

Request for Bids
for:

Sacramento River Anadromous Fish
Habitat Restoration Program
Keswick Gravel Injection Project



Photo: Bureau of Reclamation



CSU, Chico
Research
Foundation



sacramento
river
forum



June 12, 2019
Issued for Bid

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KESWICK GRAVEL INJECTION PROJECT

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PART 1: BID DOCUMENTS

NOTICE TO BIDDERS

Notice is hereby given that River Partners, a California 501(c)(3) non-profit organization, (hereafter "Owner's Agent") will receive sealed bids as follows:

- BID DATE/TIME:** **June 26, 2019 at 2:00pm (Local Time)**
- SUBMIT BIDS TO:** River Partners
ATTN: Mike Cook, Regional Director
580 Vallombrosa Avenue
Chico, CA 95926
- FOR:** Sacramento River Anadromous Fish Habitat
Restoration Program -
Keswick Gravel Injection Project
- CALIFORNIA CONTRACTOR'S
LICENSE AND/OR CLASS REQUIRED:**
- Class A or B General Contractor's License
 - CA Business License
 - Registration with CA Department of Industrial Relations (DIR)
- PROJECT DESCRIPTION:** The Sacramento River Anadromous Fish Habitat Restoration Program - Keswick Gravel Injection Project includes the production, delivery, and placement of gravel as described in the Special Provisions of this document. The work to be performed under this contract includes the furnishing of all labor, materials, equipment, and supervision for: production, delivery, and placement of up to 20,000 tons of acceptable spawning gravel, gravel testing, dust control, site cleanup, placement of road base as needed, and grading of existing gravel parking lot.

INSTRUCTIONS TO BIDDERS:

The Owner's Agent reserves the right to reject any and all bid proposals, to waive any informality in a bid proposal, and to make awards as it deems appropriate in its sole discretion.

Award of this contract requires the bidder to hold a valid California Contractor's License with the classifications identified above, a valid California Business License, and an active registration with the CA Department of Industrial Relations (DIR).

Each Bid must be submitted on the bid proposal forms provided herein. Bids are required for the entirety of the work described herein. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to River Partners, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful Bidder shall be required to execute a Payment Bond and a Performance Bond, issued by a corporate surety, each for not less than one hundred percent (100%) of the original Total Contract Price in accordance with the provisions set forth in this document. Companies supplying sureties or bonds shall be admitted to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum A.M. Best rating of A and have a demonstrated ability to meet their ongoing obligations to policyholders.

Bids submitted after the fixed time deadline will not be accepted. Submitted bids may not be withdrawn after the bid opening time, regardless of whether or not bids are opened exactly at the time fixed for opening bids.

All bids are to be compared on the basis of the estimate of the quantities of work to be done. The determination of the lowest Bidder shall be based on the bid with the lowest sum of all Bid Schedules.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Prospective Bidders shall be skilled, regularly engaged, and licensed in the general class or type of work specified and possess a valid California Class A or B General Contractor's License.

The Bidder shall carefully examine the work site, the plans and specifications, the proposal, and contract forms. Therefore, the submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quantity, and scope of the work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

Prime Contractors planning to subcontract any portion of the work or improvement contained in the plans and specifications, in an amount in excess of ten thousand dollars (\$10,000) shall list the Subcontractor for the portion of work which will be done in accordance with California Public Contract Code, Section 4100, et seq. Each Subcontractor is required to possess a valid California Contractor's License in the appropriate classification.

Bidders on this work must comply with all applicable Federal, State, County and local agency requirements.

This is a construction project in accordance with Section 1771.5 of the California Labor Code. This contract is subject to: (1) Federal Labor Standards Provisions as required by the Davis-Bacon Act and other applicable Federal requirements, (2) Equal Employment Opportunity requirements pursuant to Executive Order 11246, and (3) Minority Business Enterprise (MBE) development pursuant to Executive Order 12432.

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

Copies of the minimum wage rates established by the Secretary of the U.S. Department of Labor (www.wdol.gov) and the prevailing rate of per diem wages as determined by the Director of the

California Department of Industrial Relations (<http://www.dir.ca.gov/OPRL/PWD/index.htm>) are on file at the office of the Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827. These copies shall be made available to any interested party upon request.

The Owner's Agent will not accept lower State wage rates not specifically included in the Federal Minimum Wage Decision. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage Decision. Where the Federal Wage Decision does not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Any bid protest must be submitted in writing to River Partners before 5:00 p.m. of the 5th business day following bid opening. The initial bid protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this section are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

BID PROPOSAL

Submit Proposal To: River Partners
ATTN: Mike Cook, Regional Director
580 Vallombrosa Avenue
Chico, CA 95926

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled "Sacramento River Anadromous Fish Habitat Restoration Program - Keswick Gravel Injection Project" in accordance with the intent of all plans, specifications, and addenda issued by the Owner's Agent prior to the opening of the bid proposals.

Said bidder declares that they have read the accompanying instructions to bidders, has carefully examined the location(s) of the proposed work, and has examined all contracts documents, drawings, and addenda issued by the Owner's Agent, and that they will Contract with the Owner's Agent to construct the project, complete, and in satisfactory condition.

The bidder further agrees to complete all work required under the Contract within the time specified in the Special Provisions, and to accept in full payment therefore the price indicated in the Bid Schedule.

The bidder acknowledges they understand that a waiting period from the time of bid opening until award may be sixty (60) days during which they may not withdraw their bid. The bidder further acknowledges that they have adjusted their bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the Owner's Agent.

Contractor's Name: _____

Address: _____

Telephone: _____

Email: _____

Contractor's License Number: _____

Contractor's License Classification: _____

Contractor's Business Number: _____

I hereby certify under penalty of perjury that the above statements are true and correct.

Signature: _____
(Authorized Representative) (Date)

Print Name: _____

Title: _____

BID PROPOSAL (CONTINUED)

The following quantities are approximate only and are given for the purpose of comparing proposals. Owner's Agent does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Owner's Agent. Payment will be based upon the actual quantities delivered or installed, unless otherwise specified.

BID SCHEDULE				
Item Description	Quantity	Unit	Unit Price*	Amount
Spawning Gravel, Delivery, and Placement	20,000	Ton		
Road Base, Delivery, Placement, and Grading	25	Ton		

* Price includes cost of gravel testing, material, delivery, placement, equipment, and staff prevailing wages.

TOTAL COST _____

--END OF SECTION--

PART 2: GENERAL CONDITIONS

SECTION 1 – TERMS AND DEFINITIONS

1-1 GENERAL

Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronouns “he” and “him”, are utilized in the specifications for sake of brevity, and are intended to refer to persons of either gender.

1-2 DEFINITIONS

Acceptance - The formal written acceptance by the Owner’s Agent of an entire contract, which has been completed in all respects in accordance with the plans and specifications and any modifications thereof, see Notice of Completion.

Acts of God – “Acts of God” as defined in Public Contract Code § 7105.

Bid - The offer of the Bidder setting forth the prices for the work, when filled out and submitted on the prescribed proposal form, properly signed and guaranteed.

