If a bidder to whom an award is made, fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or contract bonds, all within the time stated in the Instruction to Bidders and General Conditions, it is agreed and stipulated between the Agency and the bidder to whom the award is made, that damages will be sustained by the Agency and it is currently contemplated by the parties and estimated by the parties that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the owner will sustain by such delay. The Agency and all parties who submit a bid under the notice of invitation to bid, shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such delay under these circumstances and to agree and stipulate that the amount of the bidder's bond, cash or check specified, is agreed to as liquidated damages which shall be payable by such bidder and shall be collected and held by owner thereafter as the sole property of the Agency and for full compensation for the damages suffered by the Agency as a result of delay and all other damages suffered by the Agency.

The bidder further declares that the surety or sureties named in the spaces following have agreed to furnish bonds in the form and aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this Proposal.

The bidder further declares that he/she/it is a licensed contractor under the laws of the State of California.

Surety or Sureties:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

Bidder's place of business:

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal if bidder is a Corporation)

Contractor  
License No. \_\_\_\_\_

Classification \_\_\_\_\_

Name and address of all members of the firm or names and titles of all officers.

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



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
(Name of Bidder Representative)

\_\_\_\_\_ of \_\_\_\_\_  
(Position or Title) (Bidder)

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

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

\_\_\_\_\_  
Date

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

**BID SCHEDULE  
PUTAH SOUTH CANAL  
SUCTION DREDGE CLEANING**

This proposal shall be completed by the bidder, with the unit prices written in numerals, and the extensions shall be made by him. Stipulations will not be considered.

<b>UNIT NO.</b>	<b>WORK OR MATERIAL</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	Mobilization & Demobilization (for Project Start & End)		Lump Sum		_____
2	Clean and Dispose of All Sludge & Vegetation from Putah South Canal Reach 1		Lump Sum		_____
3	Submit Comprehensive written Safety Program and Applicable Job Hazard Analysis. (Outline and Form attached at the end of Section 2).		Lump Sum		_____
Total for Schedule					\$ _____

ADDITIONAL INFORMATION REQUIRED OF BIDDER

- A. The Contractor shall have previous experience with comparable sludge dredging projects. The Contractor shall provide a minimum of two (2) references on similar or comparable projects completed during the last four (4) years. Provide a description of the projects and list the information requested.

References:

1. Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

2. Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_

- B. The Contractor shall submit with their Proposal the methods they will utilize for cleaning the specified Putah South Canal Reach.

# CONTRACT

---

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Solano County Water Agency hereinafter called "Agency" and \_\_\_\_\_, hereafter called the "Contractor";

WITNESSETH: That the Agency and the Contractor, for the consideration hereinafter named, agree as follows:

1. This Contract is for the Putah South Canal Suction Dredge Cleaning for the Solano County Water Agency.
2. The Contract includes all of the Contract Documents, to wit: the Notice to Bidders, the Instructions to Bidders, the accepted Proposal and Proposal Bid Schedule, this Contract Agreement, the Specifications, the Specification Drawings, and all Addenda setting forth any modifications or interpretations of any said Documents. All said Documents are hereby incorporated in and made a part of this Agreement.
3. The Contractor shall provide all labor, materials, equipment, and other facilities and perform in a good and workmanlike manner all Work under the Contract for the Agency in strict conformity with the Contract Drawings and to the approval and entire satisfaction of the Agency.
4. This work is "public work" and therefore the Contractor and any subcontractors shall perform the work as "public work" pursuant to the prevailing wage laws, California Labor Code § 1720 et seq. Copies of the prevailing rate of per diem wages are available on the internet at <http://www.dir.ca.gov/DLSR/PWD> and upon request from the office of the Solano County Water Agency. The Contractor and any subcontractors shall comply with California Labor Code §§ 1720-1861, specifically including but not limited to § 1775 (payment of wages and penalties) and § 1776 (payroll records), and California Code of Regulations title 8, §§ 16000-16414, specifically including but not limited to § 16451 and § 16461. 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 § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall post job site notices as required by Labor Code § 1771.4(a)(2) and the relevant regulations, including but not limited to California Code of Regulations, title 8, § 16451(d).

5. The Agency will pay the Contractor in current funds for the performance of the Contract the sums stated in the Proposal Bid Schedule, in the manner, at the time and upon the conditions as stated in the Contract Documents, and will otherwise fulfill its obligations as provided in the Contract. It is agreed and stipulated between the Agency and the Contractor, that damage will be sustained by the Agency from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Agency will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such a delay under these circumstances and to agree and stipulate by this Contract that the sum of one thousand dollars (\$1,000.00) per day for each and every additional calendar day beyond the time prescribed to complete the work has been agreed to by the parties as a fair estimate of the damage to be suffered by the Agency from and as a direct result of such delay. The time set for the completion of this Work is set forth in the Instructions to Bidders.
6. Either party to this Contract has a right to litigate to enforce this Agreement. The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in any action or proceeding to enforce this Agreement.
7. All time limits stated in the Contract Documents are of the essence of this Agreement.
8. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

SOLANO COUNTY WATER AGENCY

By: \_\_\_\_\_  
Roland Sanford,  
General Manager

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Title)

And: \_\_\_\_\_  
(Title)

(Seal if a Corporation)

Contractor  
License No. \_\_\_\_\_

Classification \_\_\_\_\_



# PERFORMANCE BOND

---

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_

\_\_\_\_\_ a (2) \_\_\_\_\_

hereinafter called "Principal" and (3) \_\_\_\_\_

of \_\_\_\_\_ State of \_\_\_\_\_  
hereinafter called the "Surety," are held and firmly bound unto Solano County Water Agency, hereinafter called "Agency," in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a certain Contract with the Agency, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the Suction Dredge Cleaning of different reaches of the Putah South Canal in Solano County, California, as set forth in the Contract Documents entitled "Putah South Canal Suction Dredge Cleaning".

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.



## PAYMENT BOND

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KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) \_\_\_\_\_  
of \_\_\_\_\_ State of \_\_\_\_\_ hereinafter called the  
"Surety," are held and firmly bound unto Solano County Water Agency hereinafter  
called "Agency," in the penal sum of \_\_\_\_\_ dollars  
(\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the Principal entered  
into a certain Contract with the Agency, dated the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the Suction Dredge  
Cleaning of different reaches of the Putah South Canal in Solano County, California, as set  
forth in the Contract Documents entitled "Putah South Canal Suction Dredge Cleaning".

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) any of the  
persons or entities identified in Civil Code Section § 9350, (2) amounts due under the  
Unemployment Insurance Code with respect to work or labor performed under Contract, or  
(3) for any amounts required to be deducted, withheld, and paid over to the Employment  
Development Department from the wages of employees of the Contractor and  
Subcontractors pursuant to §13020 of the Unemployment Insurance Code with respect to  
the work and labor, then surety will pay for the same, and also, in case suit is brought  
upon this bond, a reasonable attorney's fee, to be fixed by the Court.

PROVIDED, FURTHER, Surety's obligation hereunder shall inure to the benefit of any of  
the persons or entities identified in Civil Code § 9350 so as to give a right of action to those  
persons or entities or their assigns in any suit brought upon this bond, and no final  
settlement between the Agency and the Contractor shall abridge the right of any  
beneficiary hereunder, whose claim may be unsatisfied



# SECTION 1

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## GENERAL CONDITIONS

### 1.1 INTENT OF THE CONTRACT DOCUMENTS.

The Contract Documents as listed in the Instructions to Bidders are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the Contract Documents is to require a complete and finished job. The Contract price shall include the cost of all labor and materials, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the Work. In interpreting the Contract Documents, words describing materials or Work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by engineers and the trade.

### 1.2 DEFINITIONS.

**AGENCY/OWNER** Solano County Water Agency, acting through its Board of Directors.

**CONTRACTOR** The person, firm or corporation duly licensed in the State of California, to whom the within Contract is awarded by the Agency and who is subject to the terms hereof. The word "Contractor" in printed form of Contract shall be the same as the "General Contractor".

**CONTRACT OFFICER** The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents; ("CO").

**CONSTRUCTION MANAGER** The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents; ("CM").

**ENGINEER** an authorized agent; acting as either directly or through their properly maintained agents.

**SUPERINTENDENT** The executive representative of the Contractor, present on the Work at all times, authorized to receive and fulfill instructions from the Agency.



ACT OF GOD	Acts of God shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
DRAWINGS	The Plans, profiles, maps, working Drawings, and supplemental Drawings, which show the location, character, dimensions, and details of the Work to be done.
WORK/PROJECT	All the work specified in the Contract Documents or indicated on the Drawings.
ACTIVITY(S)	A subset of specified Work.
SITE, WORKSITE,	The area or areas or spaces occupied by the project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the project. The extent of the site is shown on the Drawings and may or may not be identical with the description of the land upon which the project is to be built.
AND/OR	If used, shall mean that either or both of the items so joined are required.
APPLICABLE	As appropriate for the particular condition, circumstance, or situation.
APPROVE(D)	Limited to duties and responsibilities of Engineer or CM stated in the conditions of the Contract, for actions performed in the professional judgment of the Engineer or CM, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences, and procedures of construction. Approval shall not relieve Contractor from responsibilities to fulfill Contract requirements.
DIRECTED	Limited to duties and responsibilities of the Engineer stated in the conditions of the Contract, meaning as

instructed by the Engineer, in writing, regarding matters other than the means, methods, techniques, sequences, and procedures of construction. No implied meaning shall be interpreted to extend the Engineer's responsibility to the Contractor's supervision of construction.

**REQUIRED** Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.

**PROPER** As determined by Agency as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences, and procedures of the construction, which are solely the Contractor's responsibility to determine.

**NECESSARY** With due consideration of the conditions of the project and as determined in the professional judgment of the Engineer as being necessary for performance of the work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.

**SHOWN, NOTED** Refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the specifications, and similar requirements in the Contract Documents.

**SELECTED** As selected by Agency from the full national product selection of the manufacturer, unless otherwise specifically limited in the contract documents to a particular quality, color, texture, or price range.

