



MFP UPCOUNTRY FACILITY PAINTING

Bid Set

CONTRACT 2026-06

AUBURN, CALIFORNIA

August 2026



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**MFP UPCOUNTRY FACILITY PAINTING
CONTRACT NO. 2026-06**

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

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MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

DIVISION 0

BIDDING AND CONTRACT DOCUMENTS

August 2026

SECTION 00020

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that Placer County Water Agency, hereafter referred to as “Owner” or “Agency”, will receive SEALED BIDS at the Owner’s Engineering Division at 144 Ferguson Road, Auburn, California, 95603 until 3:00 p.m. local time, on September 21, 2026, for construction of:

**MFP UPCOUNTRY FACILITY PAINTING
Contract No. 2026-06**

At said place and time, and promptly thereafter, all Bids that have been duly received in accordance with the Contract Documents, will be publicly opened and read aloud.

Project Description: In accordance with plans and specifications prepared by HDR, the Work includes the furnishing of all labor, materials, tax, equipment and services for the construction and completion of architectural exterior painting on multiple Middle Fork Project (MFP) facilities.

The architectural painting includes multiple building elements in multiple locations that have the following designations: The Cottages, Five Stall Shop, Hell Hole–Middle Fork (HH-MF) Gatehouse, French Meadows–Hell Hole (FM-HH) Gatehouse.

The total Contract Time to achieve Final Completion is 4 months and is to be completed by March 1, 2027.

The estimated cost of construction is \$120,000.

At the time the Contract is bid, awarded and for the duration of the contract, the Owner requires that the General Contractor must possess a valid State of California (CA) Class A- General Engineering Contractor’s License (License), Class B- General Building Contractor, or C-33 Painting Contractor. The Contractor shall possess a valid Certificate of Reported Compliance in accordance with the California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Regulation. Bidders must comply with the provisions of the Business and Professions Code Section 7028.15 by setting forth their License number and expiration date on their bid.

The Contract Documents and supplemental project information may be obtained from the Public Purchase website at <http://www.publicpurchase.com/gems/pcwa,ca/buyer/public/home>. Registration is required.

The Bidder is required to register with Public Purchase to obtain the Contract Documents and become a listed holder of these documents to be eligible to bid the Project. Bids received from Bidders not following these procedures may, in the discretion of the Owner, be deemed non-responsive. The Owner, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Complete sets of Contract Documents must be used in preparing Bids. The Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

A mandatory pre-bid meeting will be held on September 8, 2026 at 9:00 a.m. at the PCWA Foresthill Facility Center at 5825 Sunset Drive in Foresthill. A field trip to the subject Upcountry Facilities will begin after the pre-bid meeting and will be optional. At this meeting, representatives for the Owner will discuss the bid documents, site constraints, and other items specific to this project. A sign-in sheet will be available up until 9:15 a.m. Attendance at the pre-bid meeting is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting will be returned to the Bidder unopened. Attendance by subcontractors is not mandatory, but all interested prospective subcontractors are encouraged to attend. The Owner will cause to be transmitted to all recipients of Contract Documents such Addenda as Owner considers necessary in response to questions raised at the meeting and walk-through. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for the pre-bid meeting field trip, no other access to the project site will be granted pre-bid without the Owner's approval. During all site visits the Bidder must be accompanied full time by an authorized representative of the Owner. No exceptions.

Written questions regarding the Contract Documents and/or the proposed Work should be sent to Paul Cottingham, Hydro Engineer, by e-mail only at pcottingham@PCWA.net no later than September 11, 2026. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

To be considered, Bidders must meet the following requirements:

- Perform with their own organization's work amounting to at least fifty percent (50%) of the contract price, except specialty items.
- Other mandatory bid requirements set forth in the Contract Documents.

Bidding procedures are prescribed in the Contract Documents. Bids shall be executed upon the Bid Forms bound and made a part of the Contract Documents. All prescribed Bid Forms may be removed from the Contract Documents for submission in a sealed envelope.

A Bid Guaranty in an amount not less than ten percent (10%) of the total aggregate of the bid, including all Additive and/or Alternate Bid Items shall accompany each bid. This Bid Guaranty is to be forfeited should the Bidder, if awarded the contract, fail to enter into the same, or fails to

furnish the bonds and/or proof of insurance as stipulated in the Contract Documents. The checks or bond shall be made payable to the Owner.

The successful Bidder will be required to furnish both a Faithful Performance Bond in the amount of one hundred percent (100%) and a Payment Bond in the amount of one hundred percent (100%) of the Contract price.

Pursuant to Sections 1770, *et seq.*, of the Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the Owner's office. These rate determinations may also be found on the State of California Department of Industrial Relations' (DIR) website at <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

California Senate Bill 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the DIR monitors compliance with prevailing wage requirements on public works projects:

- No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
- No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the DIR.
- The Contractor and all subcontractors must furnish electronic certified payroll records directly to the DIR Labor Commissioner's office (aka Division of Labor Standards Enforcement).

Bidders will be required to provide active DIR registration number(s) for themselves and all listed subcontractors with their bid.

The successful contractor and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in Labor Code Section 1777.5.

The successful Bidder must ensure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, sex, age, religion, ancestry, citizenship, national origin, handicap, mental condition, veteran or marital status. The successful Bidder must comply with the Americans with Disabilities Act.

Pursuant to California Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state chartered bank.

No bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to Public Contract Code Section 5101 *et seq.*

Telephones will not be available to Bidders at the Owner's offices for the preparation of bids or for communicating bid results. Bid forms received after the designated time will not be opened and will be returned to the Bidder unopened.

Bidders shall develop and submit Bids at their own expense. The Owner will not reimburse any costs associated with the development and submittal of any and all Bids.

The Owner reserves the right to award the Contract, to reject any and all Bids, to waive irregularities, and to reject nonconforming, nonresponsive or conditional Bids.

DATED: 8/25/2026



Kim Nicholas
Administrative Aid
Power Generation Department

DATED: 8/25/2026



Aaron Sullivan, P.E.
Director of Power Generation Services

*** END OF SECTION ***

SECTION 00100

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

INSTRUCTIONS TO BIDDERS

1.0 Work to be Done

It is the intention of the Owner to construct improvements as shown and set forth in the Contract Documents titled: MFP UPCOUNTRY FACILITY PAINTING, dated August 2026 as prepared by HDR. All of the Work is particularly set forth in the Contract Documents, permits, plans and specifications, and all of said Work, together with all other work incidental thereto, is included. The Work includes the furnishing of all labor, materials, taxes, supervision, equipment, tools, incidentals, transportation and services necessary for completion of the Project. Codes and standards, definition of words and terms, and abbreviations shall be as specified in **Section 01060, References**. A summary of the Project Work is located in **Section 01110, Summary of Work**, and the Project Work restrictions and coordination requirements are located in **Section 01140, Work Restrictions**.

2.0 Examination of Contract Documents

Each Bidder shall thoroughly examine and be familiar with those Contract Documents and addenda (if any). The submission of a Bid shall constitute an acknowledgement upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents and that, except as provided in the Bid Protest Procedures in Paragraph 14.0 below, the Bidder has waived any objections or contentions regarding the Bid Documents and/or the bidding requirements in the Contract Documents. The failure or neglect of a Bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 Inspection of Project Site and Pre-Bid Access to the Site

Prior to submitting a Bid, it will be the sole responsibility of each Bidder to conduct any additional examination, investigation, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions at or near the Project site that may affect the cost, progress, or performance of the Project, and that the Bidder deems are necessary to prepare its Bid for performance of the Project in accordance with the Bid package and Contract Documents. Bidders seeking any such additional examination or

other inquiries or information concerning the Project will do so at the Bidder's sole expense.

Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the Owner in writing at least five (5) days in advance. Bidders may not conduct tests at the Project site prior to obtaining Owner approval. Additionally, any such Bidder must deliver an executed **Section 00250, Access, Indemnity and Release Agreement** and provide an insurance certificate as described therein by noon of the Day prior to Bidder's approved site visit. Once approved testing is complete, Bidders must clean up and restore the test site to its pre-test condition.

Bidders who intend only to observe site conditions and not conduct such examinations are not required to provide an executed Indemnity and Release Agreement or insurance information.

If, during the course of its site inspection, a Bidder finds conditions which appear to be in conflict with the letter or spirit of the Contract Documents, the Bidder may apply to the Owner, in writing, for additional information and explanation by September 11, 2026.

Submission of a Bid by the Bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied upon and is relying on its own examination of (1) the site of the Work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Bidders by the Owner (see **Section 00200, Information Available to Bidders**).

The information provided by the Owner is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder.

4.0 Interpretation of Contract Documents

Prior to receipt of Bids, should a Bidder find discrepancies, ambiguities, or conflicts in the Contract Documents, or should there be doubt as to the meaning of a provision or requirement, the Bidder shall at once notify the Owner in writing. Questions shall be delivered by e-mail or U.S. Mail by September 11, 2026 to:

Paul Cottingham, PG, CEG
Placer County Water Agency
Engineering Division
P.O. Box 6570

Auburn, CA 95604
e-mail: pcottingham@pcwa.net

All questions submitted via electronic telecommunication (e-mail) shall be submitted in the time set forth herein. For e-mail to be effective, it shall have a date and time receipt acknowledgement from the Owner and shall be clearly identified with the following title in the Subject line:

“MFP UPCOUNTRY FACILITY PAINTING: Bidder Questions.”