Bidder - An individual, firm, partnership, joint venture, corporation or combination thereof submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Bid Proposal Form - The form up on which the Owner’s Agent requires formal bids to be prepared and submitted for the work.

Bidder’s Security - The cashier's check, certified check, or Bidders bond accompanying the proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a contract with the Owner’s Agent for the performance of the work awarded to him.

Bond - A Bidder’s bond, performance bond, payment bond, maintenance bond or other instrument of security.

Change Order – A document recommended by the Owner’s Agent, which is signed by the Contractor and Owner’s Agent and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

Claim – A demand or assertion by the Owner’s Agent or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third (3rd) party is not a Claim.

Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include any and all of the following: the Request for Bids, Instructions to Bidders, these General Conditions, addenda, required insurance policies and endorsements, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

Contract Documents - The contract documents shall include any and all of the following: the Agreement, these General Conditions, Request for Bids, Instructions to Bidders, Supplemental Instructions, Bid Forms, notice to contractors, bid proposal, plans, specifications, addenda (if any), required insurance policies and endorsements, contract bonds, and all modifications issued after execution of the Contract.

Contract Price – The total, fixed price payable by District to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

Contract Times – The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Owner’s Agent’s written recommendation of final payment.

Contractor - The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal who have entered into a contract with the Owner’s Agent as party or parties of the second part, or his or their legal representatives.

Days - Unless otherwise designated, days as used in the contract documents shall mean consecutive calendar days.

Engineer – The Engineer of the CA Department of Water Resources (DWR) Northern Region Office (NRO), acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Final Completion - The Contractor shall achieve Final Completion of the project when the following is achieved:

1. Substantial Completion.
2. All punch-list items identified during the substantial completion process are cleared and signed-off by the Owner’s Agent, Engineer, and/or Funding Agency.
3. The Contractor has removed all remaining personnel, equipment and waste materials from the project site.
4. Contractor has submitted its final Application for Payment together with a statutory conditional upon final waiver and release form.

Funding Agency – The United States Bureau of Reclamation (USBR).

Indemnified Parties – All parties connected with the Work, including: the United States of America; U.S. Department of the Interior; U.S. Bureau of the Interior; the State of California; the Trustees of the CSU system; California State University, Chico; the CSU, Chico Research Foundation; River Partners; and their employees, officers, directors, volunteers, and agents.

Legal Holidays – For purposes of this project, the following days are recognized as “Legal Holidays” by the Owner’s Agent:

- | | |
|--------------------------------|------------------------------------|
| 1. New Year’s Day | January 1 st |
| 2. Martin Luther King, Jr. Day | 3 rd Monday in January |
| 3. President’s Day | 3 rd Monday in February |
| 4. Memorial Day | Last Monday in May |

- | | |
|------------------------|--------------------------------------|
| 5. Independence Day | July 4 th |
| 6. Labor Day | 1 st Monday in September |
| 7. Veteran's Day | November 11 th |
| 8. Thanksgiving Day | 4 th Thursday in November |
| 9. Thanksgiving Friday | Friday after Thanksgiving |
| 10. Christmas Day | December 25 th |

Notice of Completion - A written Notice of Completion signed and verified by the Owner's Agent, Engineer, and/or Funding Agency shall be recorded with the County Recorder of the County in which the work was performed. The date of completion and acceptance of the work recited in the Notice of Completion shall be deemed to be the date of Completion.

Notice to Proceed - A written notice given by the Owner's Agent to the Contractor fixing the date on which the Contract time will start.

Owner – The project owner. For purposes of this project, "Owner" refers to the CSU, Chico Research Foundation and/or the Funding Agency.

Owner's Agent – River Partners.

Plans - The official project plans, profiles, typical cross-sections, general cross-sections, working plans, or reproductions thereof, approved by the Owner's Agent, Engineer, and/or Funding Agency, which show the locations, character, dimensions, and details of the work to be performed. All such documents are to be considered as part of the plans.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

Specifications - The directions, provisions and requirements contained in these specifications, technical specifications, and addenda.

Substantial Completion - Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner's Agent can occupy or utilize the Work for its intended use, provided, however, that as a condition precedent to Substantial Completion, the Owner's Agent has received all certificates of occupancy and other permits, approvals, licenses, and other documents from any governmental authority that are necessary for the beneficial occupancy of the Project. Additionally, the following tasks must also be completed:

1. Contractor has completed all cleanup and restoration of the Project Site.
2. All punch list items have been identified and mutually agreed with the Owner's Agent, Engineer, and/or Funding Agency and the list submitted to the Owner's Agent.
3. Owner's Agent has received all conditional waivers and releases for all Work billed to date and unconditional waivers and releases for all Work paid to date.
4. Owner's Agent has recorded a Notice of Completion.

Work - All the work specified, indicated, shown or contemplated in the contract to construct the improvements, including all alterations, amendments or extensions thereto made by contract change order or written orders of the Owner's Agent.

--END OF SECTION--

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2-1 AWARD OF CONTRACT

River Partners reserves the right to reject any and all bid proposals, to waive any informality in a bid proposal, and to make awards as it deems appropriate in its sole discretion.

2-2 TIME OF AWARD

The award of the contract, if it were awarded, will be to the lowest responsive and responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within fifteen (15) days after the opening of the bids. If the lowest responsive Bidder refuses or fails to execute the contract, the Owner's Agent may award the contract to the second lowest responsive and responsible Bidder. Such award, if made, will be made within thirty (30) days after the opening of the bids. If the second lowest responsive and responsible Bidder refuses to execute the contract, the Owner's Agent may award the contract to the third lowest responsive and responsible Bidder. Bidder's proposal shall remain valid for at least sixty (60) days. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Owner's Agent, the Bidder, and the Bidder's surety concerned.

2-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the Owner's Agent has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the estimates of quantities listed on the bid form.

2-4 PERFORMANCE AND PAYMENT BONDS

The format of the Performance Bond and Payment Bond forms shall be those contained in these Specifications.

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the Owner. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Total Contract Price" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

2-4.1 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be in a sum not less than 100 percent (100%) of the original Total Contract Price as set forth in the Contract.

2-4.2 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be in a sum not less than 100 percent (100%) of the original Total Contract Price as set forth in the Contract.

2-4.3 Term of Payment and Performance Bonds

The Contractor shall secure a Performance Bond and a Payment Bond throughout the term of the Contract until completion and Final Acceptance of construction of the Work. The Warranty Period under the Performance Bond shall be for a period of one (1) year from the date of Final Acceptance of construction of the Work.

2-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with and bound to all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the Owner's Agent under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract.

All alternates, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds. Changes, alterations, or extensions in the terms of the Contract shall not release the Contractor or their surety from its obligations.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the Owner has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

Companies supplying sureties or bonds shall be licensed to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum A.M. Best rating of A and have a demonstrated ability to meet their ongoing obligations to policyholders.

Each bond shall incorporate, by reference, the Contract and shall be signed by both the Bidder and the Surety, and the signature of the authorized agent of the Surety shall be notarized. The Bidder shall pay all bond premiums, costs, and incidentals.