**PROVIDE** Contractor shall both 'furnish' and 'install' indicated products.

**FURNISH** Contractor shall procure indicated products or perform indicated services. Where used regarding products, the term 'furnish' is understood and intended to mean

delivery of the products to site of the Work but is not intended to include the installation, application or other action to incorporate products into the Work.

INDICATED	Graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications and Contract Documents.
INSTALL	Contractor shall receive, unload, transport and temporarily store products at the site of the Work and perform assembly, fitting, installation, application, erection and similar actions as necessary to incorporate products complete in place and ready for use, including provision of necessary labor, materials, tools, equipment and transportation.
EQUAL/ EQUIVALENT	As determined by Agency as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance, and aesthetic features.
USACE	United States Army Corp of Engineers; a regulatory agency with jurisdiction over Work.
CDFW	California Department of Fish and Wildlife; a regulatory agency with jurisdiction over Work.
RWQCB	California Regional Water Quality Control Board of the parent agency State Water Resources Control Board (SWRCB); a regulatory agency with jurisdiction over Work.
SWPPP	Storm Water Pollution Prevention Plan
BMP(S)	Best Management Practice(s)
ASTM	American Society for Testing Materials, current designation.
AASHO	American Association of State Highway Officials, current designation.
AWWA	American Water Works Association, current designation.

SSPC	Steel Structures Painting Council, current designation.
NSF	National Sanitation Foundation
DAY	All references to “day” are meant to be calendar day unless noted.

1.3 BONDS

.1 BID BOND. Bid Bond will be required as provided in Paragraph 3 of Instructions To Bidders.

.2 PERFORMANCE BOND. The bidder to whom the Contract is awarded shall furnish a Performance Bond as provided in Paragraph 8 of Instructions To Bidders.

.3 PAYMENT BOND. The bidder to whom a Contract is awarded shall provide a Payment Bond as provided in Paragraph 8 of Instructions to Bidders.

1.4 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

By his/her/its signature hereunder, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California 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 he/she/it will comply with such provisions before commencing the performance of the Work of this Contract. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance for all of their employees working on or about the construction site, in accordance with the “Workers' Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

1.5 COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

The Contractor shall provide and maintain commercial general liability and automobile liability insurance as follows:

.1. COVERAGE. Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- A. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 001)
- B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Such liability insurance shall indemnify the Contractor, his/her/its subcontractors and additional insureds against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her/its subcontractors and additional insureds for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles for or on behalf of Contractor.

.2. POLICY LIMITS. The Contractor shall maintain limits no less than the following:

- A. General Liability. Two million dollars (\$2,000,000) per occurrence for bodily injury, death, personal injury, property damage, products liability, blanket contractual liability, ongoing operations and completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Work/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Agency) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability. Two million dollars (\$2,000,000) per accident for bodily injury and property damage.

.3. REQUIRED PROVISIONS. Contractor shall make certain that the general liability and automobile liability policies contain or are endorsed to contain, the following provisions:

- A. The Agency, and its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent, if approved in writing, for general liability coverage) with respect to: liability arising out of (i) any and all construction activities, including those related to the Work and ongoing operations performed by or on behalf of the Contractors; (ii) the completed operations or completed products; (iii) use of premises owned, occupied or used by or on behalf of the Contractor; (iv) use of any vehicles owned, leased, hired or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers.
- B. For any claims related to this Work, the Contractor's insurance shall be the primary insurance with respect to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers. Any insurance, self-insurance, or other coverage maintained by the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers shall not contribute to any claims related to this Work.
- C. Contractor's failure to comply with reporting or other provisions of the insurance policies including breaches of warranties shall not affect coverage provided to the Agency, and its directors, officers, subcontractors, design professionals, employees, or authorized agents and volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- E. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by: (i) the insurance carrier, except after 10 days for non-payment of premium or (ii) the Contractor, except after thirty (30) days prior written notice by U.S. mail has been given to the Agency.
- F. If any policy is cancelled for any reason, the Insurance carrier shall provide written notice of such cancellation within three (3) business days to all those named on the Additional Insured endorsements.
- G. The Contractor shall waive all rights of subrogation against the Agency, and its directors, officers, employees, or authorized agents and volunteers for any liability arising out of this Agreement.

## 1.6 GENERAL INSURANCE REQUIREMENTS

1. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductible or self-insured retention must be declared to and approved in writing by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

2. ACCEPTABILITY OF INSURERS. All insurance policies shall be provided through insurance companies with a current A.M. Best financial strength rating of no less than "A-" and a class of no less than "VII" or as otherwise approved in writing by the Agency.

3. EVIDENCES OF INSURANCE. Prior to execution of the Agreement, the Contractor shall file with the Agency a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Also prior to the execution of this Agreement, the Contractor shall deliver to the Agency: (i) an additional insured endorsement signed by the insurer's representative; (ii) an executed waiver of rights of subrogation against the Agency; and (iii) confirmation that insurance coverage includes or has been modified to include the Required Provisions described above.

The Contractor shall, upon demand of the Agency, deliver to the Agency the complete insurance policy (or policies), including any and all endorsements, and

the receipts for payment of premiums, within three (3) business days of such demand.

4. CONTINUATION OF COVERAGE. If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the Agency to the Agency at least ten (10) calendar days prior to the expiration date.

.5. SUBCONTRACTORS. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Agency or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any personal injury, bodily injury, death, physical loss, damage or destruction.

The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Agency or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any personal injury, bodily injury, death, physical loss, damage or destruction.

## 1.7 INDEMNIFICATION.

.1. CONTRACT TO INDEMNIFY AGENCY. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless and defend the Agency, its directors, officers, employees, or authorized agents and volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Contractor and/or Agency, or any directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, arising out of or in any manner directly or indirectly connected with the



work to be performed under this Agreement, including the completed operations, however caused, regardless of any negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, except the willful misconduct or active negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers;

- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Contractor's obligations under the Agreement. Such costs, expenses, and damages shall include all costs and attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

.2. CONTRACTOR TO DEFEND AGENCY. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, for any and all legal expenses, costs or actual damages incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, or its directors, officers, employees,

subcontractors, Engineer, design professionals or authorized agents and volunteers.

Contractor's obligation to indemnify Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers shall survive the termination or expiration of this Agreement.

The provisions of this Indemnity section shall survive termination of the Agreement as to any actions covered by this indemnification occurring during the term of the Agreement.

#### 1.8 RATES AND WAGES.

The contractor and subcontractors shall not pay less than the prevailing rates of wages. Pursuant to the Statutes of the State of California, the Agency has ascertained and determined the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which this Work is to be performed for each craft or type of workman or mechanic needed to execute the Contract. The prevailing wage rate for this Work are on file at the Agency's principal office, which shall be made available to any interested party on request. The prevailing wage rate is also available on the Internet at **<http://www.dir.ca.gov/dlsr/pwd>**. If those prevailing rates should change during the term of the Contract, the altered rates shall apply to the Work performed after the date of change. The attention of the Contractor is directed to Section 1770 through Section 1780 of the Labor Code, which provides that the Contractor shall forfeit as penalty to the Agency, up to \$200.00, as determined by the Labor Commissioner, for each calendar day or portion thereof for each workman (whether employed by the Contractor or subcontractor), paid less than the stipulated prevailing rates for any Work done under the Contract in violation of the provisions of such Labor Code. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wages set forth in the Contract Document. A possibility of wage increases is one of the elements to be considered by the Contractor in determining his proposal and will not under any circumstances be considered as a basis of a claim against the Agency on the Contract. Sections 1810 through 1814 of the Labor Code provide that eight (8) hours labor constitutes a legal day's work. The contractor or subcontractor shall forfeit as penalty to the Agency \$25.00 for each workman employed in the execution of the Contract by the respective contractor or subcontractor for each calendar day during which any workman is required or permitted to labor for

more than eight (8) hours in violation of the provisions of the Labor Code except as provided for in Section 1815 of the Labor Code.

#### 1.9 LABOR REQUIREMENTS.

The Contractor shall comply with all applicable requirements of the Labor Code, including but not limited to provisions concerning the employment of apprentices. This work is a public work. Contractor and its subcontractors are subject to the requirements of Chapter 1, Part 7 of the Labor Code, commencing with section 1720, pertaining to public works, and are responsible for ascertaining and applying those requirements. Any person who willfully violates Article 2 of Chapter 1 (Wages) is guilty of a misdemeanor. See Labor Code section 1777. Violations may also result in debarment. See Labor Code section 1777.1.

#### 1.10 PROGRESSIVE ESTIMATES.

Within ten (10) days of each calendar month, the Contract Officer (or designee) will make in writing and certify to the Agency an estimate which in his opinion is just and fair of the amount and value of the Work completed by the Contractor during the preceding month in the performance of the Contract. In case of Work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of Work for which a lump sum is named in the Contract, the Contract Officer (or designee) may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within twenty (20) calendar days after the execution of the Contract Agreement in a form acceptable to the Contract Officer (or designee). No payment will be made to the Contractor until such schedule has been submitted to and approved by the Contract Officer. To the figure thus arrived at shall be added any amounts due the contractor for extra Work and the amount of any approved claims for extra cost to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed and from the remainder there shall be further deducted any amounts due the Agency from the Contractor for supplies or materials provided or services rendered and any other amounts that may be due the Agency under the terms of the Contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for the period. Partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Contract Officer (or designee), the

Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract.

1.11    PROGRESS PAYMENTS.

- A. Per Public Contract Code Section 20104.50, the Agency shall make any progress payment to the Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, or shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Upon receipt of a progress payment request, the Agency shall act in accordance with the following:
  - 1. Each payment request shall be reviewed by the Contract Officer as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
  - 2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- B. The number of days available for the Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency exceeds the seven-day return requirement set forth in paragraph A.2, above.
- C. Said progress payment shall equal ninety-five percent (95%) of the amount earned by the Contractor during the preceding pay period based on the findings of the Contract Officer (or designee). The five percent (5%) retained will be held by the Agency until the final completion and acceptance of all Work under the Contract. No such progress payment or estimate shall constitute an acceptance of the Work or any portion thereof.
- D. The Contractor shall comply with and is subject to the provisions of Public Contract Code Section 7200 et seq, pertaining to retention proceeds withheld from a subcontractor.