It is the Bidder’s sole responsibility to ensure that the e-mail question is received by the Owner in a timely manner. Upon receipt of an e-mail question, the Owner shall provide acknowledgement of receipt within 1 business day. If the Bidder does not receive an acknowledgement of receipt of an e-mail question from the Owner within the above referenced timeframe, Bidder shall assume the e-mail transmission was not received by the Owner, and shall be responsible for resubmitting the same in a timely manner.

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the Owner other than a response to the Bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum signed by the Owner and transmitted to all recipients of complete sets of Contract Documents. No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening of bids will be binding. No oral representations or interpretations will be made to any Bidder as to the meaning of the Contract Documents.

5.0 Postponement of Opening

The Owner reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice of Invitation to Bid. Postponement notices will be issued in the form of addenda. Addenda shall be posted at <http://www.publicpurchase.com>, registration is required.

6.0 Opening of Bids

All Bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids, **provided** that, if the Agency has adopted a prequalification process and listed prequalified bidders in its Notice Inviting Bids, Bids not from prequalified Bidders will not be opened. Bidders, their representatives and other interested persons may be present at the opening and reading of Bids.

Any Bids received after the time for receiving and opening bids as set forth in the Notice Inviting Bids or as postponed by addenda will not be opened. Any such Bids will be returned, unopened, to the Bidder.

The public reading of each Bid will include at least the following:

- A. Name and address of Bidder.
- B. The total amount of Bid.
- C. The nature and amount of the security furnished with the Bid.

Provided that if a mandatory pre-bid meeting is prescribed in **Section 00020, Notice Inviting Bids**, any Bid from a Bidder who did not sign the sign-in sheet and attend the meeting will be returned to the Bidder unopened.

7.0 Preparation of Bid Forms and Bidder's Checklist

Bids shall be made on the separately bound blank bid forms, Sections 00300 through 00480, and must be submitted at the time and place stated in the Notice of Invitation to Bid. All blanks in the bid forms must be appropriately filled in, in permanent ink or typed, and all prices must be stated in figures.

All Bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, its address, and the name of the Project for which the Bid is submitted. It is the sole responsibility of the Bidder to see that its Bid is received before the time stipulated in the Notice Inviting Bids. A Bid will not be accepted after the date and time designated in the Notice Inviting Bids. Any Bid received after said date and time designated in the Notice Inviting Bids will be returned to the Bidder unopened. Owner shall not be responsible for errors or omissions in the Bid. Bidders shall write their names on each bid form in the space provided.

The checklist shown below has been prepared and furnished to aid Bidders in including all necessary supporting information with their Bid. Bidders' submittals should include, but are not limited to, the following:

ITEMS SHOWN BELOW MUST BE SUBMITTED AT TIME OF THE BID

ITEM	CHECKED
1. Bid Form and Evidence of Authority to Sign (Section 00300)	
2. Bid Guaranty Bond (Section 00410)	
3. Certification of Bidder's Experience and Qualifications (Section 00420)	
4. Designation of Subcontractors (Section 00430)	
5. List of Manufacturers and Suppliers (Section 00440)	
6. Site Visit Affidavit (Section 00450)	
7. Material Delivery Affidavit (Section 00460)	
8. Non-Collusion Affidavit (Section 00480)	

ITEMS SHOWN BELOW MUST BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS AFTER THE BID OPENING AS REQUIRED IN THE CONTRACT DOCUMENTS

ITEM	CHECKED
1. Bidder's Financial Information (Section 00420-D.)	
2. CARB Certificate(s) of Reported Compliance for Fleet Vehicles (Section 01360)	

8.0 Bidder's Signature and Authority

If the Bid is made by an individual; Bidder's name, signature, and mailing address must be shown.

If the Bid is made by a corporation; the Bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

If the Bid is made by a partnership; the name and mailing address of the firm or partnership, a list of the partners, and the signature of at least one of the general managing partners must be shown.

If the Bid is made by a joint venture; the Bid shall be signed by an authorized representative of the sponsoring partner of the joint venture.

All signatures on the Bid shall be in longhand. Signature stamps are unacceptable and shall not be used.

9.0 Description of Bid Items

Refer to **Section 01200-2.0, Description of Bid Items**, for complete description of each Bid Item.

10.0 Erasures and Corrections

The Bid submitted must not contain any erasure, interlinear additions, or other corrections unless each such correction is authenticated. Authentication may be made by affixing in the margin, immediately opposite the correction, the signature or initials of the person submitting the Bid.

11.0 Bid Irregularities

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in **Section 00300, Bid Form**, may result in rejection of the Bid at the Owner's sole discretion. The Owner, at its sole discretion, may treat all such Bids as not being responsive to the Invitation to Bid. The Owner will consider no oral, telephonic or email modification of any Bid submitted.

12.0 Modification of Bid

Upon written request, a Bid already received may be modified or withdrawn at any time before the time established for receiving Bids. The request must be executed by the Bidder or its authorized representative as described in **Section 00100-8.0, Bidder's Signature and Authority**. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Bid. Withdrawal of a Bid does not prejudice a Bidder's right to submit a new Bid within the time designated for the submission of Bids. No Bid may be withdrawn after the time established for receiving Bids except as provided in **Section 00100-13.0, Withdrawal of Bids**.

13.0 Withdrawal of Bids

In accordance with Public Contract Code Section 5103, a Bidder may withdraw its Bid with the consent of the Owner. A Bidder desiring to withdraw its Bid, after the time of opening the Bids, shall give written notice to the Owner within five (5) days after opening of the Bids (excluding Saturdays, Sundays, or Owner holidays) of the alleged mistake. The Bidder shall provide documentation in accordance with Public Contract Code Section 5103. Bids cannot be changed after the Bid receipt deadline because of mistake.

14.0 Bid Protest

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of constructing this Project in a timely

manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedures. In submitting a Bid to the Owner for this Project, the Bidder agrees to comply with and to be bound by the following Bid protest procedures.

A. Pre-Bid

If any potential Bidder believes that any part of the form or content of the Contract Documents, including, without limitation, the bidder experience and qualification requirements, is vague, ambiguous, gives an unfair advantage or unfairly limits competition, such Bidder must give notice and protest on such grounds to the Director of Technical Services of the Placer County Water Agency as soon as practical, but in no event later than ten (10) working days before the original noticed date for receiving Bids. The Director of Technical Services of the Placer County Water Agency, within five (5) working days upon receiving any such protest(s), review the same and publish a written response thereto.

Any pre-bid protest shall include:

- (1) The protest document shall contain a complete and detailed statement of the factual and/or legal basis for the protest and, with respect to any authority relied upon, a copy of said authorities shall be provided.
- (2) The protest shall identify the specific portion(s) of the Bidding or Contract Documents that form the basis for the protest.
- (3) The protest shall include the name, address, telephone number, fax number and email address of the protestant, and if applicable, the person representing the protesting party.

The procedure and time limits set forth in these Bid protest procedures are mandatory and are the Bidder's sole and exclusive remedy in the event of a pre-bid protest related to the form or content of the Contract Documents. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, without limitation, filing a Bid or award protest on the grounds applicable to a pre-bid protest, filing a Government Code claim or filing legal proceedings.

B. Bid or Award Protest

Any protest relating to any particular Bid opened by the Owner or the award of the Contract must be submitted in writing to the Director of Technical Services of the Placer County Water Agency before 5:00 p.m. on the fifth (5th) working day after the Owner has received and opened bids.

The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. The protest must state the facts and refer to the specific portion(s) of the document that forms the basis for the protest.

The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.

The protest must include the name, address, telephone number, fax number and email address of the person representing the protesting party.

The party filing the protest must 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, and delivery to all such parties must be in a manner to ensure their receipt on the same day the protest is filed.

The Owner will give the protested Bidder five (5) working days from the date the protest is filed and served to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the Owner.

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

The Owner will review all timely protests prior to award of the Contract. The Owner will issue a prompt decision on the protest. The Owner will not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the PCWA Board's consideration of the Project Contract award, the PCWA Board will also consider the merits of any timely protests in its determination of the lowest responsible responsive Bidder. Nothing in these procedures for protesting a particular Bid or award of the Contract will be construed as a waiver of the Owner's right to reject all bids.

15.0 Addenda

Addenda issued during the time of bidding shall become a part of the Contract Documents furnished Bidders for the preparation of Bids, shall be covered in the Bids, and shall be made a part of the Contract. Each Bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to so

acknowledge may result in the Bid being rejected as not responsive. Failure of any Bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

Addenda will be issued such that they should be received by each recipient of a complete set of Contract Documents no later than three (3) working days prior to the specified bid date. Addenda withdrawing the request for Bids or postponing the Bid deadline may be issued any time prior to the specified Bid deadline.

16.0 Bid Guaranty

The bid form shall be accompanied by a Bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A" rating with Best's Rating Guide for payment to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the Owner in the sum of at least ten percent (10%) of the total amount of the bid price. The Bid guaranty bond shall be provided on the form included in **Section 00410, Bid Guaranty Bond**, of this Project Document. The amount payable to the Owner under the Bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner as liquidated damages in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the Owner the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the Owner the Agreement on the form provided herewith, within fifteen (15) calendar days after receiving written notice from the Owner that the award has been made and the Agreement is ready for execution.

The Bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The Bid guarantees of all Bidders except the three lowest, responsive Bids will be returned within ten (10) calendar days after the Bids are opened. If all Bids are rejected and no award is made, all Bid guarantees will be returned within ten (10) calendar days of the decision by the Owner not to award the Contract.

17.0 Mandatory Experience and Qualifications of Bidder

Each Bidder shall complete and submit with their Bid **Section 00420, Certification of Bidder's Experience and Qualifications**.