2-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the Owner's Agent, Bid Guarantees will be returned to the respective Bidders, except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) Calendar Days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned, except as noted otherwise in Section 3-8, "Failure to Execute Contract," of these Specifications, within ten (10) Calendar Days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the Owner's Agent have executed the Contract.

If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) Calendar Days of the decision of the Owner's Agent to not award the Contract.

2-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the Owner's Agent, together with the Performance Bond, Payment Bond and certificates of insurance within ten (10) Calendar Days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 in this Section of these Specifications. When requested by the Owner's Agent, the successful Bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the Owner's Agent, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

2-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) Calendar Days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder's Bid Guarantee forfeited to the Owner's Agent up to the full amount of the Bidder's Bid Guarantee. At the Owner's Agent's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the Owner's Agent awards the Contract to the second lowest responsive, responsible Bidder, the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the Owner's Agent to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the Owner's Agent may award it to the third lowest responsive, responsible Bidder. If the Owner's Agent awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the Owner's Agent to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of the third lowest responsive, responsible Bidder.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The Owner's Agent is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee.

2-9 INSURANCE

2-9.1 General Requirements

The Contractor shall, at the Contractor's sole expense, procure, maintain, and keep in force at all times during the term of the agreement, and for five (5) years thereafter, all required insurance. In the event that Contractor employs Subcontractors, sub-tier contractors, or any person or entity involved by, for, with, or on behalf of Contractor in the performance of this Project, Contractor shall require and confirm that each meets the minimum insurance requirements specified below and shall not permit any of them to perform Work until they have complied with the same insurance requirements. All of the insurance shall be provided on policy forms satisfactory to Owner.

All insurance policies shall be issued by an insurance company admitted and licensed to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A and Financial Size Category Class VII in accordance with the latest edition of Best Key Rating Guide, unless otherwise approved by the Owner.

Within ten (10) days of the date that the Bidder has received notice that the contract has been awarded, Contractor shall furnish Owner with endorsements to the required policies of insurance, in such forms reasonably acceptable to the Owner, confirming that the Owner and Owner's Agent are named as an additional insured for all liability risks on all such policies. Additional insured status must extend to both ongoing and completed operations. Contractor shall require its subcontractors to name the Owner and Owner's Agent as additional insureds, under these terms and conditions, in the subcontractors' liability policies. The additional insured endorsements shall cover but not be limited to liability arising out of any and all activities performed by or on behalf of Contractor and shall include coverage for premises operations and completed products hazards. Moreover, upon request of the Owner or Owner's Agent, Contractor shall provide a certified duplicate original of any of the herein described policies of insurance.

Contractor also shall furnish Owner, prior to exercising any right or commencing any Work on this Project, with certificates of insurance countersigned by an authorized agent or representative of the insurance companies stating that the insurance policies will not be canceled, altered, or reduced without thirty (30) days' prior written notice to the Owner (ten (10) days for nonpayment of premium).

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner and except as is provided for below, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s) including the required policy additional insured endorsement(s) to the Owner at least ten (10) days prior to the expiration date. In the event of cancellation for non-payment of premium, Owner's Agent may pay premiums due by Contractor and deduct the paid payment from amounts then or subsequently owing to the Contractor under this agreement.

Insurance limits called for herein shall be considered to be minimum and the Owner shall have the absolute discretion to require higher limits should the nature of the Work and risks involved call for higher limits. Additionally, the Owner shall have the unilateral right to require the Contractor to obtain additional insurance policies if it deems that requiring additional policies is in its best interest. A requirement of higher limits or additional policies may necessitate an adjustment in Contractor's compensation. Contractor shall give Owner's Agent prompt notice of a claim made or a suit instituted arising out of Contractor's operations under this Agreement.

Contractor hereby grants to the Owner and Owner's Agent, on behalf of any insurer providing insurance to Contractor with respect to the Work of Contractor under this Agreement, a waiver of any right of

subrogation which any such insurer of said Contractor may acquire against Owner or Owner's Agent by virtue of the payment of any loss under such insurance. Contractor shall provide all applicable endorsements reflecting waiver of the right to subrogation.

2-9.2 Minimum Scope and Limit of Insurance

Insurance coverage shall be at least as broad as:

2-9.2.1 Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & Advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall be twice the required occurrence limit.

2-9.2.2 Commercial Automobile Liability

Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

2-9.2.3 Workers' Compensation Insurance

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

2-9.2.4 Builder's Risk (Course of Construction) Insurance

Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

2-9.2.5 Professional Liability Insurance

Professional Liability (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

2-9.2.6 Contractor's Pollution Legal Liability and/or Errors and Omissions

Contractors' Pollution Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

2-9.2.7 Excess or Umbrella Liability

If the contract require limits of general liability insurance of more than one million dollars (\$1,000,000) per occurrence, the Contractor may carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general, automobile and employer's liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

2-9.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the options

of the Owner, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California, the Trustees of The California State University, California State University, Chico, The CSU, Chico Research Foundation, River Partners, and their employees, officers, directors, volunteers, and agents; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

2-9.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The State of California, the Trustees of The California State University, California State University, Chico, The CSU, Chico Research Foundation, River Partners, and their employees, officers, directors, volunteers and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.)
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of The California State University, California State University, Chico, The CSU, Chico Research Foundation, River Partners, and their employees, officers, directors, volunteers and agents. Any insurance or self-insurance maintained by the Owner or Owner's Agent shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with written notice to the Owner and Owner's Agent.

--END OF SECTION--

SECTION 3 - SCOPE OF WORK

3-1 INTENT OF CONTRACT DOCUMENTS, PLANS, AND SPECIFICATIONS

The Work shall be performed and completed according to the Contract documents. The Contract documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract documents shall be interpreted as being explanatory and complementary in requiring complete work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required, including any Change Order work or disputed work directed by the Owner's Agent in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards and no additional compensation will be allowed.

Unless otherwise specified, the Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material, and transportation necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the Funding Agency, Owner, and Owner's Agent, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all labor, materials, tools, equipment, overhead, and incidentals and doing all work necessary to complete the Work as provided in the Contract. The prices paid include all markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Owner's Agent immediately in writing, and the Owner's Agent shall promptly verify the same. Any work done after such discovery, until authorized by the Owner's Agent in writing, will be done at the Contractor's risk.

3-2 CHANGES

The Owner's Agent reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed necessary or advisable and to require such extra work as required for the proper completion or construction of the whole work as planned.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis for compensation for such work. A contract change order will not become effective until approved by the

Owner's Agent.

3-3 DELETED ITEMS

The Owner's Agent may delete from the Work any item of Work. The Contractor will be paid for all work done toward the completion of the item prior to such omission, but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work.

The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

3-4 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the Owner's Agent. Extra work shall be performed in accordance with the Contract and as directed by the Owner's Agent.

Extra work must be authorized in writing by the Owner's Agent before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the Owner's Agent will direct the Contractor to perform such extra work necessary to protect the Work or the public.

3-5 USE OF COMPLETED PORTIONS

The Owner's Agent has the right during the progress of the Work to take over and place in service any completed or partially completed portion of the Work. Taking possession shall not be deemed acceptance of any other portions of the Work, nor work on those portions not completed in accordance with the Contract.