## 1.12 ACCEPTANCE AND FINAL PAYMENT.

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Contract Officer will promptly make such inspection, and when the Contract Officer finds the Work acceptable under the Contract and the Contract fully performed, the Contract Officer will promptly issue a final certificate, over the Contract Officer's own signature, stating that the Work required by this Contract has been completed. The Agency will then file a Notice of Completion with the County Recorder's Office within ten (10) days after the date of completion as required by the Civil Code of the State of California.
- B. Undisputed portions of the final payment and of the retained percentage shall become due the Contractor upon delivery of a complete release by Contractor and all subcontractors of all liens, stop payment notices and claims against the Agency, and the Contract Officer as agent of the Agency, arising out of this Contract, or receipts in full or other acceptable evidence of conformance, in lieu thereof, that there is no indebtedness, including liens, payrolls or material bills connected with the Work which have not been paid for or completely satisfied, relating to said undisputed amounts, and an affidavit that so far as the Contractor has knowledge or information, that the releases and receipts include all the labor and materials for which a lien or stop payment notice could be filed relating to said undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Agency or deposit securities eligible for investment under Public Contract Code Section 22300(c) with Agency or into escrow pursuant to an escrow agreement in a form substantially similar to that set forth in Public Contract Code Section 22300(f), to indemnify the Agency against any lien or stop payment notice. If any lien or stop payment notice remains unsatisfied after all payments are made, the Contractor shall refund to the Agency all monies that the latter may be compelled to pay in discharging such a lien or stop payment notice, including all costs and reasonable attorney's fees.
- C. Per the Agency procedure and Public Contract Code section 7107, the retention proceeds withheld from any payment by the Agency from the Contractor, or by the Contractor from any subcontractor, shall be subject to the following:

1. Between thirty-five (35) and sixty (60) days of the date of the completion of the Work of improvement, and subject to the Contractor's furnishing the Agency with releases per Section B, above, the retention withheld by the Agency shall be released, and all monies due the Contractor under the provisions of these Contract Documents shall be paid. In the event of a dispute between the Agency and the Contractor, the Agency may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.
  2. Within seven days from the time that all or any portion of the retention proceeds are received by the Contractor, the Contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
  3. The Contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the Contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
  4. In the event that retention payments are not made within the time periods required by this section, the Agency or the Contractor withholding the unpaid amounts shall be subject to a charge of two (2) percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
- D. Neither the acceptance of a portion or all of the Work by the Agency or Contract Officer, nor any possession taken by the Agency or its employees of any part of the Work, shall operate as a waiver of any provision of this Contract or any power herein reserved to the Agency or any right of the Agency to collect damages as herein provided. No payment shall operate to release the Contractor or his sureties from obligations under this Contract and under the Performance Bond, Labor and Materials Bond, and other bonds and warranties as herein provided.

All prior certificates, upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final payment. The provision of Public Contract Code Section 7100 shall apply to these Acceptance Provisions.

- E. Pursuant to Public Contract Code Section 7103.5, the Contractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgement by the parties.
- F. Contractor may request the Agency disburse any earned retentions into an escrow to be maintained at the Contractor's expense subject to an escrow agreement in a form substantially similar to that set forth in Public Contract Code Section 22300(f). Contractor may direct the investment of those funds and receive the interest and proceeds of the investments on the satisfactory completion of the Project. Contractor is required to pay each subcontractor its portion of sums due, including interest earned from the retention funds.

### 1.13 QUANTITIES AND UNIT PRICES.

The quantities noted in the schedule are approximations for comparing bids, and no claim shall be made against the Agency for excess or deficiency therein. Payment at the unit and lump sum prices set forth in the schedule will constitute payment in full for the completed Work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

Under all payment methods, payment shall be considered full compensation for completion of the Work. Compensation for any items of Work described in the contract but not specifically listed in the bid schedule will be included in the payment for item of the Work to which it is subsidiary.

1.14     MEASUREMENT OF QUANTITIES.

The quantities of Work performed will be computed by the Contract Officer (or designee) on the basis of measurements taken by the Contract Officer (or designee), and these measurements shall be final and binding.

1.15     RESOLUTION OF CLAIMS.

Notwithstanding any other provision of this Contract, resolution of claims by the Contractor against the Agency in any amount shall be processed in accordance with the provisions of Article 1.5, Chapter 1, Part 3, Division 2 of the Public Contracts Code, Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

1.16     DISPUTES.

Except as otherwise provided in this Contract, any dispute concerning matters relating to execution, or progress of Work, or interpretation of the Contract shall be decided by the Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor within 15 days. If the Contractor disagrees with the decision, the Contractor may file a claim pursuant to Section 1.16, Resolution of Claims. Provided that if no such claim is filed, the decision of the Contract Officer shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Contract Officer's decision.

1.17     EXTRA WORK.

The Agency, without invalidating the Contract, may order extra Work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such Work shall be executed under the conditions of the original Contract. In giving instructions, the Contract Officer (or designee) shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes or the Work, but otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written order by the Contract Officer and no claim for an addition to the Contract sum shall be valid unless so ordered. The value of any such extra Work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum.



- B. By unit prices named in the Contract or subsequently agreed upon.
- C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra Work:
1. Direct Labor Costs: Charges for cost of all of the labor provided and used by the Contractor shall be made for manual classification up to and including general foremen. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Time Keepers and Maintenance Mechanics. The time charged to extra Work shall be subject to the daily approval of the Contract Officer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Notice To Bidders. No time or charges will be allowed except when the men are actually engaged in the proper, efficient and diligent performance or completion of the extra Work as authorized. Overtime shall not be worked without prior approval by the Contract Officer.
  2. Equipment Costs: Charges for the rental and operations of the equipment provided and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of one thousand dollars (\$1,000.00) or less. Equipment time charges must be subject to the daily approval of the Contract Officer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Contract Officer and Contractor prior to commencement of the extra Work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra Work as authorized.
  3. Material Costs: Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the Extra Work Order and the actual use verified by the Contract Officer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification use of such materials by the Contract Officer.
  4. Tools, Supplies, Overhead, Supervision and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of fifteen percent (15%) of the total direct Labor Costs,

Equipment Cost and Material Costs, as defined above. A maximum charge of an additional five percent (5%) for the prime contractor if Work is performed by a subcontractor. In the case of joint ventures, each party is considered a prime contractor.

5. Any extra Work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

Contractor shall be responsible to increase Bond coverages upon execution of Extra Work Orders.

#### 1.18 CLAIMS FOR EXTRA WORK.

If the Contractor claims any instructions by drawings or otherwise involve extra cost, or if the contractor disagrees with the Contract Officer's determination as to the value of the extra Work or change, the Contractor may file a claim pursuant to Section 1.15, Resolution of Claims. Provided, that no such claim is filed, the determination of the Contract Officer shall be final and conclusive.

#### 1.19 CONTRACT CHANGES AND PAYMENT THEREON.

The Agency may make changes in the Work in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. The Contractor shall be paid for such changes in accordance with the provisions of the Contract governing payment for extra Work or change, Sections 1.17 and 1.18, above.

#### 1.20 ASSIGNMENTS.

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Agency. Any attempted assignment without prior written consent of the Agency is void and of no effect.

#### 1.21 SUBCONTRACTS.

The Contractor shall comply with the "*Subletting and Subcontracting Fair Practices Act*" of the Public Contracts Code. Each bidder shall set forth in his Proposal the name and the location of the place of business of each subcontractor who will perform Work or labor or render service to the General

Contractor in or about the construction of the Work in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of Work which will be done by each such subcontractor. Only competent subcontractors shall be employed on the Work. Workers whom the Contract Officer determines to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably shall be immediately removed from the Work by the Contractor at the direction of the Contract Officer. No changes will be allowed from the approved subcontractor list without the written approval of the Contract Officer. The Contractor agrees that he/she/it is fully responsible to the Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he/she/it is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Agency.

#### 1.22 SEPARATE CONTRACTS.

The Agency reserves the right to let other contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his/her/its Work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the Work of any other contract, the Contractor shall inspect and promptly report to the Contract Officer any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute his acceptance of the other contractor's Work as fit and proper for the reception of his Work, except as to defects which may develop in the other contractor's Work after the execution of his Work. To ensure the proper execution of his subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Contract Officer any discrepancy between the executed Work and the Drawings.

#### 1.23 LIENS OR STOP PAYMENT NOTICES.

Neither the final payment nor any part or the retained percentage shall become due until the Contractor delivers to the Agency a complete release of all liens or stop payment notices arising out of this Contract, or receipts in full in lieu thereof and in either case, an affidavit that so far as he/she/it has knowledge or information, the releases and receipts include all the labor and material for which a lien or stop payment notice could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish either:

(1) a bond satisfactory to the Agency, to indemnify the Agency against any lien or stop payment notice; or (2) securities pursuant to Section 1.25 below. If any lien or stop payment notice remains unsatisfied after all payments are made, the Contractor shall refund to the Agency all monies that the latter may be compelled to pay in discharging such a lien or stop payment notice, including all costs and a reasonable attorney's fee. The provisions outlined in Public Contract Code Section 7107 shall be a part of any action taken on liens or stop payment notices.

1.24     CONTRACTOR'S RIGHT TO SUBSTITUTE SECURITIES.

The Contractor may substitute securities for any monies withheld to insure performance under the Contract in strict accordance with Section 22300(c) of the Public Contracts Code of the State of California.