18.0 Local Business License

If required by City or County, the Contractor shall have a local business license for the Work contemplated before the Contract can be executed. All subcontractors will be

required to secure the appropriate local business license before they commence work on the Project.

19.0 Work Percentages

The Contractor shall self-perform at least fifty percent (50%) of the Contract Bid Amount. This portion of Work shall encompass the performance of work by the Contractor's forces and equipment, the procurement of materials and equipment by the Contractor and field related general conditions required to support and supervise the construction effort.

Subcontractors shall not be responsible for the performance of any work or procurement of materials or equipment within the above Contractor's work percentage allotment. Materials purchased by the Contractor, but installed by a subcontractor, will not contribute to the above Contractor's work percentage allotment.

The value of the work subcontracted shall be determined by summing all of the percentages identified for the subcontractors listed in **Section 00430, Designation of Subcontractors**. If the sum of such percentages exceeds fifty percent (50%), the Owner may treat the Bid as nonresponsive and reject it on that basis.

The Contractor shall perform with his own organization, contract work amounting to not less than fifty percent (50%) of the original total proposal price, except that any designated "Specialty Items" may be performed by subcontract, and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract price before computing the amount of work required to be performed by the contractor with his own organization. When an item of work is designated a "Specialty Item", the value of the work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to the review of the Engineer.

By submitting a Bid, the Bidder is certifying that it is in compliance with this self-performance obligation. This self-performance requirement is a material term of these Contract Documents and shall be subject to verification upon request. If it is determined that the Bidder's certification under this section was in error, the Bidder agrees that the following shall occur:

- A. If the Contract has not been awarded to the Bidder, the Bidder's Bid shall be deemed non-responsive; or
- B. If the Contract has been awarded, at the discretion of the Owner, Contractor shall be subject to either:
 - 1. A reduction of its Total Bid Price by ten (10) percent of the value of the amount by which the certification was in error (e.g., if the Total Bid Price is \$10,000,000 and the amount of self-performed work is determined to be \$4,000,000 instead of at

least the required \$5,000,000 then the amount of the shortfall (\$1,000,000) shall be multiplied by 10% to yield the sum of \$100,000 to be reduced from the Contract price); or

2. Termination of the Contractor's right to proceed for default.

20.0 Subcontractors

In accordance with Public Contract Code Section 4100, *et seq.*, "*Subletting and Subcontracting Fair Practices Act*", each general bid shall have listed in **Section 00430, Designation of Subcontractors**, work to be performed, the contractor license number and classification, DIR registration number, percent of total bid price, and subcontractor's name and address, by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the Bidder, will specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

Alternate subcontractors shall not be listed for the same work.

21.0 Contractor Registration with the State of California

In order to be considered for Contract award, the Bidder and Bidder's listed subcontractors in **Section 00430, Designation of Subcontractors**, must be registered with the State of California, Department of Industrial Relations (DIR) in accordance with California Labor Code Section 1725.5. Bidders shall list all applicable DIR registration information on Section 00430 subcontractor listing form.

Failure by a listed subcontractor to be registered shall be grounds under Section 4107 of the Public Contract Code for the Bidder, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

22.0 Major Equipment Items

Certain items of major equipment to be provided under this Contract may be tabulated in **Section 00440, List of Manufacturers and Suppliers**. The Bidder shall write in the name of the manufacturer of the equipment to be provided for each major equipment item and

submit this form with its Bid. By so indicating, the Bidder warrants that equipment manufactured and/or supplied by the named manufacturer will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment does not meet the Contract requirements. Failure to indicate a manufacturer for any single item of the equipment listed in the schedule may render the bid unresponsive to the Invitation to Bid and may be a basis for rejection of the Bid.

23.0 Owner Furnished Equipment – Not Used

24.0 Contracts to be Transferred – Not Used

25.0 Sole-Sourced Items and Substitutions During Bidding

Bidders are advised that, in accordance with Public Contract Code Section 3400, the Owner has made a finding that particular materials, products, things or services are designated by specific brand or trade names in order to match other materials, products, things or services in use or to obtain necessary items available only from one source. By listing a sole-source vendor, Owner has only identified a particular product the supply of which will conform to the Contract. Owner does not warrant in any respect the performance of any designated sole-source vendor. Owner shall not be responsible for, and Contractor shall not be excused for, any failure of a sole-source vendor to supply a conforming product in a timely fashion. Bidders shall refer to individual specification sections for specific requirements.

Contractors, manufacturers or suppliers of materials and equipment may offer an alternative product and request the alternatives to specified products be considered equal unless the Owner has sole-sourced a product in accordance with Public Contract Code 3400. Inclusion of such alternatives in the Bid is the sole responsibility of the Contractor. Inclusion of the proposed alternative should only be considered if it is the Contractor's sole belief the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under **Section 01330-11.0, Substitutes or "or Equal" Items and Product Options**. If the material, equipment, process or article offered by the contractor is not, in the Owner's sole opinion, substantially equal or better in respect to that specified, then the contractor shall furnish that material, process or article specified or one that in the Owner's opinion is substantially equal or better in every respect.

26.0 Bidders Interested in More than one Bid

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same work unless alternate Bids are called for. A person, firm, or corporation may, however, submit sub-proposals or quote prices on materials to more than one Bidder.

Pursuant to Public Contract Code Section 7106, Bidders shall execute and furnish with their bids **Section 00480, Non-Collusion Declaration**. Reasonable grounds to believe that any individual, partnership, corporation, or combination is interested in more than one Bid for the proposed work may cause rejection of all Bids in which that individual, partnership, corporation, or combination is interested.

27.0 Sheeting, Shoring and Bracing – Not Used

28.0 Wage Rates

Pursuant to provisions of the Labor Code Section 1770, *et seq.*, of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done.

Bidders shall promptly notify the Owner, in writing, of any and all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

29.0 Offer of Assignment of Antitrust Actions

As provided by Government Code Section 4552, in submitting a Bid to the Owner, the Bidder offers and agrees that if the Bid is accepted, it does assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the Owner pursuant to the Bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Bidder.

30.0 Assignment of Contract

Any attempted assignment by the Contractor of any Contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has prior written approval of Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

31.0 Rejection of Bids

The Owner reserves the right to reject any and all Bids and further reserves the right to reject any Bids which are nonresponsive, incomplete, obscure, or irregular; any Bids which omit a Bid on any one or more items on which the Bids are required; any Bids in which unit prices are unbalanced in the opinion of the Owner; any Bids accompanied by insufficient or irregular Bid guaranty; Bids from Bidders who failed to perform properly or complete on time past Agency projects; and Bids from Bidders who fail to meet the experience and qualification requirements set for in the Contract Documents as determined by the Owner.

The Owner also reserves the right to waive any irregularity or informality in a Bid or bidding procedure.

32.0 Evaluation of Bids and Award of Contract

After the Proposals have been opened and read, they will be checked for accuracy and compliance with the Contract Documents. If a Contract is awarded, it will be awarded to the lowest responsive, responsible, qualified Bidder whose Bid complies with the specified requirements, as it may best serve the interests of the Owner. All Bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The selection of any or all alternates or bid schedules shall be at the sole discretion of the Owner. The Owner reserves the right to reject an unbalanced Bid which is a Bid having nominal prices for some bid items and enhanced prices for other bid items.

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

Responsive Bidder: Means a Bidder who has submitted a Bid which conforms in all material respects to the Contract Documents.

Responsible Bidder: Means a Bidder who has the qualifications, fitness, capacity and experience in all respects to perform fully the Contract requirements and who has the integrity and reliability to assure good faith performance, including:

- A. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
- B. A record of integrity;
- C. A record of Successful Project Completions defined as:
 - 1. Completion of project on time and without liquidated damages.
 - 2. Completion of project without excessive defective work issues.
 - 3. Completion of project without excess claims or disputes issues;
- D. Qualified legally to contract with the Owner, and;

- E. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility, and;
- F. Bidder has the experience and qualifications required by the Contract Documents, including, but not limited to, the Certifications of Experience and Qualifications in Section 00420.

Bidder understands and acknowledges that compliance with these requirements and related sections of the Contract Documents go to the responsibility of Bidder. Bidder must be found responsible to be eligible for award of the Contract.

In the evaluation of any Bid, the Owner shall have the right to consider information provided by sources other than Bidder.

Within sixty (60) days after the time of opening of the Bids, the Owner will act either to accept a Bid, to reject all Bids or with the consent of the Bidders and their sureties to extend the time in which the Owner may act. The acceptance of a Bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by mail to the Bidder whose Bid is accepted. No other act of Owner will constitute acceptance of a Bid. The Award of Contract shall obligate the Bidder whose Bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the Work according to the Contract Documents.

Only one Contract will be awarded.

33.0 Execution of Contract

The Agreement shall be executed by the successful Bidder and returned, together with the Contract bonds and evidences of insurance, within fifteen (15) calendar days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by Owner, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within fifteen (15) calendar days after receiving written notice of the Award of the Contract constitutes default. In case of default, the Owner may, at its sole discretion, award the Contract to the next lowest Bidder or may re-advertise the Project for new bids. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

If a Bidder to whom an award is made fails or refuses for any reason to execute the Contract or fails to furnish any or all of the required insurance or Contract Bonds in proper form, within the time stated, it is agreed and stipulated between Owner and the Bidder to whom any award is made that damage has been and will be sustained by the Owner. It is further agreed by the Owner and any and all Bidders that it will be impractical and

extremely difficult to fully ascertain and determine the actual damage that the Owner will sustain by such delay. Therefore, the Owner and all parties who submit a Bid under the Notice Inviting Bids shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Owner by such delay under these circumstances and agree that the amount of the Bidder's bond or check is agreed to as the liquidated damages payable by such Bidder(s). This Bidder's bond or check will be collected and held by the Owner as the sole property of the Owner for full compensation for the damages suffered by the Owner as a result of the Bidder's failure to execute the Contract and furnish the Bonds and Insurance as required.