3-6 LANDS AND RIGHTS-OF-WAY

The Funding Agency, Owner, and/or Owner's Agent shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. Owner's Agent shall provide photocopies of these documents to the Contractor prior to the Contractor's use of, or commencement of Work in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The Contractor shall obtain all required permissions for use of private property prior to taking possession or making use. The permission shall be obtained in writing and a copy forwarded to the Owner's Agent prior to the Contractor taking possession or use of said property.

--END OF SECTION--

SECTION 4 - CONTROL OF WORK AND MATERIALS

4-1 AUTHORITY OF OWNER'S AGENT

The Owner's Agent shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Owner's Agent's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

4-2 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION

Work and materials shall conform to the lines, grades, typical cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to such conformity, the Owner's Agent shall be the sole judge as to whether the materials or work deviate from the plans and specifications, and his decision as to any allowable deviations there from shall be final.

Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Owner's Agent and authorized in writing.

4-3 COORDINATION AND INTERPRETATION OF PLANS & SPECIFICATIONS

The specifications, addenda, contract change orders, the plans, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, to describe, and to provide for a complete work.

In the event of conflicts between the contract documents the order or precedence shall be as follows:

1. Modifications or changes last in time are first in precedence
2. Permits from other agencies as may be required by law
3. Field Instructions, and CCO, or other written directives
4. Addenda
5. Special Provisions
6. Technical Specifications
7. General Specifications
8. Supplemental Instructions.
9. Federal Specifications
10. Federal Plans
11. State Specifications
12. State Plans
13. County/City Standard Specifications
14. County/City Standard Drawings

4-4 REQUESTS FOR INFORMATION

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans, specifications, or the Contractor shall submit a request for information to the Owner's Agent for such further explanations as may be necessary, on forms provided by the Owner's Agent. The Contractor shall comply with the Owner's Agent's response as part of the Contract. In the

event of any doubt or question arising respecting the true meaning of the plans or specifications reference shall be made to the Owner's Agent, whose decision thereon shall be final.

4-5 DIFFERING SITE CONDITIONS

The Contractor shall promptly, no more than one (1) day, and before conditions are disturbed, give written notice to the Owner's Agent as to subsurface or latent physical conditions at the site which differ materially from those indicated in the contract, or unknown physical conditions at the site of an unusual nature which differ materially from those normally encountered and generally recognized as inherent in the work of the character provided for in the contract.

No request by the Contractor for additional compensation shall be allowed unless the Contractor has given the written notice as required herein.

4-6 SUPERINTENDENCE

The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Owner's Agent shall be made for any emergency work that may be required.

Whenever the Contractor, or his authorized representative, is not present on any particular part of the work where it may be desired to give direction, Contractor shall assign one (1) and have on the work site a competent Superintendent who is satisfactory to the Owner's Agent and has authority to act for the Contractor.

4-7 INSPECTION

The Owner's Agent shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the specifications, and the plans. All work done and all materials furnished shall be subject to inspection.

Whenever the Contractor varies the period which work is carried out on each day, notice shall be given the Owner's Agent, so that inspection may be provided. Any work done in the absence of the Owner's Agent, may be subject to rejection.

The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such work or materials have been previously inspected by the Owner's Agent or the payment therefore has been included in a progress estimate.

Projects financed in whole or in part with City, County, District, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

4-8 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected, shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation, will be allowed for such removal, replacement, or remedial

work.

Any work done beyond the lines and grades shown on the plans or established by the Owner's Agent, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon order of the Owner's Agent unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Owner's Agent made under provisions of this section, the Owner's Agent shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

4-9 DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any Subcontractor or person employed by the Contractor shall appear to the Owner's Agent to be incompetent or to act in a disorderly or improper manner, such Subcontractor or person shall be discharged immediately on request of the Owner's Agent, and such person shall not again be employed on the work.

4-10 MATERIALS AND EQUIPMENT

The Contractor shall furnish all materials or equipment required to complete the work, except materials that are designated in the specifications to be furnished by others. Only materials and equipment conforming to the requirements of the specifications shall be incorporated into the work.

All materials and equipment furnished by the Contractor shall be new, free from defects. Where the quality of materials or equipment is not specifically called out they shall be of the highest quality normally used.

4-11 SAMPLES AND TESTS

At the option of the Funding Agency and/or Owner, the Owner's Agent shall approve the source of supply of each of the materials or equipment before delivery is started and before such materials or equipment is used in the work. Samples of such materials or equipment shall be furnished to the Owner's Agent as requested and without charge. No material or equipment shall be used until the Owner's Agent has approved it. Samples will be secured and tested whenever necessary to determine the quality of material or equipment.

All tests of materials or equipment furnished by the Contractor shall be made in accordance with commonly recognized standards of national testing organizations, and such special methods and tests as are prescribed in these specifications.

4-12 STORAGE OF MATERIALS

Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

4-13 DEFECTIVE MATERIALS

All materials or equipment which does not conform to the requirements of the plans and specifications shall be considered as defective and all such materials or equipment, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work, unless otherwise permitted by the

Owner's Agent. No rejected material or equipment, the defects of which have been subsequently corrected, shall be used unless approved in writing by the Owner's Agent.

Upon failure on the part of the Contractor to comply promptly with any order of the Owner's Agent made under the provisions of this section, the Owner's Agent shall have authority to cause the removal and replacement of defective material or equipment and to deduct the cost thereof from any moneys due, or to become due to the Contractor.

4-14 FINAL CLEAN UP

Before final inspection of the work, and as a condition of the acceptance and final payment, the Contractor shall clean the project site and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition.

4-15 FINAL INSPECTION

Whenever the work covered by the contract has been satisfactorily completed in accordance with the Contract Documents, and the final cleanup performed, the Owner's Agent will make the final inspection.

4-16 WARRANTY

The Contractor warrants to the Owner's Agent, that the Work will be performed and completed in a good and workmanlike manner, free from any defects, and in a manner that conforms to the Contract Documents. Contractor further warrants that all materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements shall be considered defective. If required by Owner's Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor hereby assigns to the Funding Agency, Owner, and/or Owner's Agent, upon Substantial Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. To the extent that any written assignment of any and all manufacturer's warranties relating to materials and labor used in the Work is required, Contractor shall provide such assignments to District no later than one week after the date of Final Completion.

In addition to the Contractor's aforementioned general warranty obligations, as well as in addition to all of its other obligations herein and under the law, if, within one year after the date of the recordation of the Notice of Completion, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner's Agent to do so. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner's Agent, the Owner's Agent may correct it and Contractor shall immediately reimburse Owner's Agent for the full cost of such correction.

Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of this additional one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the aforementioned general warranty is applicable or the time within which the obligation to comply with the Contract Documents may be sought to be

enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

--END OF SECTION--

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

5-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall keep itself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor 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 of bodies or tribunals having any jurisdiction or authority over the work and shall indemnify, defend, and hold harmless the Funding Agency, Owner, Owner's Agent, and all trustees, officers, employees, or agents thereof connected with the Work ("INDEMNIFIED PARTIES,") against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, 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 Owner's Agent in writing.