1.25     AGENCY'S RIGHT TO TERMINATE CONTRACT.

A. If the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, if a receiver should be appointed on account of his insolvency, or if he/she/it should fail to meet the requirements of the Contract, the Agency upon the certificate of the Contract Officer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, provide the Contractor with written notice terminating the Contractor's employment under this Contract. Upon receipt of such notice, the Contractor shall preserve site construction materials and equipment and undertake immediate steps to remedy such default. If the Contractor fails to remedy such default within seven (7) calendar days after receipt of such written notice, the Agency may terminate the Contractor's employment and take possession of the premises and of all materials, tools and appliance thereon and finish the Work by whatever method the Agency may deem expedient. Upon such action the Contractor shall cooperate with the Agency in all respects in order to allow the Agency to proceed to completion of the Work. 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 expense 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 Agency. The expense incurred by the Agency as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Agency.

- B. The Agency may terminate the Contract upon ten (10) days written notice to the Contractor, if Agency finds reasons beyond the control of the parties, which make it impossible, or against Agency's interest to complete the Work. In such a case, the Contractor shall have no claims against the Agency, except for the value of the Work performed to the date of the termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the Work. The value of the Work performed and the cost of materials and shipment delivered to the site shall be determined by the Contract Officer in accordance with the procedure prescribed for the making of a final estimate and payment.

1.26 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT.

If all of the Work of the Project shall be stopped under an order of any court or other public authority for a period of three (3) calendar months through no fault or act of the Contractor or of any employee, subcontractors or agents of the Contractor, then the Contractor may on seven (7) days written notice to the Agency elect to terminate this Contract and recover from the Agency payment for all Work executed to such date of election, any losses sustained on any plant or material and a reasonable profit on the Work completed or done by the Contractor to the date of such written notice. This shall be the sole remedy of the Contractor under this Contract against the Agency, the Engineer, their agents or employees, but the Contractor shall retain all rights and causes of action against any other party than the forenamed for interference with the Contract.

1.27 CONTRACTOR'S UNDERSTANDING.

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

1.28     DRAWINGS AND SPECIFICATIONS FURNISHED.

Drawings furnished herewith are for bidding purposes. The Agency will furnish to the Contractor, free of charge, all copies of working Drawings and Specifications reasonably necessary for the execution of the Work.

1.29     DRAWINGS AND SPECIFICATIONS ON THE WORK.

The Contractor shall keep one copy of all current Drawings and Specifications on the Work. If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in Drawings, or in the layout as given by points and instructions, it shall be his duty to immediately inform the Contract Officer in writing and the Contract Officer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

1.30     OWNERSHIP OF DRAWINGS.

All copies of Drawings and Specifications furnished by the Agency are property of the Agency. They are not to be used on other Work, and with the exception of the signed Contract set, are to be returned to the Agency on request, at the completion of the Work.

1.31     CONFLICTS BETWEEN THE SPECIFICATIONS AND THE DRAWINGS.

In case of conflict between the Specifications and the Drawings, the conflict shall be brought to the attention of the Contract Officer who shall resolve such conflict.

1.32     SUPERINTENDENCE AND SUPERVISION.

The Contractor shall keep on the Work during its progress a Superintendent, necessary assistants, and workmen, all of whom are competent and satisfactory to the Agency. The Superintendent shall not be changed except with the consent of the Agency. The Superintendent shall not be changed except with the consent of the Agency, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give proper supervision to the Work, using his best skill and attention. Neither party shall employ or hire any employee of the other party without his consent.

Daily reports shall be maintained by Contractor and Subcontractors and submitted to the Agency no later than weekly or by request from Agency. Daily reports must contain, at a minimum, the information outlined in the sample "Foreman's Daily Report" provided by Agency.

### 1.33 TOOLS AND EQUIPMENT.

The Contractor must provide adequate equipment and facilities to perform properly the Work in a responsible manner in accordance with these Contract Documents. If, at any time before the commencement or during the progress of the Work, tools, plant, or equipment appear to the Contract Officer to be insufficient, inefficient, or inappropriate to secure the quality of the Work required or the proper rate of progress, the Contract Officer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Contract Officer to demand such increase in efficiency, number, or improvement shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contractor to the satisfaction of the Agency.

### 1.34 INSPECTION OF WORK.

The Agency and their authorized agents, as well as the Engineer and his representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Contract Officer's instructions, law, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Contract Officer (or designee) timely notice of its readiness for inspection and, if the inspection is by an authority other than the Contract Officer (or designee), of the time fixed for such inspection. Inspections by the Contract Officer (or designee) shall be made promptly and where practicable, at the source of supply. If any Work should be performed without approval or consent of the Contract Officer (or designee), it must, if required by the Contract Officer, be exposed for examination at the Contractor's expense, irrespective of whether the Work exposed is found to be defective or not. Re-examination of questioned Work may be ordered by the Contract Officer, and if so ordered, the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the Agency will pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract

Documents, the Contractor shall pay such cost, unless he shall show that the defect in the Work was caused by another contractor, and in that event, the Agency will pay such cost. The inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Contract Officer (or designee) and accepted or estimated for payment. If the Work, or any part thereof, shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall within ten (10) calendar days make good such defect without compensation in a manner satisfactory to the Contract Officer. If the Contractor shall fail or neglect to make ordered repairs of defective Work or to remove condemned materials from the Work within ten (10) calendar days after direction by the Contract Officer in writing to do such repair Work or remove such materials, the Agency may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

1.35     SAMPLES AND TESTS.

At the option of the Contract Officer (or designee), the source of supply of each of the materials shall be approved by Contract Officer (or designee) before the delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Work for testing or examination as requested by the Contract Officer (or designee). All tests of materials provided 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 these Specifications. The Contractor shall provide the Agency three certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the Agency shall not be incorporated in the Work, unless the Contract Officer shall have notified the Contractor in writing that such testing and inspection will not be required. The Contractor shall provide, without charge, such samples of materials as are requested by the Contract Officer (or designee). No material shall be used until it has been approved by the Contract Officer (or designee). Samples will be secured and tested whenever necessary to determine the quality of the material. Independent inspection and/or testing of Work and materials may be required as a part of this contract and may be specified in the appropriate subsection. The inspection of materials shall not relieve the Contractor of the



obligations under the Contract, and the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the guaranty period.

#### 1.36 CONTRACT OFFICER'S STATUS.

The Contract Officer will have general supervision and direction of the Work. Where appropriate, the Contract Officer may designate some Contract Officer's duties stipulated in the Contract Documents to authorized agents, such as the Engineer or others, for assistance and performance without relinquishing any authority or final decision and veto power over decisions made by authorized agents. The Contract Officer shall give all orders, lines, grades and directions contemplated under the Contract. Contract Officer has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. Contract Officer shall also have authority to reject all Work and materials, which do not conform to the Contract, to direct the application of forces to any portion of the Work, as in his judgment is required, and to order the force increased or diminished, and to decide questions, which arise in the execution of the Work. The undertaking of periodic inspections by the Contract Officer shall not be construed as supervision of the actual construction nor make the Contract Officer or the Agency responsible for providing a safe place for the performance of the Work by the Contractor, subcontractors or suppliers, or by agents or employees of the Contractor, subcontractors or suppliers; or for access, visits, use, Work, travel or occupancy by any person.

#### 1.37 PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection, including the erection of temporary fences if required, of all his Work from damage and shall protect private landowner or Agency property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Agency. Contractor shall protect adequately adjacent property which shall include livestock and crops. Contractor shall provide and maintain all right-of-ways, passageways, barricades, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall use extreme care during construction to prevent damage from dust to adjacent property. The Contractor shall sprinkle the right-of-way or take other dust abatement preventive measures as directed by the Contract Officer (or designee). The Contractor shall be

responsible for all damage or injury, which may be caused on any property by trespass by the Contractor or his employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor. The Contractor shall be responsible for any damage caused by drainage or storm water run-off from construction areas and from construction plant areas. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Contract Officer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she/it shall so act, without appeal, if so instructed or authorized.

**1.38 RESPONSIBILITY FOR REPAIR OF WORK.**

All Work under and implied by this Agreement shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, and restore any damages or defects that occur under its care regardless of the cause of damage.

**1.39 RESPONSIBILITY REGARDING EXISTING UTILITIES, STRUCTURES AND PRIVATE PROPERTY.**

Pursuant to Section 4215 of the Government Code, the Agency agrees to assume the responsibility, between the parties to the Contract, for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the site of any construction project that is a subject of the Contract, if such utilities are not identified by the public agency in the Plans and Specifications made a part of the invitation for bids.

The Contractor shall be compensated for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the Project necessarily idled during such Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the Agency or the owner of the utility to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the Agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the Agency from identifying main or trunk-lines in the Plans and Specifications.

Nothing herein shall preclude the Agency from pursuing any appropriate remedy against the utility for delays, which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by Contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor, while performing the Contract, discovers utility facilities not identified by the Agency in the Contract, Plans or Specifications, immediately notify the Agency and utility in writing.

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

The Contractor shall adequately protect all private and the Agency property within the construction area including pipelines, structures and existing irrigation and drainage facilities whether or not same are shown on the Drawings. Any such facilities damaged shall be repaired or replaced to the satisfaction of the Contract Officer. There shall be no additional cost to the Agency for such repair or replacement.

The Contractor shall utilize the Regional Notification Center (Underground Services Alert) and pay all fees and abide by all requirements of such Center and Government Code Section 4216 et seq., in advance of any excavation.

#### 1.40 LAWS TO BE OBSERVED.

The Agency is subject to laws relating to public agencies which are part of the Contract as though fully set forth herein. The Contractor shall keep itself fully informed of all existing and future State and National laws, ordinances and regulations of the Agency, and the Division of Industrial Safety, and the applicable jurisdictional regulatory agencies, including but not limited to the California Air Board, California Department of Fish and Game, US Army Corps of Engineers, US Fish and Wildlife Service, NOAA National Marine Fisheries Service, which in any way affect those engaged or employed in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor, himself, shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Agency, the Engineer and all of its or their

officers, agents, servants, and volunteers against any claim or liability arising from or based on the violation of any such laws, ordinances, regulation, orders, or decrees, whether by themselves or their employees. If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications or Contract for the Work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Contract Officer and Engineer in writing.

1.41    SANITATION.

The Contractor shall provide adequate sanitary facilities according to state laws and local ordinances.

1.42    SAFETY.

The Contractor shall execute and maintain Work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of Work.