34.0 Contract and Bonds

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond equal to one hundred percent (100%) of the Contract Price, a Faithful Performance Bond equal to one hundred (100%) of the Contract Price, the **Workers' Compensation Insurance Certificate** in **Section 00645** and evidences of required insurance. Said insurance and bonds shall be secured from a surety company satisfactory to Owner with a minimum "A" rating with Best's Rating Guide.

The form of Agreement, as provided in **Section 00510, Agreement for Construction**, which the successful Bidder as Contractor will be required to execute, and the forms of bonds as provided in **Section 00610, Faithful Performance Bond**, and **Section 00620, Payment Bond**, which it will be required to furnish, shall be carefully examined by the Bidder. The Faithful Performance Bond is to secure the faithful performance of the Contract, and the Payment Bond is to secure payment for those to whom the Bidder may become legally indebted for labor, materials, tools, equipment, or services of every kind used or employed by the Bidder in performing the Work.

35.0 Escrow Bid Documents – Not Used

36.0 List of Recipients of Full Sets of Contract Documents

Bidders may obtain a current Plan Holder List from the Public Purchase website at <http://www.publicpurchase.com/gems/pcwa.ca/buyer/public/home>. Registration is required. Procedural questions regarding the Contract Documents and/or plan holders list should be directed by phone to the Placer County Water Agency Engineering Division at (530) 823-4886.

***** END OF SECTION *****

SECTION 00250

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

ACCESS, INDEMNITY AND RELEASE AGREEMENT

POTENTIAL BIDDER: _____

OWNER: Placer County Water Agency

SITE: _____

PROJECT: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

In consideration of the Placer County Water Agency (PCWA), permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, the Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless PCWA, and their respective officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of PCWA or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Contract Documents.

INDEMNITY AND RELEASE AGREEMENT (continued)

4. Attached hereto (or to be delivered separately to PCWA before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of **Section 00800-2.0, Liability and Insurance** of the Supplementary General Conditions.
5. Although this Access, Indemnity and Release Agreement is not a Contract Document, it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Bidder: _____

Signed By: _____

Name: _____

Title: _____

Note: If a Corporation, this Indemnity Agreement must be signed by either the Corporation's Chairman, President or Vice-President.

Address: _____

Telephone: _____

California Contractors License #: _____

***** END OF SECTION *****

Name of Bidder: _____

SECTION 00300

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

BID FORM

NAME OF PROJECT: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

THIS BID IS SUBMITTED BY:

Name of Bidder: _____

THIS BID IS SUBMITTED TO:

THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY
c/o PLACER COUNTY WATER AGENCY ENGINEERING DIVISION
144 FERGUSON ROAD
AUBURN, CA 95603

THE BID IS SUBMITTED ON: _____, 2026
Date

1.0 Enter into Agreement

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Name of Bidder: _____

2.0 Bidder Accepts

The undersigned Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **sixty** (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.0 Bidder's Representations

In submitting this Bid, the undersigned Bidder represents that:

- A. Bidder has downloaded a complete set of Contract documents from Public Purchase and carefully examined and studied the Contract Documents, all information available to Bidders as defined in **Section 00200, Information Available to Bidders**, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum Number	Addendum Date	Signature of Bidder

- B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations and Permits that may affect cost, progress, and performance of the Work.
- D. Bidder and all named subcontractors have registered with DIR pursuant to Labor Code Section 1725.5.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance

Name of Bidder: _____

of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Owner because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bid Schedule

The undersigned Bidder proposes and agrees to contract with the Placer County Water Agency to perform all of the above work, including subsidiary obligations as defined in the Contract Documents for the prices indicated in the BID SCHEDULE below.

Further in submitting its Bid, the undersigned Bidder understands and agrees that the Total Base Bid amount is determined by the sum total of all bid item amounts in the Bid Schedule shown below. Bid Items include all work as defined in **Section 01200, Measurement and Payment**. No base bid items will be excluded from the awarded Contract.

If award is made, it will be based on the lowest responsive, responsible Bid. The previously listed alternate(s) are only utilized for determination of the low Bid based on the lowest Total Bid Price. Such listing does not indicate that the Owner will select the listed alternate(s). Final selection of any or all alternates shall be at the sole discretion of the

Name of Bidder: _____

Owner. The Bid Alternate(s) prices shall remain valid to the date of Notice to Proceed for incorporation into the Contract as a Change Order.

BID SCHEDULE

Item	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS		\$
2	Environmental Controls and Hazardous Waste Disposal	1	LS		\$
3	Surface Preparation and Painting	1	LS		\$
4	All Other Items of Work	1	LS		\$
5	Owner Directed Allowance for Additional Work	-	T&M		\$20,000

TOTAL BASE BID PRICE (Items 1 through 5) \$ _____

TOTAL BASE BID PRICE (in words) _____

The Bid amount of each of the above Bid items must be filled in and completed.

Bid prices shall include everything necessary for the completion of the work stipulated in the Contract Documents, including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include all federal, state and local taxes.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In the event the addition of the bid item extended amounts does not equal the Total Base Bid Price, the corrected addition of all bid item extended amounts will govern and the Owner will correct the Total Base Bid Price accordingly.

Should the Bid Schedule contain only a total price for an item and the item price is omitted, the Owner shall determine the item price by dividing the total price for the item by estimated quantity of work to be performed.

If the Bid Schedule contains neither the item price nor the total price for an item, then it shall be deemed incomplete and the Bid shall be deemed non-responsive by the Owner.

Name of Bidder: _____

In case of discrepancy between words and figures, words will prevail.

BID ALTERNATES – Not Used

5.0 Completion

In accordance with the Specifications, the undersigned Bidder agrees to plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after the date of Notice to Proceed and shall be substantially completed within the time specified in **Section 00800-1.1, Time Allowed for Completion**. Furthermore, the undersigned Bidder accepts the provisions of **Section 00800-1.2, Damages for Delays** in the event of failure to complete the work within the specified times.

6.0 Attached Documents

The undersigned Bidder agrees that the following Contract Documents are attached to and made a condition of this bid:

<u>SECTION</u>	<u>TITLE</u>
00300	Evidence of Authority to Sign
00410	Bid Guaranty Bond
00430	Designation of Subcontractors
00460	Material Delivery Affidavit
00480	Non-Collusion Declaration

7.0 Supplemental Information to be Submitted Within Three (3) Business Days After the Owner's Receipt of Bids and Made a Condition of the Bid

The undersigned Bidder understands that a Bidder will be ineligible for an award of Contract unless the Bidder has furnished the required financial credit rating information required in Section 00420-D., Financial Information of Section 00420, Certification of Bidder's Experience and Qualifications, and CARB Certificate(s) of Reported Compliance for Fleet Vehicles in Section 01360, Environmental Controls within three (3) business days after the receipt of bids.

8.0 Bidder's California Contractor's License Information

The undersigned Bidder is licensed in accordance with Chapter 9, Division 3 of California Business and Professions Code and Section 3300 of the California Public Contract Code, and the laws of the State of California.

Name of Bidder: _____

Bidder's Valid California Contractor's License No. _____ Class _____

Expiration Date: _____

Bidder has contracted under this license number for _____ years.

9.0 Bidder's California DIR Registration Information

The undersigned Bidder is registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder's Valid DIR Registration No. _____

Registration Date: _____

Expiration Date: _____

10.0 Bidder's Iran Contracting Act Compliance

The undersigned Bidder certifies that it complies with the Iran Contracting Act which prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)).

The undersigned hereby states that all representations made herein are made under penalty of perjury.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Name of Bidder: _____

Business Address: _____

Phone Number: _____

Email Address of Authorized Representative: _____

A Corporation

If the Bid is made by a corporation, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished, showing the authority of the officer signing the Bid.

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Date of Qualification to do business is: _____

Phone Number: _____

Email Address of Authorized Representative: _____

A Partnership

Partnership Name: _____

By: _____

Name of Bidder: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone Number: _____

Email Address of Authorized Representative: _____

A Joint Venture

Additionally, the Bid shall include a copy of the joint venture resolution or agreement empowering the authorized representative signing the Bid.

Joint Venturer Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: _____

Email Address of Authorized Representative: _____

Joint Venturer Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone Number: _____

Email Address of Authorized Representative: _____

Name of Bidder: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

***** END OF SECTION *****

SECTION 00410

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

BID GUARANTY BOND

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

BIDDER *(Name and Address)*

SURETY *(Name and Address of Principal Place of Business)*

BID

Bid Due Date: _____, 20 _____

Project Name: _____

Contract No.: _____

Project Location: _____

BOND

Bond Number: _____ Bond Date: _____
(Not later than Bid Due Date)

Penal Sum: Ten percent (10%) of the Total Bid Price

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR:

Signature

By: _____

Its: _____

Contractor Seal

SURETY:

Signature

By: _____

Its: _____

Surety Seal

Note: Signature of Surety must be notarized and accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the **Placer County Water Agency, Auburn, CA, (hereinafter called "Owner")** upon default of Bidder the penal sum of **10% of the Bidder's Total Bid Price**.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Contract Documents the executed Agreement required by the Contract Documents and any performance and payment bonds required by the Contract Documents.