5-2 CONTRACTORS LICENSING LAWS

All Bidders, Contractors, and Subcontractors performing work under this contract must be licensed by the California Contractors State License Board in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and any Bidder, Contractor, or Subcontractor not so licensed shall be subject to the penalties imposed by such laws (Bus & Prof Code § 7028.15).

Joint Venture Bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1).

5-3 ASSIGNMENT OF ANTITRUST ACTIONS

Sections 4551 through 4554 of the Public Contract Code pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.

5-4 PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, County, or Local government, including, without being limited to, Federal excise tax. The Owner's agent will furnish no tax exemption certificate or any document designed to exempt the Contractor from payment of any tax to the Contractor.

5-5 PERMITS AND LICENSES

The Owner's Agent will provide Contractor with copies of the following permits: Water Quality Certification issued by the Central Valley Regional Water Quality Control Board, and Letter of Permission issued by the U.S. Army Corps of Engineers. The Contractor shall procure all other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

5-6 PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work and agrees to indemnify defend, and save harmless INDEMNIFIED PARTIES, from all suits at law, or actions of every nature for or on account of the use of any patented materials, equipment, or processes.

5-7 LABOR CODE REQUIREMENTS

5-7.1 Compliance with all Applicable Labor Code Requirements

The Contractor shall comply with all applicable Labor Code Requirements. These may or may not include any of all of the following:

5-7.1.1 Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner's Agent, twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor under him for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay, as provided in said Section 1815.

Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the Owner's Agent. Failure of the Contractor to perform the Work in accordance with this policy shall be cause for termination of the contract.

5-7.1.2 Prevailing Wage

The Contractor shall comply with Labor Code Sections 1774 to 1775. Pursuant to said Section 1775 the Contractor shall forfeit to the Owner's Agent a penalty of not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the general prevailing rate of wages as determined by the Department of Industrial Relations of the State of California for any work done under the Contract, by him or her, or by any Subcontractor under him or her, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1780 thereof, inclusive.

The scale of prevailing wages is available at the principal office of the State's Department of Industrial Relations, Division of Labor Standards Enforcement, Bureau of Field Enforcement Office or the State's nearest Local office for the County where the work is being performed. The Contractor is required to post a copy of said wage scale at the job site prior to commencement of work.

5-7.1.3 Travel and Subsistence Payments

Attention is directed to the requirements of Section 1773.8 if the Labor Code. The Contractor shall make travel and subsistence payments to each worker, needed to execute the work, in accordance with said Section 1773.8.

5-7.1.4 Payroll Records

The Contractor's attention is directed to the provisions of Labor Code Section 1776. The Contractor shall

be responsible compliance by his Subcontractors with said provisions.

The Contractor and Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, or other employee employed by him in connection with the execution of the work.

The payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or his/her authorized representative on request, according to Labor Code Section 1776. The District, State Department of Industrial Relations, and any State or Federal agency involved in the financing of the work, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor will provide facilities for such access and inspection.

Each Contractor and Subcontractors pursuant to Labor Code Section 1771.7f, project Contractors and Subcontractors shall maintain and furnish the Compliance Monitoring Unit a certified copy of each weekly payroll electronically with a statement of compliance signed under penalty of perjury. The fringe benefit statement and other required documentation such as training contributions, apprenticeship requirements shall be supplied to the Owner's Agent or their Labor Compliance Consultant. If there was no work performed during the week, the certified payroll may be annotated "no work" for that week.

The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and the financial information and data used by the Contractor in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to the Owner's Agent.

Records shall be maintained and made available during the performance of work under this contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any dispute appeal under this contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

5-7.1.5 Labor Discrimination

Attention is directed to Section 1735 of the California Labor Code. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

5-7.1.6 Apprentices

Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. concerning the employment of apprentices by the Contractor or any Subcontractor under him.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade

on such contracts and if other contractors on the public works site are making such contributions.

5-7.1.7 Workers Compensation

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Owner the Certificate of Worker's Compensation contained in the proposal.

5-8 TRAFFIC CONTROL

Contractor is responsible and shall comply with all applicable Federal, State, County and Local requirements as required for traffic control and public safety during project construction. Coordination with the proper agencies and the placement and maintenance of warning signs, lights and other traffic control devices, as may be required, shall be the responsibility of the Contractor.

Where the work involves the use of marine vessels, the Contractor shall comply with all applicable Federal, State, and County, Local, and Coast Guard requirements.

5-9 AIR POLLUTION CONTROL

The Contractor shall comply with all pollution control rules, regulations, ordinances, and statutes which apply to the work performed under the contract including any air pollution rules, regulation and ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided the material to be disposed of shall not burn.

5-10 WATER POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, waterways, coastal waters, and other bodies of water from pollution with fuels, oils, bitumen's, calcium chloride, and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays, waterways, and coastal waters. Care shall be exercised to preserve vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water.

Nothing in the terms of the Contract shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

5-11 USE OF PESTICIDES

The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, and all other agencies, which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides,

germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture or substances intended for preventing repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant, shall be considered a pesticide.

5-12 ASBESTOS RELATED WORK

All work involving asbestos containing material shall be performed in accordance with Sections 6501.5 through 6511, inclusive, of the California Labor Code and Section 5208 of Title 8 of the California Administrative Code and all other pertinent regulations.

5-13 SAFETY AND HEALTH PROVISIONS

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Division of Industrial Safety.

5-14 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property Districts.

Whenever the Contractor's operations create a condition hazardous to traffic or the public, he shall furnish, erect, and maintain at his expense and without cost to the Owner's Agent, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Owner's Agent may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Owner's Agent point out the inadequacy of warning and protective measures, such action on the part of the Owner's Agent shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

5-15 PRESERVATION OF PROPERTY

Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all street and highway facilities, and any other improvements or facilities within or adjacent to the site of work shall be protected from injury or damage, and if ordered by the Owner's Agent, the Contractor shall provide and install suitable safeguards, approved by the Owner's Agent, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced and restored to a condition as good as when the Contractor entered upon the work.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of

any underground improvements or facilities, which may be subject to damage by reason of his operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in the Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

5-16 RESPONSIBILITY FOR DAMAGE

The Owner's Agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or death of any person or persons, either workers or the public; or for damage to property from any cause whatsoever.

The Contractor shall be responsible for any liability imposed by law and injuries to or death of any person including but not limited to workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before final acceptance.

The Contractor shall indemnify, defend, and save harmless INDEMNIFIED PARTIES from any suits, claims, or actions of every name, kind, and description, brought forth, or on account of any injuries to or death or any person including but not limited to workers and the public, or damage to property resulting from the performance of the contract.

The Owner's Agent may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

5-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance by the Owner's Agent, the Contractor shall have the charge and care of the work and materials to be used therein, including work and materials for which he has received partial payment and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and shall bear the expense thereof.

5-18 RESPONSIBILITY OF OWNER'S AGENT

The Owner's Agent shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in the Contract Documents.