In carrying out Work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed at the active construction site.

1.43     ACCIDENTS.

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the Agency all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contract Officer and the Agency. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Agency, giving full details of the claim.

1.44     NON-DISCRIMINATIONS OF EMPLOYMENT.

The Contractor's attention is called to Section 1735 of the Labor Code which reads as follows:

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

The Contractor shall post all necessary notices and provide the Agency certification that he/she/it is in full conformance with these regulations.

1.45     FAIR EMPLOYMENT PRACTICES.

- A. In the performance of this contract, the Contractor will not discriminate against any employee or applicant as detailed in Government Code Section 12940. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without respect to any discriminatory practice. The Contractor shall post in conspicuous places available to employees and applicants provisions of the Fair Employment Practices Act.
- B. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data

and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the Agency, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

1.46    MINORITY AND SMALL BUSINESS PARTICIPATION.

Positive efforts shall be made by the Contractor to utilize small business and minority owned business sources of supplies, service and Work. Positive efforts should be such as to allow such sources the maximum feasible opportunity to compete for all Work.

1.47    POLLUTION.

The Contractor shall conform to all federal, state and local requirements regarding environmental pollution. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.

1.48    CLIMATIC CONDITIONS.

The Contract Officer may order the Contractor to suspend Work that may be subject to damage by climatic conditions.

1.49    RIGHTS-OF-WAY.

Except as noted herein, the Agency will provide the right-of-way for permanent works and access to the Worksite. The Contractor will be permitted to use the right-of-way for access and construction purposes. The Contractor shall properly maintain or restore all private roads, lanes, walkways, bridges, culverts, gates, fences and other structures that are damaged or removed by him. Upon completion of the construction Work, the Contractor shall restore ground surfaces and access roads to the original condition and to the satisfaction of the Contract Officer at no additional cost to the Agency. The Contractor shall not be entitled to extra compensation for hardships and increased cost caused by the Work being routed adjacent to telephone, telegraph or communication lines and guy wires, power-lines and guy wires, pipelines, drains, and other obstacles which may physically restrict or limit the use of the construction right-of-way. In some cases, such physical confinement may necessitate special methods of construction of the Work.

1.50     ROYALTIES AND PATENTS.

The Contractor shall pay all royalties and license fees. Defend all suits for infringement of any patent rights and shall save the Agency harmless from loss on account thereof, except that the Agency shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Contract Officer.

1.51     PERMITS AND RESPONSIBILITIES.

The Contractor shall, without additional expense to the Agency, obtain all licenses and permits, unless specified otherwise, required for the prosecution of his Work. Copies of all such licenses and permits shall be provided to the Agency before commencement of such Work. Contractor shall be responsible for all damages to persons or properties that occur as a result of his fault or negligence in connection with the prosecution of the Work.

1.52     TAXES AND FEES.

The Contractor shall pay all sales and other taxes that may be required by law, and all license and other fees that may be required by an agency having jurisdiction.

1.53     DELAYS AND EXTENSION OF TIME.

If the Contractor be delayed at any time in the progress of the Work by any act or neglect of the Agency or its agents or employees, or by any other contractor employed by the Agency, or by changes ordered in the Work, or by strikes, lockouts, fire, climatic conditions, unusual delay in transportation, Act of God, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Contract Officer, or by any cause which the Contract Officer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Contract Officer may order in writing. No such extension shall be made for delay occurring more than seven (7) calendar days before claim, therefore, is made in writing to the Contract Officer. In the case of a continuing cause of delay, only one claim is necessary. If no schedule or agreements stating the dates upon which Drawings shall be provided is made, then no claim for delay shall be allowed on account of failure to provide Drawings until two (2) weeks after demand for such Drawings and

not then unless such claim be reasonable. If the Contractor disagrees with the Contract Officer's decision, the Contractor may file a claim pursuant to Section 1.16, Resolution of Claims. Provided that if no such claim is filed, the decision of the Contract Officer shall be final and conclusive.

1.54     CONTRACTOR NOT RESPONSIBLE FOR COSTS RELATED TO DAMAGE FROM ACTS OF GOD.

In accordance with Public Contract Code Section 7105, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work, which damage is determined to have been proximately caused by an Act of God, in excess of five percent (5%) of the contracted amount, provided, that the Works damaged were built in accordance with the Plans and Specifications.

1.55     CLEAN-UP.

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the Work, the Contractor shall remove from the vicinity of the Work all buildings, unused materials, rubbish, staged materials, and other like items, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Agency after ten (10) calendar days notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore. No direct payment will be made to the Contractor for any clean-up Work, but all compensation, therefore, shall be included in the prices bid in the schedule for the various items of Work.





## SECTION 2

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### SPECIAL CONDITIONS

#### 2.1 AMENDMENT TO GENERAL CONDITIONS.

*SECTION 1-GENERAL CONDITIONS are amended per this sub-section as follows:*

#### **AMENDMENTS to SECTION 1.2:**

**ENGINEER** an authorized agent; Summers Engineering, Inc., Consulting Engineers, Hanford, California, acting either directly or through their properly authorized agents.

**USACE** The USACE will not be a regulatory agency with jurisdiction over Work.

**CDFW** The California Department of Fish and Wildlife (CDF&W) will not be a regulatory agency with jurisdiction over Work.

**SWPPP** Although a Storm Water Pollution Prevention Plan will not be required for this Work since the Project will be implemented within an existing concrete lined canal with gravel maintenance roads, the Contractor shall implement appropriate SWPPP practices.

#### **AMENDMENT TO SECTION 1.12:**

In accordance with Public Contract Code Section 7201, the Agency may hold a public hearing prior to the bid that finds the project is substantially complex and therefore requires a higher retention amount than 5 percent. If a public hearing is held and this finding is made, the finding and the actual retention amount will be included at the end of Section 2.

**SUBSTITUTION to 1.8 - INDEMNIFICATION.**

.1 CONTRACTOR TO INDEMNIFY THE UNITED STATES BUREAU OF RECLAMATION AND AGENCY. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless and defend the *United States Bureau of Reclamation, Agency*, and their directors, officers, employees, or authorized agents and volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Contractor and/or the *United States, Agency*, or any directors, officers, employees, or authorized agents and volunteers of the *United States, Agency* or Contractor, and damages to or destruction of property of any person, including but not limited to, the *United States, Agency* and/or Contractor or their directors, officers, employees, or authorized agents and volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, including the completed operations, however caused, regardless of any negligence of the *United States, Agency* or their directors, officers, employees, or authorized agents and volunteers, except the willful misconduct or active negligence of the *United States, Agency* or their directors, officers, employees, or authorized agents and volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which

any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the Agreement. Such costs, expenses, and damages shall include all costs and attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

.2 CONTRACTOR TO DEFEND THE UNITED STATES BUREAU OF RECLAMATION AND AGENCY. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the *United States*, Agency or their directors, officers, employees, or authorized agents and volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the *United States*, Agency or their directors, officers, employees, or authorized agents and volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse the *United States*, Agency or their directors, officers, employees, or authorized agents and volunteers, for any and all legal expenses, costs or actual damages incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the *United States*, Agency or their directors, officers, employees, or authorized agents and volunteers.

**ADDITION to 1.35 – INSPECTION OF WORK.** In addition to the Agency and Engineer, the U.S. Bureau of Reclamation, the Solano Irrigation District, and their respective representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. All other language of Section 1.35 remains in effect with applicable modification per the above addition.

**ADDITION to 1.45 - NON-DISCRIMINATIONS OF EMPLOYMENT.** In addition to those requirements provided in 1.45, Reclamation Manual Directives and Standards PEC10-24, PEC10-25, and PEC10-26 are incorporated into the General Conditions by this reference and shall be applicable without regard to federal funding stipulations. Copies of these Directives and Standards are provided at the end of Section 2.

## 2.2 REQUIREMENTS.

It is required that there be completed in accordance with the Contract Documents the Putah South Canal Suction Dredge Cleaning for the Solano County Water Agency (Agency).

## 2.3 DESCRIPTION OF THE WORKSITE.

The Worksite reach for this project is located in Solano County within the property of the United States Bureau of Reclamation, Solano Project, Putah South Canal (PSC). The Worksite reach starts at MP 17.72 at Ellis Godfrey Drive, Fairfield, CA down to MP 18.80 at the McCoy Check, near Cement Hill Road & Clay Bank Road, Fairfield, CA.

## 2.4 DESCRIPTION OF THE WORK.

Work consists of cleaning one (1) PSC Reach, an approximate total length of 1.1 miles, as shown on the Figure 2 Site Plan. The cleaning shall include removal of both the aquatic vegetation in the canal and sediment which has settled to the canal invert and walls in each reach. The canal will be in normal operation with water flowing downstream to municipal and agricultural customers during the canal cleaning operation. Flow rates will likely range from 150-250 cfs with water velocities ranging from 0.9 – 1.6 ft/sec. The Contractor is expected to use methods such as suction dredging, mechanical harvesting, centrifuge processing, and/or combination of these or other methods to remove aquatic vegetation, organic matter, and fine sediment from the specified PSC Reaches during normal canal operations.

## 2.5 COMMENCEMENT, PROSECUTION, COMPLETION OF WORK.

Begin and complete Work within the time stated in the Instructions to Bidders. Capacity of the Contractor's construction plant, operating sequence and methods, and forces and equipment employed shall, at all times during the continuance of the Contract, be subject to approval by the Contract Officer to insure completion by the Work date specified.

## 2.6 ORDER OF COMPLETION.

The Contractor shall submit to the Contract Officer within 7 days after the date of the Notice to Proceed, a Project Schedule which shall show the date in which the Contractor will start the work and estimated date of completion.