3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Contract Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Contract Documents and 100% Performance and Payment bonds and certificates of insurance coverage required by the Contract Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Contract Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced in a court of competent jurisdiction located in Placer County, CA.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer or proposal as applicable.
12. In no event shall Bidder's and Surety's obligation as defined above exceed 10% of the Bidder's Total Bid Price.

***** END OF SECTION *****

SECTION 00420

PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

PROJECT: MFP Upcountry Facility Painting

CONTRACT NO.: 2026-06

The undersigned Bidder represents that it is competent, knowledgeable and has the special skills to perform the work required for this project. The Bidder further represents that it has evaluated and recognizes the requirements of the Project and the conditions and circumstances under which the Project is to be performed. The Bidder further acknowledges that these inherent conditions existent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. The Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

A. COMPANY EXPERIENCE- To be filled in and submitted with Bid.

The Agency will evaluate the Bidder's responsibility based on information included in or otherwise required by this Section 00420 and such additional information as the Agency may receive. The Agency will evaluate the Bidder's length and depth of experience with comparable Qualifying Projects. For the Agency to consider the Bidder properly experienced in work of similar nature to this project, the Bidder must list at least three (3) and not more than six (6) Qualifying Projects, with at least two (2) being public works contracted directly with the public entity as the owner, completed within ten years prior to submitting **Section 00300, Bid Form** meeting all of the following Qualifying Criteria:

1. The Project involved exterior painting as the primary work.
2. The Project required a valid State of California (CA) Class A- General Engineering Contractor's License (License), Class B- General Building Contractor, or C-33 Painting Contractor to construct the project as the Prime Contractor.
3. The Prime Contractor self-performed at least fifty percent (50%) of the work on the Project.
4. The Total Project Cost (Prime Contract) exceeded \$ 100,000.

The Agency may investigate and independently determine whether the listed Qualifying Projects meet the Qualifying Criteria. The Bidder may include only project(s) for which it was Prime Contractor and projects completed by its Project Manager, named below, working for other

companies as Prime Contractor. For projects completed for other companies to be eligible to be Qualifying Projects, the Project Manager shall have worked on them in a capacity similar to that of this Project. The Agency may accept as a Qualifying Project a Bidder's listed project that does not meet all the Qualifying Criteria, provided that the Bidder adequately demonstrates with its Bid that the Qualifying Projects it has listed are sufficient to give it the necessary experience to be a responsible Bidder. The Agency's decisions as to responsibility will be based on an overall evaluation of all information received.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall identify at least the minimum number of Qualifying Projects and provide project information for each Joint Venture participant in the format found below.

Qualifying Project #1 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #2 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #3 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #4 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #5 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #6 Name: _____

Prime Contractor: _____

Project Manager: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Total Construction Cost of listed Qualifying Project(s) above: \$ _____

The Agency further requires disclosure of, and will evaluate, all instances of incomplete projects and pending disputes involving the Bidder. For this purpose, Bidder hereby discloses the following projects for which it was terminated for default at any time in the past five (5) years:

Bidder shall identify on a separate sheet any claims filed in court or arbitration against Bidder in the past five years which concerned Bidder's work on a construction project. For each claim, if any, the Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If there are any pending claims against Bidder that, should Bidder lose the claim(s), would adversely affect Bidder's financial position or its ability to meet its obligations if awarded the contract for this Project, such claims shall also be disclosed on a separate sheet.

Bidder shall also identify on a separate sheet any claims filed in court or arbitration by Bidder against a project owner in the past five years concerning work on a project or payment for a contract. For each claim, if any, the Bidder shall provide the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If there are any pending claims filed by Bidder against a project owner that, should Bidder lose the claim(s), would adversely affect Bidder's financial position or ability to meet its obligations if awarded the contract for this Project, such claims shall also be disclosed on a separate sheet.

B. PROJECT MANAGER EXPERIENCE- To be filled in and submitted with Bid.

The Bidder shall name below the Project Manager who will be assigned to this project and submit past related project experience of this person which must include successfully completing at least two (2) Qualifying Projects meeting the above Qualifying Criteria where this person held the role of Project Manager. The demonstrated experience of the Project Manager must have been within the last five (5) years. The Project Manager must be assigned to the Project site and be personally present on site full-time during Construction.

Name of Project Manager: _____

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: _____ years

Number of Years as a Project Manager for your Company: _____ years

List up to three Qualifying Projects as defined above where the individual named above held the position of Project Manager. At least one (1) of these projects shall have been public works contracted directly with the public entity as the owner.

Qualifying Project #1 Name: _____

Prime Contractor: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #2 Name: _____

Prime Contractor: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Qualifying Project #3 Name: _____

Prime Contractor: _____

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

This form is to be fully completed and submitted by the Bidder with the bid. Bidder is not allowed to provide a substitute form of similar information.

The Agency will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.

Failure of the Bidder to provide current and valid project contact information and/or failure of the Bidder to meet both the pre-requisite Company and Project Manager experience may be

grounds for the Agency to determine the Bidder as non-responsible and ineligible for contract award.

C. SAFETY INFORMATION- To be filled in and submitted with Bid.

Has CAL OSHA cited and assessed penalties against your firm for any “serious”, “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If “Yes”, attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

Experience Modification Rate (EMR).

Enter your firm’s EMR for the last three complete years (this information is provided by your workers’ comp. insurance carrier).

Year	EMR
1-	
2-	
3-	
Three Year Average=	

Are the above rates interstate or intrastate? _____

If intrastate, which state? _____

Is your firm Self-Insured for Workers’ Compensation Insurance in California?

☐ Yes ☐ No

If YES, Self-Insurance No. _____ and attach certification to Bid.

Name of Workers' Comp. Insurance Carrier(s):

Address: _____

Agent Name: _____ Telephone No.: _____

If the Bidder's Three Year Average EMR is greater than 1.00 (100%), Bidder is required to furnish the following additional information to the EMR information listed above:

Calculate your firm's LWIR for the past three (3) complete years. The lost workday information is listed on your OSHA forms no. 300 and 300A and is available from your workers' comp. insurance carrier.

$$\text{LWIR} = \frac{\text{Total number of lost workday incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Lost Workday Incidents	Total Employee Hours Worked	Lost Workday Incident Rate
1-			
2-			
3-			
Totals			

Average Recordable Incident Rate (RIR). Calculate your firm's RIR for the past three (3) complete years. The Incident Rate information is listed on your OSHA forms no. 300 and 300A and is available from your workers' comp. insurance carrier.

$$\text{RIR} = \frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}}$$

Year	Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate
1-			
2-			
3-			
Totals			

D. FINANCIAL INFORMATION- To be submitted by the three lowest bidders within three (3) business days following the bid opening date. Do not submit the following information with your bid.

The three lowest Bidders shall submit, within three (3) business days following the bid opening date, the following information demonstrating that the Bidder has sufficient financial resources to provide all work necessary to complete the Project, including construction, start-up, and warranty services.

Bidder must provide a copy of a financial statement audited or reviewed by an independent CPA with accompanying notes and supplemental information. A financial statement that is not either reviewed or audited is not acceptable. Financial statement must be the most current available and prepared within the last two years of submitting **Section 00300, Bid Form**. Bidder must submit financial statement to the Agency as non-disclosable in accordance with California Public Records Act (Government Code 6250). The Agency, upon receipt of the requested financial information, shall treat the financial statement as confidential and take such reasonable measures as to protect it from public access. If the Agency receives a request, whether via the Public Records Act and/or via a judicial process that seeks the publication and/or production of said information, Agency agrees to use its best efforts to provide notice to the Bidder whose information is sought to afford them an opportunity to challenge the third party's access and/or seek to quash the judicial process which seeks the publication and/or production thereof. The Bidder's failure to timely intervene and seek judicial relief preventing such disclosure shall constitute a waiver of any right to bring a claim or action against the Agency based on the Agency's disclosure of the records described in this paragraph.

All financial information provided by Bidder that is marked "Confidential" or "Proprietary" shall be handled by the Agency in accordance with **Section 00700-4.5.12, Public Records Act**.

The undersigned hereby states that all representations regarding the Bidder's Company Experience, Project Manager Experience and Safety Qualification Information are correct and true.

Signed this _____ day of _____, 20 _____

Bidder's Name

Authorized Signature

Date

Title of Signator

***** END OF SECTION *****

Name of Bidder: _____

SECTION 00430

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

DESIGNATION OF SUBCONTRACTORS

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

In accordance with California Public Contract Code Section 4100, et. seq., the undersigned Bidder certifies that the following licensed Subcontractors will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or will specifically fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent of the Bidder's Total Bid Price. **The Bidder's attention is directed to the provisions found in the Instructions to Bidders, Section 00100-19.0, Work Percentages, which stipulates the percent of the Work to be performed with the Bidder's own forces.**

No subcontractor may be listed on a Bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Subcontractor's California Contractor's license numbers must be written in for each listed subcontractor.

Work to be Performed	Contractor License No. and Classification	DIR Registration No.	Percent of Total Bid Price	Subcontractor's Name and Address
1.				
2.				
3.				
4.				
5.				

Name of Bidder: _____

Work to be Performed	Contractor License No. and Classification	DIR Registration No.	Percent of Total Bid Price	Subcontractor's Name and Address
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

Add additional sheets, if necessary.