5-19 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless INDEMNIFIED PARTIES from and against all liability, claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' and expert fees, arising out of or resulting from or in connection with the performance of the Work, both on and off the Project Site, including, but not limited to, the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Contract Documents, as well as personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use, excepting only such claims, damages, losses, expenses, liability and other costs as may be caused by the sole negligence,

willful misconduct, or active negligence of INDEMNIFIED PARTIES.

Contractor's indemnity obligation in this regard includes, but is not limited to, defending and indemnifying the INDEMNIFIED PARTIES from any of the aforementioned liability, claims, damages, losses, expenses, and other costs regardless of whether it is the result of Contractor's acts or omissions (including any person or entity working at the direction of Contractor or its subcontractors), INDEMNIFIED PARTIES' acts or omissions (excepting sole negligence, willful misconduct, or active negligence of INDEMNIFIED PARTIES), or the acts or omissions of any third parties.

--END OF SECTION--

SECTION 6 - PROSECUTION OF THE WORK

6-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the Owner's Agent, a Notice to Proceed will be issued which will constitute authorization to begin work. The Notice to Proceed will state the date on which the counting of Contract Time will commence. The counting of Contract Time shall begin no later than thirty (30) Calendar Days from the time the Contractor receives the Contract forms for execution.

6-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more Work under construction than can be prosecuted properly with regard to the rights of the public and the safety and integrity of the Project.

6-3 PRECONSTRUCTION MEETING AND PROGRESS MEETINGS

Prior to beginning construction work a preconstruction meeting shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, Subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and Agency personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings shall be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's representative shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFIs, Field Instructions, CCOs, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

6-4 WORK TO BE PROSECUTED WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall prosecute the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the Owner's Agent, on or before the scheduled completion dates.

6-4.1 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the Owner's Agent.

Whenever the Contractor or the Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the Owner's Agent and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the Owner's Agent may stop the work until the Contractor or the Contractor's superintendent arrives.

6-4.2 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of its Subcontractors.

6-4.3 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Unless otherwise specified in the Contract Provisions, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the Owner's Agent may order the Contractor to modify the Contractor's facilities or methods. The Contractor shall promptly comply with such orders at the Contractor's expense. However, neither compliance with such orders nor failure of the Owner's Agent to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by law and the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

6-5 PROGRESS OF THE WORK

The Contractor shall commence work as directed in the written notice to proceed from the Owner's Agent. The Contractor shall diligently prosecute the work to completion within the time limit set forth in the Contract Documents.

The time in which the various portions and the whole of the Contract are to be performed and the work is to be completed is the essence of the Contract. Therefore, the Contractor shall at all times employ work forces, materials, equipment, and tools sufficient to prosecute the work at not less than the rates fixed under the terms of the Contract and to complete the work or any separable portion thereof within the time limits therein fixed. If the Contractor fails to do so, it may, after such failure, be required to increase its progress at any point or points to modify its plans and procedure in such manner and to such extent as the Owner's Agent may direct. In case of an adjustment by the Owner's Agent of the time for the completion of the Contract, as hereinafter provided, a revised schedule of progress may be prescribed in accordance with such adjustment of time.

6-6 TEMPORARY SUSPENSION OF WORK

At any time and without cause, the Owner's Agent may temporarily suspend the Work or any portion thereof by notice in writing to Contractor and Owner's Agent will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Alternatively, if no such date is affixed, Contractor shall resume Work on the date set forth by Owner's Agent in a subsequent writing. Contractor shall be allowed an adjustment in the contract price or an extension of the contract time, or both (as appropriate) directly attributable to any such suspension provided that the suspension was not ordered because the Contractor failed to follow orders or perform and provided that the Contractor makes a claim therefor as provided in the contract documents. If a temporary suspension is issued due to Contractor's fault, Contractor shall not be entitled to extra time or an adjustment in the contract price.

6-7 TIME OF COMPLETION

Time is of the essence on this contract. The Contractor shall complete all of the Work called for under the Contract within the Project Schedule set forth in the Special Provisions.

6-8 TERMINATION

6-8.1 Termination of the Contractor for Cause

The District may terminate the Contractor for cause if the Contractor:

1. fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to make sufficient progress to timely complete the Project); or,
2. disregards laws or regulations of any public body having jurisdiction;
3. substantially violates, in any way, any provisions of the Contract Documents; or,
4. fails to make payment to subcontractors or material suppliers in accordance with the respective agreements between Contractor and the subcontractors.

When any of the above reasons exist, the Owner's Agent may, after giving Contractor forty-eight hours written notice, without prejudice to any of the Owner's Agent's rights under the Contract Documents, terminate the services of Contractor and may:

1. exclude the Contractor from the Project site and take possession of all material, tools, equipment, tools and construction equipment and machinery thereon owned by Contractor (without liability to Contractor for trespass or conversion) and use the same for completing the Project;
2. complete the Work by whatever means that the Owner's Agent deems expedient in light of the circumstances.

When the Owner's Agent terminates the Contract for cause, Contractor shall not be entitled to any further payment until the Work is completed. If the cost of completing the Project exceeds the contract price, Contractor and its sureties shall be liable for all additional costs. To the extent that the cost of completing the Project is less than the amount owing to Contractor prior to termination, the Owner's Agent shall credit Contractor with any such surplus but only after all costs of completion have been paid.

6-8.2 Termination of the Contractor for Convenience

The District may, at any time and for any reason, terminate the Contract in whole or in part for the Owner's Agent's convenience and without cause. Termination by the Owner's Agent under this paragraph shall be by a written notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

Upon receipt of notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner's Agent, proceed with performance of the following duties:

1. Cease operations as specified in the notice;
2. Place no further orders and enter into no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the Contract;
3. Terminate all subcontracts and orders to the extent they relate to the Work terminated;

4. Proceed to complete the performance of Work not terminated; and
5. Take actions that may be necessary, or that the Owner's Agent may direct, for the protection and preservation of the terminated Work.

Upon such termination, the Contractor shall recover, as its sole remedy, payment for unpaid Work that Contractor has completed in a satisfactory manner. Contractor shall not be entitled to any payment (costs, overhead, profit, or any other component of payment) for any Work not completed at the time of the termination for convenience. The Contractor waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

--END OF SECTION--

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES

All work to be paid for at a contract price per unit of measurement shall be measured in accordance with the methods stipulated in the specifications.

Items for which quantities are indicated "Lump Sum" shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

7-2 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Owner's Agent that such work is not covered by any of the various items for which there is a bid price or by combinations of such items.

The Contractor shall do such extra work and furnish labor, materials, and equipment therefore upon receipt of an approved Contract Change Order or other written order of the Owner's Agent and in the absence of such approved Contract Change Order or other written order of the Owner's Agent, the Contractor shall not be entitled to payment for such extra work.

When extra work is to be paid for on a lump sum basis, the amount of said payment shall be agreed upon in writing prior to execution of the work. Lump sum payments shall be considered as full compensation for the items of work and all appurtenances thereto.