1. SUBMITTALS: Drawings furnished to the Contractor by the Agency shall not be construed as shop or fabrication Drawings. The Contractor shall furnish to the Contract Officer or Engineer three paper copies or a PDF electronic file of all shop and fabrication Drawings which are required prior to the fabrication or placement of any or all items. Shop and fabrication Drawings shall be submitted at least forty-five (45) calendar days before the materials indicated thereon are to be needed or earlier if required to prevent delay in the work. Within thirty (30) calendar days after receipt of shop or fabrication Drawings, or both, the Engineer will return one copy of these Drawings to the Contractor marked "No Exceptions Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected-Resubmit". The Contractor shall then correct the shop or fabrication Drawings, or both, as requested by the Engineer, or resubmit an alternate and perform the work in accordance with the corrected Drawings or acceptable alternate thereto. The Agency reserves the right to require, at no additional cost over the unit prices bid in the schedule, such modifications or alterations as deemed necessary by the Engineer. Notwithstanding the above provisions, the Contractor shall be responsible for obtaining proper fit and dimensions, and adequate strength to withstand dynamic and static loadings on the materials and equipment furnished by him. The Engineer's review of fabrication Drawings will apply only to the general arrangement of the materials

or equipment and shall not be construed as relieving the Contractor of the full responsibility for the work required by the contract. Fabrication or other work done prior to the Contractor's receipt of the reviewed shop and fabrication Drawings shall be done entirely at the Contractor's risk.

2. PROTECTIONS: Once Contractor's Project Schedule is accepted by the Agency, the Construction Manager will direct installation of any required erosion control measures by the Contractor. Prescribed and applicable exclusionary measures, erosion control and water quality BMPs, shall be implemented as soon as practical. Required water quality protection and erosion control measures shall be in place, inspected, and approved by Agency prior to commencement of clearing and grubbing activities. Erosion control measures shall include the placement of straw wattles and/or silt fences along the edge of access roadways adjacent to the location of the Work, as required, and at applicable low points to prevent the discharge of turbid erosion water into drainage culverts flowing into drainage channels, the PSC, and/or adjacent private properties. Delineations installed by Agency shall be maintained by Contractor for duration of Work.

3. CLEARING AND GRUBBING: Prior to clearing and grubbing activities, Contractor will review any protective and exclusion areas marked in the field.

4. STAGING: Staging, haul routes, all sludge collection and/or turn-around sites, properly contained equipment and material storage areas, and all necessary maintenance and refueling sites, shall be established prior to the start of canal cleaning operations. All construction staging, sludge hauling, and any equipment or material delivery shall be well planned and carried out utilizing "Just-In-Time" construction management procedures for hauling and canal cleaning activities, so as to maximize safety and minimize downtime delays created by maneuverability and confined space issues.

5. SCHEDULES: Schedule updates shall be provided upon request by Contract Officer.

2.7 WORK DETAILS, OPTIONS, AND CONSTRAINTS.

One canal reach is to be cleaned, which is described in Sections 2.3 and 2.4. Two water treatment plants as well as numerous agricultural withdrawals are located along the PSC downstream of the reach to be cleaned. The Contractor shall prepare and submit a cleaning operation schedule in advance, so the Agency can coordinate the proposed canal cleaning with the various water users. This schedule shall estimate the start and end day for canal cleaning operations for the one reach.

Some of the Reaches have aerial pipelines, drainage culverts, and bridges crossing the PSC. These crossings will impact cleaning operations because they create barriers along the PSC, preventing access to a short section of the canal where vegetation and sediment is deposited. In some locations this will require removal and then replacement of cleaning equipment back into the PSC. At each Reach there will also be different access and operational issues when driving both to and from PSC maintenance roadways. Some of the access roadways will be narrow. The Contractor will be required to meet all traffic control requirements mandated by Solano County or the respective City through which the project work extends. Space constraints and access to the PSC will complicate construction issues and for some Reaches may alter the methods used for efficient operation of the canal cleaning process.

The Agency and PSC Water Operations staff will require daily access to the PSC during cleaning operations. It is understood some coordination will be



required between the Contractor, Agency, and Water Operations staff to prevent access issues from impacting efficient cleaning operations and operation of the PSC.

Attendance at an Agency Job Showing, outlined in Section 2 of the Instruction to Bidders, is mandatory. The primary purpose is to make sure all bidding Contractors or Subcontractors are familiar with the access routes to and from each of the Reaches, the overchutes, bridges and pipes across the PSC, and dead ends along the Reaches which will impact cleaning operations.

## 2.8 PRECONSTRUCTION CONFERENCE.

Prior to the start of construction the Contract Officer will conduct a preconstruction conference. At the conference the Contract Officer will review the Project with the Contractor and other interested parties.

## 2.9 PROVISIONS BY THE CONTRACTOR.

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for execution and completion of Work. All provisions shall be serviceable and clean. Materials shall be of good quality. Contractor shall, if requested, provide satisfactory evidence as to the kind and quality of materials.

## 2.10 PROVISIONS BY THE AGENCY.

The Agency will:

1. Allow use of existing storage space at locations along the PSC for storage of equipment and materials, if necessary.

## 2.11 ACCESS TO THE WORK.

The Contractor shall access the PSC Reach 1 as directed by the Agency. Control and restriction of public access to the Reach shall be the Contractor's responsibility throughout the Work duration. Contractor is responsible for

maintaining site access for Water Operations staff and making sure all directed lockable gates within the Reach are locked at the conclusion of each day.

#### 2.12 COOPERATION WITH LOCAL LANDOWNERS.

The construction of the PSC Suction Dredge Cleaning Work will occur on land owned by the United States. However, the access to the Reach is located within the City of Fairfield, with homes located on both sides of the PSC. The Contractor shall coordinate his work to minimize any negative impacts to the adjacent homes and landowners.

A normal work day is typically 7 a.m. – 4 p.m. The Contractor can extend his work for the project from 7 a.m – 9 p.m. If the Contractor works into the early evening hours appropriate lighting must be provided for worker and project safety.

#### 2.13 RELATIONS WITH BUREAU OF RECLAMATION AND SAFETY ISSUES.

The project site is located within land owned by the United States and administered by the United States Bureau of Reclamation. The Solano Irrigation District provides ongoing operation and maintenance for the PSC, as administered by the Agency. The Contractor's attention is directed to the following rules, regulations, and conditions required by the Bureau of Reclamation and the Agency that may govern portions of the proposed work under this Contract:

A. No embankment shall be placed closer than 4 feet from the inside edge of the top of the canal lining.

B. All fill placed below the top of the lining and within 8 feet of the inside lip of the top of the lining shall be fully compacted to a compaction of 95 percent of the maximum dry density in accordance with ASTM D-1557.

C. Where new slopes or embankments are to be constructed on the USBR right of way, the existing ground surface shall be stripped of unsuitable material and scarified to assist in bonding the new embankment to it.

D. Where new embankments are being constructed over existing adjacent embankments, if oil and macadam road surfacing exists on the existing embankment, it shall be pulverized and thoroughly blended into the next lower 12 inches of soil or removed from the site.

E. Any damage to the PSC facilities from Work operations shall be the responsibility of the Contractor and shall be repaired by the Contractor at his/her expense.

F. All cast in place drilled hole concrete piles adjacent to the PSC Inlet Structure shall use temporary steel casings to prevent caving of the holes and potential damage to the existing retaining walls.

G. If an emergency situation develops during Work operations, the Contractor shall immediately notify appropriate contacts with the Agency and the United States Bureau of Reclamation. No work shall proceed without the express approval of both agencies.

H. All canal gates accessed by the Contractor must be locked at night.

I. At all times during Work activities the Contractor shall have a safety line and a life preserver available on site.

J. If Contractor employees are working within the canal prism, a life preserver must be worn by each worker at all times with a spotter with a safety line located along the canal banks.

K. Any debris that is dropped into the PSC shall be removed by the Contractor upon notification by the Agency or the Solano Irrigation District.

L. The Contractor must submit a comprehensive written safety program covering all construction operations related to the Contract and applicable Job Hazard Analyses for the project. The required Safety Program Outline and a Job Hazard Analysis form are attached at the end of Section 2.

#### 2.14 SURVEYS, LINES, AND GRADES.

Agency will provide construction staking for lines and grades, if necessary. Notify Construction Manager of staking requirements 48 hours in advance of need. Contractor shall review lines, dimensions and elevations, and shall make

all necessary rechecks during the progress of the Work to avoid errors in construction. Furthermore, the Contractor shall check each unit of work as it is completed in order to insure the proper installation of subsequent Work. Contractor shall be responsible for proper dimensions and fittings of all items of Work or materials installed. Report any discrepancy found in lines, dimensions or elevations to the Construction Manager immediately.

2.15    EXISTING UTILITIES.

There are some existing electrical conduits, utility pipeline crossings, and storm drainage culverts at or adjacent to the PSC. The Contractor shall immediately notify the Agency if any utilities are found at the project site which will create problems during construction.

2.16    LIQUIDATED DAMAGES.

Agency and the Contractor agree and stipulate that damage will be sustained by the Agency from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Agency will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such a delay under these circumstances and to agree and stipulate by this Contract that the sum of one thousand dollars (\$1,000) per day for each and every additional calendar day beyond the full time of completion provided to complete all Work on the project has been agreed to by the parties as a fair estimate of the damage to be suffered by the Agency from and as a direct result of additional delays. The time set for completion of Work is set forth in the Instructions To Bidders.

2.17    GUARANTY.

In addition to specific guaranties where stated elsewhere, the Contractor hereby agrees to pay to the Agency or to make at their own expense all repairs, replacements, or payments necessitated by defect in materials or workmanship

supplied under the terms of this Contract which exist within one year after the date of final acceptance of the Work. The Contractor shall be fully responsible for all direct and indirect damages and expenses to the Agency caused by such defects in materials or workmanship, including defects in materials and workmanship supplied to the Contractor by a subcontractor or manufacturers of equipment. As to any equipment or materials, which bear a guaranty or warranty in writing or by law for a period longer than one year, the guaranty or warranty shall be for such longer periods. The effective date for the start of the guaranty or warranty period for equipment qualifying as substantially complete, shall be upon the time the Agency takes possession and operation of such equipment or materials. The Contractor also agrees to hold the Agency harmless from liability of any kind, arising from damage due to such defects. The Contractor shall make all repairs and replacements or payments promptly upon receipt of written order for the same from the Agency. If the Contractor fails to make the repairs or replacements or payments promptly, the Agency may do the Work and the Contractor and his surety shall be liable for the costs thereof. Any additional requirements for the Project relative to correction of defective Work after final acceptance are provided for hereafter in this agreement.