BIDDER

(Signature)

(Date)

***** END OF SECTION *****

SECTION 00460

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

**MATERIAL DELIVERY AFFIDAVIT
(To Accompany Bid)**

Project Name: MFP UPCOUNTRY FACILITY PAINTING

Contract No.: 2026-06

State of California

County of _____

_____, **being first duly sworn**, deposes he or she is
(Contractor's Authorized Representative)

_____ of _____, the party making the
(Title of Representative) (Contractor's Name)

bid, acknowledges they have **reviewed Section 00700-6.3, Delays** and **Section 00800-1.1, Time Allowed for Completion** and has examined and familiarized themselves with the terms of the contract including time allowed for completion of the work and requirements for establishing justification for an excusable delay. The submitting of a bid shall also be considered an acknowledgement on the part of the Bidder of familiarity with current material delivery and supply chain challenges which may affect cost, progress or performance of the Work, and that, while a material delivery delay may constitute an excusable delay, it shall not constitute a compensable delay.

PCWA acknowledges that supply chain challenges may exist and may result in a non-compensable delay or suspension of the work, subject to the above referenced contract terms.

Signed this _____ day of _____, 20 _____

Bidder's Name

Authorized Signature

Date

Title of Signator

***** END OF SECTION *****

SECTION 00480

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

BIDDER'S NON-COLLUSION DECLARATION SUBMITTED WITH BID

Project Name: MFP UPCOUNTRY FACILITY PAINTING

Contract No.: 2026-06

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state)."

Signature

Public Contract Code Section 7106

Code of Civil Procedure Section 2015.5

***** END OF SECTION *****

SECTION 00500

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

NOTICE OF AWARD

Date: _____

To: _____
(Name of Bidder)

Address: _____

Project: MFP UPCOUNTRY FACILITY PAINTING

Contract No: 2026-06

You are notified that your Bid dated August 27, 2026 for the above Contract has been considered.

You are the Successful Bidder and are awarded a Contract for _____

_____.
(Indicate total Work, alternates or sections of Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$_____).

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

Two (2) copies of the proposed **Section 00510, Agreement for Construction** and one (1) copy of the Agency's Substance Abuse Policy accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to Placer County Water Agency two (2) signed copies of the Agreement, as found in Section 00510, leaving the date blank. Deliver to the attention of Stephanie Wens, Capital Improvement Program Specialist, Technical Services Department. If mailed, please mail to P.O. Box 6570, Auburn, CA 95604.
2. Deliver with the Agreement the appropriate Certificate of Authorization found in Sections 00515, 00520 or 00525.
3. Deliver with the Agreement the Contract Bonds as specified in Section 00100, Instructions to Bidders and Section 00700, General Conditions found in Sections 00610 and 00620.
4. Deliver with the Agreement a signed Certification of Drug-Free Workplace found in Section 00640.
5. Deliver with the Agreement a signed Workers' Compensation Insurance Certificate found in Section 00645.
6. Deliver with the Agreement all required original Insurance Certificates and endorsements as required in Section 00800, Supplementary General Conditions.
7. Deliver with the Agreement a complete and signed Public Works Contractor Registration & Prevailing Wage Monitoring Program form.
8. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) calendar days after you comply with the above conditions, Owner will return to you one fully executed Agreement for your records.

PLACER COUNTY WATER AGENCY

By: _____

Its: _____

Copy to: Owner's Representative
 Construction Manager
 Engineer

***** END OF SECTION *****

SECTION 00510

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

**AGREEMENT FOR CONSTRUCTION OF
MFP UPCOUNTRY FACILITY PAINTING, CONTRACT 2026-06**

(Document will be retyped after Contract Award)

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of _____, 20____, by and between the Placer County Water Agency, a public entity in Placer County (hereinafter referred to as "Owner"), and _____, doing business as a (Name of State) Corporation/Partnership/Sole Proprietor (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Owner gave notice inviting bids to be submitted by 2:00 p.m. on August 27, 2026 for MFP UPCOUNTRY FACILITY PAINTING, Contract 2026-06 by published notice and/or posting in accordance with California Public Contract Code Section 20804 and other applicable law; and

WHEREAS, Contractor, pursuant to the provisions of said Notice Inviting Bids submitted a Bid to the Owner and such Bid is attached hereto in its entirety and made a part hereof as Exhibit A; and

WHEREAS, the Owner, by a majority vote of its Board of Directors on _____ (date) awarded to Contractor MFP UPCOUNTRY FACILITY PAINTING, Contract 2026-06; and

WHEREAS, Contractor is ready, willing and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

Article 1 – Work

1.1 The Work

The Contractor shall furnish all labor, materials, tools, apparatus, equipment, insurance, bonds, special services and skill to construct and complete in good workmanlike and substantial manner the project entitled: MFP UPCOUNTRY FACILITY PAINTING, Contract 2026-06 ("Work") as specified or indicated in the Contract Documents.

1.2 Location of Work

The Work will be performed at the following locations within PCWA's Middle Fork Project: The 5 Stalls Shop, The Cottages, FM-HH Gatehouse, HH-MF Gatehouse.

Article 2 – Owner's Representative(s) and Owner's Consultants

2.1 Owner's Representative

The Owner has designated Aaron Sullivan, PE to act as Owner's Representative, who will represent Owner in performing duties and responsibilities and exercising Owner's rights and authorities in the Contract Documents. Owner may change the individual(s) acting as Owner's Representative(s), or delegate one or more specific functions to one or more specific Owner's Representative at any time with notice and without liability to Contractor. Each Owner's Representative is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

2.2 Engineer

The Owner has designated HDR to act as Engineer. Engineer will assume all duties and responsibilities and have the rights and responsibilities assigned to the Engineer in the Contract Documents in connection with the completion of the Work. The Owner may assign all or part of the Owner's Representative's duties, rights and responsibilities to the Engineer. The Engineer is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

2.3 Construction Manager

The Owner has designated Paul Cottingham, PG, CEG to act as Construction Manager. Construction Manager will assume all duties and responsibilities and have the rights and responsibilities assigned to the Construction Manager in the Contract Documents in connection with the completion of the Work. The Owner may assign, upon mutual agreement, all or part of the Owner's Representative's duties, rights and responsibilities to the Construction Manager. The Construction Manager is a beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

Article 3 – Contract Times

3.1 Time is of the Essence

All Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

3.2 Commence Work

Contractor shall commence execution of the Work on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

3.3 Days to Achieve Contract Times

The Contractor shall diligently prosecute the work so that it shall be completed within the contract times specified in **Section 00800-1.1, Time Allowed for Completion**.

3.4 Liquidated Damages

The Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the contract times specified in **Section 00800-1.1, Time Allowed for Completion**. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor will forfeit and pay to the Owner liquidated damages in the amount set forth in **Section 00800-1.2, Damages for Delays**, per day for each and every calendar day that expires after the time for completion specified in **Section 00800-1.1, Time Allowed for Completion**, except as otherwise provided by extension of time pursuant to **Section 00700-6.4, Time Extensions** of the General Conditions.

Article 4 – Contract Price

4.1 Contract Price Breakdown

The Owner will pay Contractor the Contract Price for completion of the Work in accordance with the Contract Documents as follows:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	1	LS		\$
2	Environmental Controls and Hazardous Waste Disposal	1	LS		\$
3	Surface Preparation and Painting	1	LS		\$
4	All Other Items of Work	1	LS		\$
5	Owner Directed Allowance for Additional Work	-	T&M		\$20,000

TOTAL CONTRACT AMOUNT	\$
------------------------------	-----------

The above Total Contract Amount includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the Owner may change depending on actual quantities or units or work completed in accordance with **Section 01350-4.0, Increased or Decreased Quantities**.

The Contractor may substitute securities for the amounts retained by the Owner to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

Article 5 – Contractor’s Representations

5.1 Representations and Warranties

In order to induce Owner to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in **Section 00200, Information Available to Bidders**, or which may appear in the Drawings. Contractor accepts the determination set forth in these Contract Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given Agency prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Agency is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- G. Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.

Article 6 – Contract Documents

6.1 Contract Documents

The Contract Documents consist of the following documents:

Notice Inviting Bids (Section 00020);
 Instructions to Bidders (Section 00100);
 Bid Form and Bid Schedule (Section 00300);
 Designation of Subcontractors (Section 00430);
 Agreement (Section 00510);
 Performance Bond (Section 00610);
 Payment Bond (Section 00620);
 Certification of Drug-Free Workplace (Section 00640);
 General Conditions (Section 00700);

Supplementary General Conditions (Section 00800);
General Requirements (Sections 01000 through 01999);
Technical Specifications (Section 02000 and all other Sections following);
Permits from other agencies as may be required by law;

Exhibits to this Agreement (enumerated as follows):

- Contractor's signed Statement of Qualifications Affidavit attached as Exhibit A;
- Accepted Contractor's Bid attached hereto as Exhibit B;
- Transfer and Novation Agreement (Section 00530) as Exhibit C;

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed (Section 00550);
- Field Directive(s);
- Change Order(s);
- Construction Change Directive;
- Field Order(s).

6.2 Not Contract Documents

There are no Contract Documents other than those listed in this **Section 00510-Article 6, Contract Documents. Section 00200, Information Available to Bidders** and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided for in **Section 00700, General Conditions**.

Article 7 – Miscellaneous

7.1 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

7.2 Assignment

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.5 Prevailing Wage Rates

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the Owner's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

7.6 Governing Law

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of Placer, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

PLACER COUNTY WATER AGENCY
A Public Entity

By _____
Chairman of the Board
Placer County Water Agency

ATTEST:

By _____
Clerk, Board of Directors
Placer County Water Agency

CONTRACTOR'S NAME

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE No.
and CLASSIFICATION

By _____
(Authorized Signature)

LICENSE EXPIRATION DATE

Name

FEDERAL TAX I.D. No.