7-3 CHANGE ORDERS

The plans, specifications and the contract documents contain the requirements for the construction of the project. No information obtained from any officer, agent, or employee of the Owner's Agent on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

The Owner's Agent may order changes, including revisions, to plans and specifications, performance of extra work, increases or decreases in contracted items of work, and the elimination of work. Such orders will be in writing. Neither the contract price nor the contract time can be modified without a written change order executed by both Owner's Agent and Contractor. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Contractor shall promptly notify the Owner's Agent whenever it appears that a change is necessary, and when so directed, shall stop work in the areas that may be affected. Contract time and compensation will be adjusted for changes, which materially increase or decrease the time for performance or cost.

When so directed, the Contractor shall proceed with changes before agreement is reached on contract adjustments to compensation or time of performance, and shall furnish to the Owner's Agent at the end of each day, signed detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performance of the changes. If the Contractor fails to provide such records, the Owner's Agent's records will be used for the purpose of adjusting compensation or time of performance.

When applicable, changes in contract price resulting from extra work may be determined by a mutually agreed upon lump sum price. The Contractor's proposal for such changes shall include a detailed breakdown of labor and materials to be performed by his forces or the forces of his Subcontractor or

material supplier. The breakdown shall include labor surcharge and sales tax cost. Whenever the Owner's Agent requests that the Contractor prepare a lump sum price in connection with the change order, the Contractor shall be entitled to the costs incurred in the preparation of that price. Such costs will be incorporated into the lump sum amount regardless of whether or not the lump sum amount is finally accepted by the Owner's Agent.

The Owner's Agent shall receive the Contractor's proposal for lump sum change orders within three (3) days following the issuance of the change order price request.

7-4 OMITTED WORK

The Owner's Agent may, by written order to the Contractor, omit work, equipment, and material to be provided under the Contract, and the value of the omitted work, equipment, and material will be deducted from the contract price. The deducted value will be a lump sum or unit price agreed upon in writing by the Contractor and the Owner's Agent based on breakdown and cost information submitted by the Contractor.

7-5 STOP PAYMENT NOTICES

The Owner's Agent may at its option and at any time, retain out of any amounts due the Contractor, sums sufficient to cover stop notice claims.

7-6 PROPOSAL ITEMS

Proposal items shall be for the complete work as indicated on the plans and described in the specifications, and shall include all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, taxes, profit, and anything else necessary or required, unless specifically excepted, for the construction and adjustments of appurtenant facilities in a workmanlike manner.

Payments will be made on the basis of the items listed on the proposal and no additional claims for compensation will be allowed therefore.

7-7 PAYMENT

Payment will be one lump sum upon Final Completion of the Work.

After the completion and acceptance of the work by the Owner's Agent, the Owner's Agent will make a final estimate of the amount of work done there under, and the value of such work, and the Owner's Agent shall pay the entire sum so found to be due.

Work will not be considered complete in areas where a certificate of approval from the County, State or other regulatory agency is required until said certificate is received by the Owner's Agent.

It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Owner's Agent from any and all claims or liability on account of work performed under the contract

or any alteration thereof.

--END OF SECTION--

PART 3: SPECIAL PROVISIONS

SP-1 LOCATION OF WORK

The Keswick Gravel Injection Project site is located approximately 250 yards downstream from Keswick Dam (River Mile 302). The work will occur on the west bank of the Sacramento River at the U.S. Bureau of Reclamation's (USBR) Keswick Office Building (KOB) parking lot (see Figure 1 – Location Map).

The street address of the project site is: 16515 Keswick Dam Road, Redding, CA 96003

SP-2 SITE ACCESS

The Contractor shall coordinate with the Owner's Agent regarding specific requirements for site access (e.g. Contractor identification, security check-in, etc.) prior to, and throughout the duration of the project.

Owner's Agent will notify the KOB in advance to ensure the parking lot will be cleared of vehicles during project implementation and trucks will have unfettered access to the injection site.

SP-3 SCOPE OF WORK

The work required under this Contract shall include, but is not limited to, all labor, tools, materials, equipment, and incidentals required to conduct the activities as shown in Figure 2, contained in the Specifications, and directed by the Owner's Agent. The Contractor shall coordinate all required activities to avoid conflicts with public roads, recreation areas, underground and overhead utilities, existing trees, and other existing features.

Work shall occur at the areas shown in Figure 2. The work to be performed under this Contract consists of production, delivery, and placement of up to 20,000 tons of acceptable spawning gravel, gravel testing, dust control, site cleanup, return of safety fencing and K-rails to pre-construction condition, placement of road base as needed, and grading of the existing gravel parking lot.

The Contractor shall be responsible for direct supervision of its personnel and the personnel of any subcontractors. When the Contractor's supervisor is not present at the Project site, the Contractor shall leave a responsible representative-in-charge who shall have the ability and authority to receive and carry out directions from the Owner's Agent or their on-site construction managers.

SP-4 PROJECT SCHEDULE

The Contractor shall send results of gravel testing to the Owner's Agent no later than July 10, 2019 (see SP-7 Gravel Testing). If gravel meets the required specifications, the Contractor may commence with delivery of materials, beginning July 15, 2019. Contractor shall deliver at least 800 tons of gravel per day to the job site until the final total quantity is achieved. Any deviation from this schedule must be approved in advance by the Owner's Agent. Construction shall be limited to weekdays, except holidays, during normal work hours.

If site conditions are not conducive to gravel placement beginning on July 15, 2019, work shall begin at the earliest possible time when Keswick Dam releases are below 15,000 cfs or when flows are deemed acceptable by USBR. Should site conditions be prohibitive to maintaining the outlined schedule, the Owner's Agent shall notify the Contractor within 72 hours prior to scheduled delivery.

SP-5 MATERIALS AND DELIVERY

The Contractor shall furnish and deliver up to 20,000 tons of acceptable spawning gravel to the designated areas as specified.

SP-6 GRAVEL SPECIFICATIONS

Acceptable gravel sources include deposits outside active stream channels at or above the 100 year floodplain, and from the alluvial fan of tributary streams forming the inlets of the Central Valley Project Reservoirs. Gravel must be uncrushed, rounded natural river rock with no sharp edges. Gravel shall meet the following size requirements:

Gravel Size	
Particle Size (Diameter)	Percent Passing*
4 inch	95-100%
2-inch	75-85%
1-inch	40-50%
¾-inch	25-35%
½-inch	10-20%
¼-inch	1-5%

*Passing indicates the percent of the total material by volume passing through a screen correlating to the diameter indicated in the left-hand column.

No gravel shall be smaller than 1/8 inch in diameter. Gravel shall be completely free of dirt, silt, sand or any other fine particulate material less than 1/8 inch in diameter. In addition, gravel shall be completely free of oils, clay, debris and organic material. Gravel must be washed at least once and have a cleanliness value of 85 or higher based on Caltrans Test #227.

Gravel delivered to the project site not meeting specifications will be refused by the Owner's Agent and shall be immediately removed from the site at the Contractor's expense.

SP-7 GRAVEL TESTING

Prior to commencing work, the Contractor shall take one sample of the gravel at the production source. The Contractor shall have the gravel tested for both size and cleanliness at a certified/accredited laboratory.

Initial gravel testing shall occur near the beginning of the production of the mix or after the first 1,000 tons has been processed. Purpose of early inspection is to confirm compliance with quality of material specifications and remedy any concerns prior to delivery.