2.18    EXPLOSIVES.

Explosives will not be permitted for any work in this contract.

2.19    WATER AND AIR POLLUTION REQUIREMENTS.

The Contractor shall implement the following measures to minimize potential impacts on water quality in the PSC.

- (1) All Contractor fuels, oils, greases, and other petroleum products shall be stored away from the PSC so that if there is any leakage of such products it will not flow into the PSC.
- (2) All Contractor vehicles and equipment shall undergo periodic inspection and maintenance to minimize the potential of leaks or spills of oils, grease, or hydraulic fluids.

(3) The excavation of soils adjacent to the project site shall be stockpiled in suitable locations and in a manner to prevent erosion and sedimentation from flowing or wind-blown dust from blowing into the PSC.

The Contractor shall comply with all laws set by the Yolo–Solano Air Quality Management District regarding smoke and dust generated within the easement areas. The Contractor shall implement the following measures to minimize potential impacts on air quality:

- (1) Stockpiled soils shall be sprayed with water to prevent blowing dust.
- (2) Unpaved graded or excavated areas within the proposed project construction area shall be appropriately sprayed with water each day to minimize blowing dust.
- (3) To minimize the deposition of soil on City or County roads the paved areas at all entry and exit sites shall be swept or washed daily, as appropriate, to remove silt accumulated from construction activities.

## 2.20 PLANS AND DRAWINGS.

The following plans and drawings are made a part of these Specifications:

<b>Sheet No.</b>	<b>TITLE</b>	<b>Dwg. No.</b>
1	Vicinity Map	L-1
2	Site Plan – Suction Dredge Reaches	SP-1
3	Reach 1	AP-1
4	Reach Cross Section	CS-1



## Reclamation Manual Directives and Standards

PEC 10-24

PEC 10-25

PEC 10-26





# Reclamation Manual

## Directives and Standards

<b>Subject:</b>	Reclamation Standard Water-Related Contract Articles, Standard Article 24: Equal Employment Opportunity (Federally Assisted Construction)
<b>Purpose:</b>	To provide requirements for the content and application of Standard Article 24: Equal Employment Opportunity (Federally Assisted Construction) (Standard Article 24), for the benefit of supporting general policy and specific requirements set forth in Reclamation Manual Policy PEC P10, <i>Reclamation Standard Water-Related Contract Articles</i> (PEC P10).
<b>Authority:</b>	The Reclamation Act of 1902 (ch. 1093, 32 Stat. 388), and acts amendatory and supplementary thereto; Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352, Title VII; 78 Stat. 253; 42 U.S.C. § 2000e); Executive Order 11246, as amended; 41 C.F.R. §§ 60-1.1 and 60-1.3 – 60-1.5. <sup>1</sup>
<b>Approving Official:</b>	Director, Policy and Administration
<b>Contact:</b>	Water and Environmental Resources Division, 84-55000

1. **Introduction.** This Directive and Standard provides the text for Standard Article 24 and addresses related requirements. It sets forth two versions of Standard Article 24—Versions A and B. Both versions confirm the contractor’s obligation to comply with applicable Equal Employment Opportunity requirements and to include similar language in any non-exempt subcontracts. Version A is required in contracts as indicated under Paragraph 6 of PEC P10, except where it conflicts with subsections 701(b)(1)<sup>2</sup> and 703(i)<sup>3</sup> of Title VII of the Civil Rights Act of 1964. Version B provides alternative language for and is required in contracts under which Indian employment is a condition pursuant to subsection 703(i).
2. **Applicability.** This Directive and Standard applies to Reclamation staff and officials involved in the contracting process, as defined at Paragraph 3.A of PEC P10, for contracts requiring Standard Article 24 under Paragraph 6 of PEC P10.
3. **Definitions.** See Paragraph 3 of PEC P10 and 41 C.F.R. § 60-1.3.
4. **Responsibilities.** See Paragraph 4 of PEC P10.

<sup>1</sup>Use of the Equal Employment Opportunity provisions set forth in 41 C.F.R. § 60-1.4 is directed by Executive Order 11246, as amended and supplemented.

<sup>2</sup>Subsection 701(b)(1) defines the term “employer” to exclude the United States, an Indian tribe, or any department or agency of the District of Columbia subject by statute to procedures of the competitive service (as defined at 5 U.S.C. § 2102).

<sup>3</sup>Subsection 703(i) states: “Nothing contained in this title shall apply to any business or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business or enterprise under which a preferential treatment is given to any individual because he is an Indian living on or near a reservation.”

# Reclamation Manual

## Directives and Standards

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### 5. Text of Standard Article 24.

#### A. Version A.

#### EQUAL EMPLOYMENT OPPORTUNITY<sup>4</sup> (Federally Assisted Construction)

(a) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a

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<sup>4</sup>Approved 02/79; Reviewed 11/84; Revised 01/02; 04/10.

# Reclamation Manual

## Directives and Standards

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notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include this clause (a), including all provisions of paragraphs (1) through (7), in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as

# Reclamation Manual

## Directives and Standards

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may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

(b) The Contractor hereby agrees to incorporate, or cause to be incorporated, clause (a) as it appears above, including paragraphs numbered (1) through (7), into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R., Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

(c) The Contractor will be bound by clause (a) with respect to its own employment practices when it *participates* in federally assisted construction work: *Provided, That* if the Contractor so participating is a state or local government, clause (a) is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

(d) The Contractor will assist and cooperate actively with the Contracting Officer and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with this article **(insert article number)** and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Contracting Officer and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Contracting Officer in the discharge of his or her primary responsibility for securing compliance.

# Reclamation Manual

## Directives and Standards

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(e) The Contractor will refrain from entering into any contract or contract modification subject to EO 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to EO 11246 and will carry out such sanctions and penalties for violation of this article (**insert article number**) as may be imposed upon contractors and subcontractors by the Contracting Officer or the Secretary of Labor pursuant to Part II, Subpart D, of EO 11246. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Contracting Officer may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this contract; refrain from extending any further assistance to the Contractor under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from the contractor; refer the case to the Department of Justice for appropriate legal proceedings.

### **B. Version B.**

#### INDIAN EMPLOYMENT – EQUAL EMPLOYMENT OPPORTUNITY

(a) In accordance with 42 U.S.C. § 2000e-2(i), the Contractor shall give preference in employment to Indian residents of the \_\_\_\_\_ Indian Reservation. The Bureau of Indian Affairs Office of Employment Assistance shall be notified of employment opportunities 48 hours before any positions are advertised to the general public.

(b) Except as provided above, during the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion,

# Reclamation Manual

## Directives and Standards

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sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting

# Reclamation Manual

## Directives and Standards

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Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include this clause (a), including all provisions of paragraphs (1) through (7), in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request that the United States enter into such litigation to protect the interests of the United States.

(b) The Contractor hereby agrees to incorporate, or cause to be incorporated, clause (a) as it appears above, including paragraphs numbered (1) through (7), into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R., Chapter 60, which is paid for in whole or in part with funds obtained from



# Reclamation Manual

## Directives and Standards

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the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

(c) The Contractor will be bound by clause (a) with respect to its own employment practices when it *participates* in federally assisted construction work: *Provided, That* if the Contractor so participating is a state or local government, clause (a) is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

(d) The Contractor will assist and cooperate actively with the Contracting Officer and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with this article **(insert article number)** and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Contracting Officer and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Contracting Officer in the discharge of his or her primary responsibility for securing compliance.

(e) The Contractor will refrain from entering into any contract or contract modification subject to EO 11246 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to EO 11246 and will carry out such sanctions and penalties for violation of this article **(insert article number)** as may be imposed upon contractors and subcontractors by the Contracting Officer or the Secretary of Labor pursuant to Part II, Subpart D, of EO 11246. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Contracting Officer may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this contract; refrain from extending any further assistance to the Contractor under the program with respect to which

# Reclamation Manual

## Directives and Standards

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its failure or refusal occurred until satisfactory assurance of future compliance has been received from the contractor; refer the case to the Department of Justice for appropriate legal proceedings.



# Reclamation Manual

## Directives and Standards

<b>Subject:</b>	Reclamation Standard Water-Related Contract Articles, Standard Article 25: Compliance with Civil Rights Laws and Regulations
<b>Purpose:</b>	To provide requirements for the content and application of Standard Article 25: Compliance with Civil Rights Laws and Regulations (Standard Article 25), for the benefit of supporting general policy and specific requirements set forth in Reclamation Manual Policy PEC P10, <i>Reclamation Standard Water-Related Contract Articles</i> (PEC P10).
<b>Authority:</b>	The Reclamation Act of 1902 (ch. 1093, 32 Stat. 388), and acts amendatory and supplementary thereto; Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d); 43 C.F.R. Part 17, subparts A, B, and C, especially subpart A, sections 17.4 and 17.12.
<b>Approving Official:</b>	Director, Policy and Administration
<b>Contact:</b>	Water and Environmental Resources Division, 84-55000

1. **Introduction.** This Directive and Standard provides the text for Standard Article 25 and addresses related requirements. Standard Article 25 is required in all contracts, directly or by reference, unless the contractor itself is the water user (see Paragraph 6 of PEC P10). It confirms the contractor's obligation to comply with any applicable civil rights laws, rules, and regulations.
2. **Applicability.** This Directive and Standard applies to Reclamation staff and officials involved in the contracting process, as defined at Paragraph 3.A of PEC P10, for contracts requiring Standard Article 25 under Paragraph 6 of PEC P10.
3. **Definitions.** See Paragraph 3 of PEC P10.
4. **Responsibilities.** See Paragraph 4 of PEC P10.
5. **Text of Standard Article 25.**

### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS<sup>1</sup>

(a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990

<sup>1</sup>Approved 02/71; Revised/renamed 11/84; Revised 01/02;04/10.