Title

TYPE OF ORGANIZATION

ATTEST:

STATE OF INCORPORATION

By _____

(SEAL)

Name

Title
(If Corporation, must be attested by Corp Secretary)

Notices to the Parties shall be given at the following addresses:

OWNER:

Placer County Water Agency

Name of Bidder: _____

P.O. Box 6570
144 Ferguson Road
Auburn, CA 95603

CONTRACTOR:

CONTRACTOR'S NAME

STREET ADDRESS

CITY, STATE & ZIP

***** END OF SECTION *****

SECTION 00515

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

**CERTIFICATE OF AUTHORIZATION
(If Contractor is a Corporation)**

STATE OF CALIFORNIA

COUNTY OF PLACER

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____
_____, a corporation existing under the laws
of the State of California, held on _____, 20____, the following resolution duly passed
and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the Agreement dated
_____, 20____, to the Placer County Water Agency and this Corporation and that
his/her execution thereof, attested by the Secretary of the Corporation, and with the
Corporate seal fixed, shall be the official act and deed of this Corporation.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this _____ day of _____, 20____.

(seal)

Secretary

Corporate Officer

Company Address:

***** END OF SECTION *****

SECTION 00520

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

**CERTIFICATE OF AUTHORIZATION
(If Contractor is a Partnership)**

STATE OF CALIFORNIA

COUNTY OF PLACER

I HEREBY CERTIFY that at a meeting of the Partners of the _____
_____, a Partnership existing under the laws
of the State of California, held on _____, 20____, the following resolution duly passed
and adopted:

“RESOLVED, that _____,
as _____ of the Partnership, be and is hereby
authorized to execute the Agreement dated _____, 20____, to the Placer County
Water Agency and this Corporation and that his/her execution thereof, attested by the
_____, shall be the official act and deed of this Partnership.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Managing Partner

Company Address:

***** END OF SECTION *****

SECTION 00525

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

**CERTIFICATE OF AUTHORIZATION
(If Contractor is a Joint Venture)**

STATE OF CALIFORNIA

COUNTY OF PLACER

I HEREBY CERTIFY that at a meeting of the Principals of the _____, a Joint Venture existing under the laws of the State of California, held on _____, 20____, the following resolution duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Agreement dated _____, 20____, to the Placer County Water Agency and this Corporation and that his/her execution thereof, attested by the _____, shall be the official act and deed of this Joint Venture.”

I further Certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20____.

(seal)

Managing Principal

Joint Venture Address:

***** END OF SECTION *****

SECTION 00550

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

NOTICE TO PROCEED

Date: _____

To: _____
(Name of Contractor)

Address: _____

Project: MFP UPCOUNTRY FACILITY PAINTING

Contract No.: 2026-06

You are notified that the Contract Times under the above contract will commence to run on _____. On that date, you are to start performing your obligations under the Contract Documents. In accordance with **Section 00800-1.1, Times Allowed for Completion**, the date of Final Completion is _____.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program as required by California Code of Regulations, Title 8, General Industry Safety Orders and other related regulatory requirements.
2. Submit copies of applicable permits and submit approved fire protection plan, if applicable.
3. Attend Pre-Construction conference.

PLACER COUNTY WATER AGENCY

By: _____

Its: _____

Copy to: Owner's Representative
 Construction Manager
 Engineer

***** END OF SECTION *****

SECTION 00610

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, the Board of Directors of the Placer County Water Agency, Placer County, State of California, has awarded to _____, hereinafter designated as the "Principal", a Contract, the terms and provisions of which Contract are incorporated herein by reference, for constructing the MFP UPCOUNTRY FACILITY PAINTING, Contract No. 2026-06, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, and _____, as surety, are held and firmly bound unto the Placer County Water Agency, Placer County, California, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Placer County Water Agency, its officers and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Placer County Water Agency from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty installation, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

1. In the event the Placer County Water Agency, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Placer County Water Agency, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

In WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR:

SURETY:

Signature

Signature

By: _____

By: _____

Its: _____

Its: _____

Contractor Seal

Surety Seal

Address of Surety for Service of Notice and/or Process

Surety California Secretary of State Corporation Number: _____

Contractor Secretary of State Corporation Number: _____

Note: Signature of Surety must be notarized and accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

***** END OF SECTION *****

SECTION 00620

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____, organized and existing under the laws of the State of _____, and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 3181, whose claim has not been paid by the Contractor, company or corporation in the aggregate total of _____ Dollars (\$_____) (being 100% of the Contract amount) for payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a Contract dated _____, 20____, with the Placer County Water Agency to do the following work, to wit: Construct the MFP UPCOUNTRY FACILITY PAINTING, Contract No. 2026-06.

NOW, THEREFORE, if the above bounden Principal or his/her subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor or his/her subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 9550 to 9566, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the benefits of California Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR:

SURETY:

Signature

Signature

By: _____

By: _____

Its: _____

Its: _____

Contractor Seal

Surety Seal

Address of Surety for Service of Notice and/or Process

Surety California Secretary of State Corporation Number: _____

Contractor Secretary of State Corporation Number: _____

Note: Signature of Surety must be notarized and accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

***** END OF SECTION *****

SECTION 00630

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

Project Name: MFP UPCOUNTRY FACILITY PAINTING

Contract No.: 2026-06

This Escrow Agreement is made and entered into by and between; the Placer County Water Agency, whose mailing address is P.O. Box 6570, Auburn, CA 95604; hereinafter called "Owner", and

CONTRACTOR'S NAME

whose address is _____

hereinafter called "Contractor", and

ESCROW AGENT'S NAME

whose address is _____

hereinafter called "Escrow Agent".

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention

earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner, and shall designate the Contractor as the beneficial Owner.

2. Owner shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retentions earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

Title

Name

Signature

Address

Phone Number

On Behalf of Contractor:

Title

Name

Signature

Address

Phone Number

On Behalf of Escrow Agent:

Title

Name

Signature

Address

Phone Number

Name of Bidder: _____

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

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

Owner:

Contractor:

Title

Title

Name

Name

Signature

Signature

***** END OF SECTION *****

SECTION 00640

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

CERTIFICATION OF DRUG-FREE WORKPLACE

PROJECT: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

KNOW ALL PERSONS BY THESE PRESENTS:

_____ (Contractor) has reviewed and understands the Substance Abuse Policy of the Placer County Water Agency (PCWA) and hereby expressly agrees, pursuant to and in furtherance of PCWA's policy, to maintain a Substance Abuse Policy at the site and take such necessary acts and/or measures to maintain a Drug-Free Workplace at the site. It is further agreed that the use, manufacture, distribution, dispensing or possession of illegal drugs by the Contractor or any person under the control of the Contractor (including, but not limited to subcontractors, their employees, mechanics and suppliers entering PCWA's premises) or while conducting business with PCWA shall constitute a breach of contract between PCWA and Contractor and shall give rise to any and all remedies available to PCWA in the event of a breach of Contract, including the termination thereof.

SIGNED AND SEALED this _____ day of _____, 20____.

SEAL

Principal

Signature of Principal

Title of Signator

***** END OF SECTION *****

SECTION 00645

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the Owner the following certification:

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

Name of Contractor

Signature

Title of Signator

Date (month/day/year)

***** END OF SECTION *****

SECTION 00650

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

GENERAL LIABILITY ENDORSEMENT (Form A-1)

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

A. POLICY INFORMATION.

1. Insurance Company _____

Policy No. _____

2. Policy Term (From) _____ (To) _____

Endorsement Effective Date _____

3. Named Insured _____

4. Address of Named Insured _____

5. Limit of Any One Occurrence/Aggregate

\$ _____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified)

\$ _____

B. POLICY AMENDMENTS.

This endorsement is issued on consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED.** The Owner, the Design Consultant, the Construction Manager, and each of their officers, partners, employees, and agents are included as additional insurers with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Owner; or (b) products sold by the Named Insured to the Owner; or (c) premises leased by the Named Insured from the Owner, the insurance afforded by this policy shall be primary insurance as respects the Owner, the Design Consultant, the Construction Manager, and each of their officers, employees, and agents; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Owner, the Design Consultant, the Construction Manager, and each of their officers, employees, and agents shall be excess of this insurance and shall not contribute with it.
 3. **SCOPE OF COVERAGE.** The Policy: (1) if primary, affords coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001, Edition 1987); or (2) if excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
 4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, the Design Consultant and the Construction Manager, and each of their officers, employees, and agents.
 6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail return receipt requested has been given to the Owner. Such notice shall be addressed as shown in the heading of this endorsement.
-

C. INCIDENT AND CLAIM REPORTING PROCEDURE.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(Agency) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company. By signature below, the surety warrants that if requested by the Owner, it will furnish a certified copy of the certificate of authority issued by the Insurance Commissioner of the State of California.

Signature of: _____

Authorized Representative
(original signature required on endorsement furnished to the Owner)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

***** END OF SECTION *****

SECTION 00660

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

AUTO LIABILITY ENDORSEMENT (Form B-1)

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING

CONTRACT NO.: 2026-06

A. POLICY INFORMATION.

1. Insurance Company _____

Policy No. _____

2. Policy Term (From) _____ (To) _____

Endorsement Effective Date _____

3. Named Insured _____

4. Address of Named Insured _____

5. Limit of Liability Any One Occurrence/Aggregate

\$ _____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified)

\$ _____

B. POLICY AMENDMENTS.

This endorsement is issued on consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto it is agreed as follows:

1. **INSURED.** The Owner, the Design Consultant, the Construction Manager, and each of their officers, partners, employees, and agents are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Owner, the Design Consultant and the Construction Manager and each of its officers, employees, and agents.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the Owner, the insurance afforded by this policy shall: (a) be primary insurance as respects the Owner, the Design Consultant, the Construction Manager, and each of their officers, employees, and agents; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Owner, the Design Consultant, the Construction Manager, and each of their officers, employees, and agents shall be excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** The policy affords coverage to the Named Insured, which is at least as broad as Insurance Services Office form number CA 0001 (Ed 1/87) covering automobile liability, Code 1 ("any auto").
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, the Design Consultant, the Construction Manager, and each of their officers, employees, and agents.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail return receipt requested has been given to the Owner. Such notice shall be addressed as shown in the heading of this endorsement.