SP-8 GRAVEL INSPECTIONS

The Owner's Agent will be given complete and unrestricted access to inspect the production of gravel at the production location/source. Inspections will ensure that delivered gravel meets all requirements of this contract. The Owner's Agent will exercise discretion as to when and how many additional samples will be taken.

The Owner's Agent has the right to reject spawning gravel delivered to the job site that does not appear to meet specifications for size and cleanliness. Any dispute on the acceptability of the spawning gravel shall

be resolved by the testing of the spawning gravel, at the Contractor's expense, at a certified/accredited laboratory.

SP-9 METHOD OF DELIVERY

The Contractor shall provide all necessary equipment, labor, and materials for transport and placement of gravel and related activities. The Contractor shall deliver at least 800 tons of gravel per day to the job site. To verify the amount of gravel delivered, the Contractor shall weigh each loaded truck at a certified scale. Contractor shall submit each individual truck's weight slip to the Owner's Agent for verification and payment.

SP-10 TONNAGE LIMIT

The roadway over Keswick Dam has a weight limitation of 25 tons, which prohibits fully loaded gravel trucks from accessing the KOB from the easterly direction on Keswick Dam Road. Empty trucks not exceeding 25 tons would not be prohibited access from either direction. The Contractor shall make their own investigations to comply with any roadway restrictions, bridge-load limits, bond requirements, and/or other limitations.

SP-11 PLACEMENT METHOD

The Keswick Gravel Injection Project site sits on a high cliff about 100 feet above the Sacramento River, which is currently blocked by K-rails and/or fencing for safety (See Figure 2 – Site Map). The Contractor is responsible for removing any barriers that inhibit access to the injection site. The Contractor shall deposit/place gravel over the edge of the cliff such that gravel is able to be mobilized into the river during high flows. In previous years, delivery trucks were able to get close enough to the cliff's edge allowing the vast majority of gravel to be dumped over. However, the Contractor shall determine the need, if any, of using equipment at this location to assist in the proper placement of gravel. The Contractor shall have proper safety protocols in place (e.g. spotter or structure) to prevent trucks and/or equipment from getting too close to the cliff's edge. Should any equipment fall over the cliff and down the bank, the Contractor shall be responsible for all damages, equipment retrieval, and payment of any fines.

SP-12 WATER QUALITY MONITORING

Gravel placement techniques must maintain water quality. Turbidity sampling will be conducted by the Owner's Agent in accordance with permit conditions, which will be provided to the Contractor upon request.

SP-13 DUST CONTROL

If site conditions are sufficiently dry, the Contractor shall provide a water truck for dust control. If needed, the Contractor shall apply water to the KOB parking lot throughout the work day so that no airborne dust is generated. The Contractor must comply with the Owner's Agent's "on-demand" requests for dust control within a reasonable period of time (e.g. within one hour). The Contractor is responsible for providing a water source for dust control. Drawing water from the Sacramento River is prohibited.

SP-14 SITE CLOSE

Within two days of completing gravel delivery and placement, the Contractor shall return the project site to pre-construction conditions, including placement of road base as needed (not to exceed 25 tons), grading of parking lot, removal of equipment, and return of safety fencing and K-rails.

--END OF SECTION--

PART 4: PROJECT MAPS

FIGURE 1 – LOCATION MAP

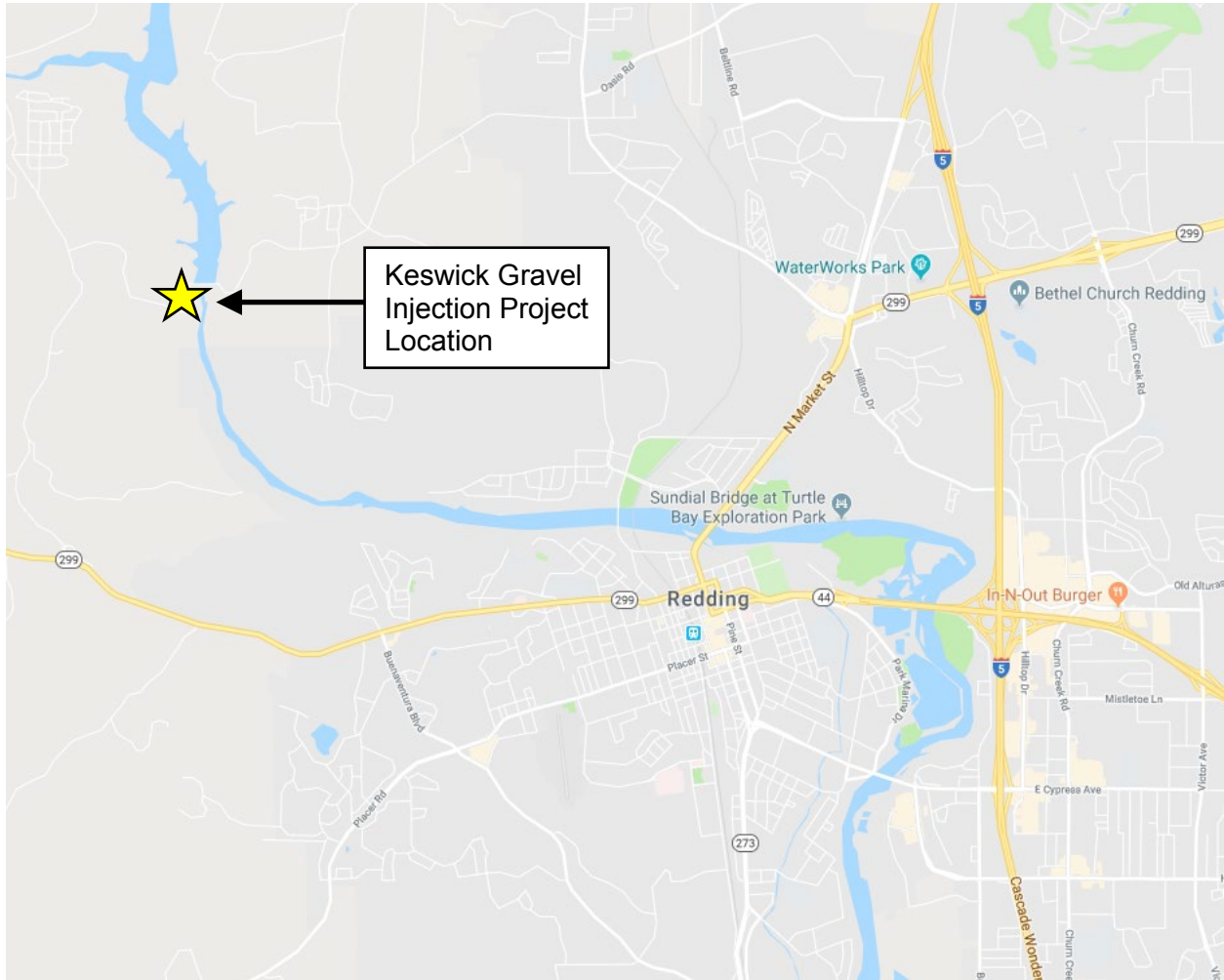


FIGURE 2 – SITE MAP