# Reclamation Manual

## Directives and Standards

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(Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),]<sup>2</sup> and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

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<sup>2</sup>Language appearing in brackets is alternate, depending on the contractor. Use the language referring to Title II if the contractor is a State or local government entity. Use the language referring to Title III if the contractor is a non-government entity.

# Reclamation Manual

## Directives and Standards

<b>Subject:</b>	Reclamation Standard Water-Related Contract Articles, Standard Article 26: Certification of Nonsegregated Facilities
<b>Purpose:</b>	To provide requirements for the content and application of Standard Article 26: Certification of Nonsegregated Facilities (Standard Article 26), for the benefit of supporting general policy and specific requirements set forth in Reclamation Manual Policy PEC P10, <i>Reclamation Standard Water-Related Contract Articles</i> (PEC P10).
<b>Authority:</b>	The Reclamation Act of 1902 (ch. 1093, 32 Stat. 388), and acts amendatory and supplementary thereto; 48 C.F.R. § 52.222-21; 41 C.F.R. § 60-1.8.
<b>Approving Official:</b>	Director, Policy and Administration
<b>Contact:</b>	Water and Environmental Resources Division, 84-55000

1. **Introduction.** This Directive and Standard provides the text for Standard Article 26 and addresses related requirements. Paragraph 6 of PEC P10 indicates which contracts require Standard Article 26. In general, Standard Article 26 is required in contracts under which the contractor will receive Federal funding to perform work or will perform work for the United States. It requires the contractor to certify that it does not maintain or provide any segregated facilities and that it will not permit its employees to perform their services at segregated facilities. It also requires the contractor to obtain the same certifications from prospective subcontractors before awarding the subcontracts identified within the Article.<sup>1</sup>
2. **Applicability.** This Directive and Standard applies to Reclamation staff and officials involved in the contracting process, as defined at Paragraph 3.A. of PEC P10, for contracts requiring Standard Article 26 under Paragraph 6 of PEC P10.
3. **Definitions.** See Paragraph 3 of PEC P10.
4. **Responsibilities.** See Paragraph 4 of PEC P10.
5. **Text of Standard Article 26.**

### CERTIFICATION OF NONSEGREGATED FACILITIES<sup>2</sup>

The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to

<sup>1</sup>See 48 C.F.R. § 22.810.

<sup>2</sup>Approved 02/71; Reviewed 11/84; Revised 01/02.

# Reclamation Manual

## Directives and Standards

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perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract

# Reclamation Manual

## Directives and Standards

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or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.





Safety Program Outline  
And Job Hazard Analysis



## **Contractor Safety Program**

Unless waived by the Contracting Officer's Representative (COR), prime and supplementary safety program submittals must, as a minimum, address all appropriate contractual requirements shown under the program outline. Program items will be so detailed that reviewers can ascertain adequacy. The original program submittal can cover all work phases, or only address the initial work phase with timely supplementary submittals as major work phases occur. Contractors desiring to follow this latter course of action will, in the initial submission, clearly define the original work covered and the work phases to be covered by supplements.

In no case will any phase of work commence until a program for that portion of the work has been accepted by the COR. Original and supplemental submissions covering hazardous operations and/or activities will include a standing operating procedure (SOP) and hazard analysis. The SOP will break down the operation or activity into specific basic steps. The hazard analysis will define the hazards associated with each basic step and proposed method(s) for eliminating or minimizing the hazard. Such methods will outline, as a minimum, employee training requirements, personal protective equipment requirements, procedural changes, methods for evaluating program effectiveness, etc.

All activities involving use of hazardous and/or toxic materials, work in confined spaces, work at heights over 6 feet, or underwater require an SOP and hazard analysis. Material Safety Data Sheets will be attached to all SOPs governing work that involves use of hazardous or toxic materials.

### **Program Outline**

#### **I. General Requirements**

- A. Statement of Policy
- B. Statement of Safety and Health Responsibilities
- C. Statement of Compliance with Regulations, Standards, and Codes
- D. Statement of Subcontractor Compliance
- E. Safety Inspection Procedures
- F. Accident Investigation and Reporting Procedures
- G. Applicable Emergency Plans
- H. Confined Space Procedures
- I. Lockout/Tagout Procedures
- J. Fire Protection Plans
  1. Type and location of suppression equipment or systems
  2. Offsite assistance agreement
  3. Temporary heating devices

## **II. Medical**

- A. Facilities
- B. Training
- C. Certifications
- D. Physician
- E. Ambulance (Name, location, and telephone number)
- F. Physical Qualification of Employees
- G. Records

## **III. Communications**

- A. Employee Training
- B. Safety Meetings
- C. Onsite Training
- D. Supervisor Training

## **IV. Occupational Health**

- A. Procedures and Equipment to Minimize Hazards
- B. Testing program for employees and work environments
- C. Qualified personnel
- D. Personal protective equipment
- E. Ventilation plans

## **V. Machinery and Mechanical Equipment**

- A. Procedures and Equipment to Minimize Hazards
  - 1. Testing program for employees and work environments
  - 2. Mobile and stationary equipment
- B. Inspection Procedures
- C. Maintenance Procedures
- D. Operating Personnel
- E. Protective Safety Devices and Certifications
- F. Elevators and Aerial Lifts

## **VI. Excavation and Demolition**

- A. Tunnels and Shafts
  - 1. Internal combustion engines
  - 2. Ventilation plans
  - 3. Transportation systems and equipment
  - 4. Work environment testing
  - 5. Ground support
- B. Blasting
  - 1. Blaster certification
  - 2. Written procedures
  - 3. Storage
  - 4. Transportation

- C. Excavations Other Than Tunnels and Shafts
  - 1. Slide protections
  - 2. Support systems
  - 3. Inspections
  - 4. Access
- D. High Scaling
  - 1. Definition
  - 2. Personal protective equipment
  - 3. Standing operating procedure
- E. Haulage
  - 1. Haul roads
  - 2. Equipment and Procedures

## **VII. Working Surfaces**

- A. Access
  - 1. Ladders
  - 2. Platforms, stairways, and ramps
- B. Personal Protective Equipment
- C. Scaffolding
- D. Safety Nets

## **VIII. Protection of the Public**

- A. Signs and Barricades
- B. Flagging Procedures
- C. Jurisdictional Approvals

## **IX. Marine and Diving Operations**

Detailed Plan and Written Procedures

## **X. Electrical Facilities**

Substations

This outline provides guidance in preparing a safety program and does not cover all material that may be necessary. The contractor must review specifications and all safety and health regulations to ensure a comprehensive plan.

## **XI. Required Safety Program Coordination**

- 1. Confined Space Program
- 2. Electrical and Lockout/Tagout Program

## Job Hazard Analysis

Job Hazard Analysis # ____			
Project:		Job:	Location:
Job description:			
Analysis by: Date:	Reviewed by: Date:		Participants:
Points of contact :  Phone number:	Requirements, including training, certifications, authorizations, permits, and licenses:		
Equipment:	Applicable regulatory considerations:		
Sequence of Steps	Potential Accidents or Hazards	Preventive Measures (including personal protective equipment)	
1. 2. 3.	1. 2. 3.	1. 2. 3.	
Tasks with Potential Exposure to Hazardous Materials, Physical Agents, or Hazardous Conditions			
Analysis by: Date:	Reviewed by: Date:		Points of contact:
Tasks	Name of Material or Physical Agent	Location	Control
1. 2. 3.	1. 2. 3.	1. 2. 3.	1. 2. 3.
Job Inventory of Hazardous Chemicals			
Analysis by: Date:	Reviewed by: Date:		Points of contact:
Name of chemical	Route of entry and physical state	Controls	
1. 2. 3.	1. 2. 3.	1. 2. 3.	

## SECTION 3

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### PUTAH SOUTH CANAL CLEANING

#### 3.1 MOBILIZATION AND DEMOBILIZATION.

.1 GENERAL. Mobilization and demobilization, as herein specified, consists of the initial establishment of the staging areas, preparation for and the actual moving in of equipment, organization of the required labor force for the canal cleaning project, and then the removal of all equipment and cleanup of each staging area site at completion of the work.

.2 PAYMENT. Payment for mobilization and demobilization will be at the Lump Sum price bid in the schedule for said work. One half of the Lump Sum price will be paid following mobilization and the remaining half following completion of demobilization.

#### 3.2 PUTAH SOUTH CANAL CLEANING.

.1 GENERAL. The plan is to clean one (1) Putah South Canal Reach, an approximate length of 1.1 miles, as shown on the Figure 2 Site Plan. The cleaning shall include removal of approximately 95% of the aquatic vegetation and sediment in the canal which has settled or established on the concrete lining, which includes the canal bottom and side slopes for each Reach. The Contractor shall note the existing Putah South Canal concrete lining is a brittle 2-inch unreinforced liner which cannot support heavy loads.

.2 SUCTION DREDGE. The anticipated optimum cleaning method, based on efficiency and mobility, would be the use of a suction dredge and mechanical harvester in conjunction with a centrifuge. A submersible pump could be used independently or mounted on a long reach excavator or a portable remote controlled dredge. All collected vegetation and sediment sludge shall be hauled off to an acceptable waste disposal site. To reduce hauling costs for pumped sludge and vegetation a centrifuge may be used to



separate the water from the sludge and allow clean water to be returned to the canal. The canal cleaning shall not increase downstream canal turbidity in any of the Reaches above 40 NTU. If turbidity exceeds this threshold, the operation may be suspended until turbidity falls below this threshold and this decision would be up to the discretion of the onsite inspector. The sediment varies in the reach between 4 – 14 inches in depth. Fourteen measurements of the depth of sediment in the Reach were made and the estimated volume of sediment is 1,630 cubic yards.

.3 PAYMENT. Payment for the canal cleaning will be at the lump sum price bid in the bid schedule. This price shall include all labor, equipment, and operational costs for the sludge dredge cleaning of the canal reaches, including hauling collected sludge and vegetation to waste disposal sites, and moving any cleaning equipment around any culverts or aerial pipes or drainage crossings of the canal in the Reach.