A. INCIDENT AND CLAIM REPORTING PROCEDURE.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(Agency) (State) (Zip Code)

(Telephone Number)

B. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company. By signature below, the surety warrants that if requested by the Owner, it will furnish a certified copy of the certificate of authority issued by the Insurance Commissioner of the State of California.

Signature of: _____

Authorized Representative
(original signature required on endorsement furnished to the Owner)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

***** END OF SECTION *****

SECTION 00680

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: Placer County Water Agency
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full:

Exceptions

This document does not affect any of the following:
Disputed Claims for extras in the amount of:
\$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

***** END OF SECTION *****

SECTION 00700

PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603

GENERAL CONDITIONS

1.0 General

1.1 Contract Agreement

A Bidder to whom award is made shall execute a written Agreement and required supplementary documents and submit them to the Owner within fifteen (15) calendar days after the Notice of Award has been mailed to the Bidder at the address given in **Section 00300, Bid Form**. The Agreement shall be made in the form adopted by the Owner and incorporated in the **Section 00510, Agreement for Construction**.

If the lowest responsive, responsible Bidder to whom award is made fails to enter into the Agreement, as herein provided, the Bidder's Bond will become the property of the Owner, and an award may be made to the next lowest responsive, responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made. A corporation, partnership, or joint venture to which an award is made will be required, before the Agreement is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds for the corporation is duly authorized to do so in the form of a **Certificate of Authorization** provided in **Sections 00515, 00520 and 00525**.

In the event the Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner or the Construction Manager to the Contractor under this Contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner or the Construction Manager under this Contract shall be deemed to have been given by and shall bind all persons being the Contractor.

If any part of the work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract Documents. The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements will be provided by the Contractor to the Owner upon request.

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract in whole or in part, or its right, title, or interest therein, or its power to execute such Contract, to any other person, firm, or corporation without previous consent in writing of the Owner. Any proposed assignment, transfer, convey and/or other disposition without such written consent of this owner will be void.

1.2 Written Notice and Service Thereof

All notices, requests, claims, demands, and other communications between the parties shall be in writing. All notices shall be given (i) by delivery in person, (ii) by an overnight delivery service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the party specified in this contract or such other address as either party may specify in writing.

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail (but, in the case of electronic mail, only if followed by transmittal by an overnight delivery service specified for delivery on the next business day, unless electronic communication is allowed in the Contract Documents), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next business day if transmitted by overnight delivery service (with confirmation of delivery).

Any party to the Agreement may notify any other party of any changes to the address or any of the other details specified in this Section; provided, however, that such notification shall only be effective on the date specified in such notice or five (5) business days after the notice is given, whichever is later.

1.3 Rights of Action

No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement. The parties to this Agreement are the Contractor and the Owner.

1.4 Plans and Specifications

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Drawings and Specifications to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the requirements of the Contract Documents or from prevailing custom or trade usage as being required to produce this intended result will be furnished and performed whether or not specifically called for. When words or phrases that have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases

shall be interpreted in accordance with that meaning. The intent of the Drawings specifically includes the intent to depict construction that complies with all applicable laws, codes and standards. Subject to applicable law, including but not limited to California Public Contract Code Section 4100 et seq., and the terms of this Contract governing subcontracting, the Divisions and Sections of the Specifications and identifications of any Drawings shall not control Contractor in dividing the Work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

Reasonably implied parts of the Work shall be performed as “incidental work” even though absent from the Drawings and Specifications. “Incidental” work shall be performed by Contractor without extra cost to Owner. Incidental work includes any work not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications, or is necessary or required to make each installation satisfactory, legally operable, functional, consistent with the intent of the Drawings and Specifications or the requirements of the Contract Documents. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in price bid. Incidental work includes, but is not limited to, tasks required to be performed under **Division 1 General Requirements** of Specifications.

Upon Notice to Proceed, the Contractor may obtain from the Owner, free of charge, five (5) copies of the Plans and Specifications. Additional sets of the Plans and Specifications may be procured at the cost of printing and binding. The Owner will also provide one electronic copy of the Plans and Specifications upon receipt of an executed **CAD Waiver Form 01999-01** from the Contractor. The Owner will furnish the release form at the Contractor’s request.

The Contractor shall keep on the Project site a complete copy of the Specifications and Drawings and shall at all times give the Construction Manager and Agency staff access thereto. Any Drawings included in the Specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The Construction Manager will furnish from time to time such drawings, plans, profiles, and information as it may consider appropriate for the Contractor's guidance. Unless otherwise provided in the Contract Documents, it shall be the duty of the Contractor to see that all provisions are complied with in detail irrespective of the inspections of the Work during its progress by the authorized official or its representatives. Any failure on the part of the Contractor to observe the Contract Documents will be sufficient cause for the rejection of the Work at any time before its acceptance.

Wherever reference specifications (ANSI, ASTM, AASHTO, AWWA, and others) are referred to in these Specifications without designation of year, the reference is to the

current or revised specification effective at the time of the Owner receiving bids, unless otherwise referenced in **Section 01090, Regulatory Requirements and Permits**.

1.5 Applicability of all Paragraphs of Specifications

The technical specifications are presented in paragraphs for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All paragraphs of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Specifications and all notes on the Drawings are directed to the Contractor and all work shall be performed by the Contractor even though phrases such as "the Contractor shall" or "shall be done by the Contractor" are omitted. Where terms such as "approved", "acceptable", "favorably reviewed", "review", "selected", "directed", "equivalent", "equal", or "satisfactory" are used, it shall mean by or to the Construction Manager and/or Engineer.

1.6 Contract Interpretation by the Construction Manager

Notwithstanding any omission from these Specifications or the Drawings it shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the work. The Contractor shall not take advantage of any errors or omissions found by Contractor. It is also the duty of the Contractor to promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor believes may prove defective or insufficient. If the Contractor believes that a defect or insufficiency exists in design, materials or specified method and fails to promptly notify the Construction Manager in writing of this belief, the Contractor thereby waives any right to assert that a defect or insufficiency in design, materials or specified method at any later date in any legal or equitable proceeding against the Owner, or in any subsequent arbitration or settlement conference between the Owner and the Contractor. The Construction Manager may, by appropriate instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings.

Any discrepancies found between the Contract Documents and Project site conditions or any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Construction Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager with a Request for Information (RFI). The Construction Manager shall respond to the Contractor in writing with a decision within fifteen (15) days of receipt of the request, or if it is necessary to extend this period, the Construction Manager shall notify the Contractor in writing as to when a decision will be provided. RFI procedures are further prescribed in **Section 01340, Requests for Information and Clarifications**.

Work done by the Contractor after its discovery of such discrepancies, inconsistencies or ambiguities without such notice and prior to response from the Construction Manager shall be done at the Contractor's risk.

1.7 Order of Precedence

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- (1) Permits from other agencies as may be required by law
- (2) Addenda, Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier
- (3) Agreement for Construction (Section 00510)
- (4) Contractor's accepted Bid Proposal
- (5) General Requirements (Sections 01000 through 01999)
- (6) Supplementary General Conditions (Section 00800)
- (7) General Conditions (Section 00700)
- (8) Notice Inviting Bids (Section 00020)
- (9) Instructions to Bidders (Section 00100)
- (10) Contract Drawings
- (11) Technical Specifications (Section 02000 and all other Sections following)
- (12) Reference/Standard Specifications
- (13) Reference/Standard Plans

With reference to the Drawings, the order of precedence is as follows:

- (1) Enumerated dimensions govern over scaled dimensions
- (2) Detail drawings govern over general drawings
- (3) Specific notes, descriptions or schedules on drawings over graphical representations
- (4) Addenda/Change Order drawings govern over any other drawings
- (5) Contract Drawings govern over standard drawings/plans

Higher quality takes precedence over lower quality, and greater number, amount, or size takes precedence over lesser number, amount, or size.

The provisions of the Contract Documents shall take precedence over any Laws or Regulations applicable to the performance of the work unless such an interpretation of the provisions of the Contract Documents would result in a violation of such Law or Regulation.

1.8 **Bonds**

The Contractor shall provide, on the execution of **Section 00510, Agreement for Construction**, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the amount bid and shall be on the forms provided by the Owner in **Section 00610, Faithful Performance Bond**, and be conditioned upon the faithful performance of all work and payment of all the Contractor's obligation under the Contract Documents. The surety on said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety approved by the Owner. The corporate surety shall be authorized to conduct business in California. At its discretion, the Owner may request that a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the Owner. At its discretion, the Owner may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code. This bond shall remain in effect at least until one year after the Date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents.

In addition to the required Faithful Performance Bond noted above, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the amount bid, which bond shall be on the form provided by the Owner in **Section 00620, Payment Bond**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety approved by the Owner. The corporate surety shall be authorized to conduct business in California. At its discretion, the Owner may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the Owner. At its discretion, the Owner may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

- (a) Only such bond forms provided by the Owner are acceptable and shall be executed by corporate sureties who are admitted surety insurers in the state of California in accordance with applicable law and acceptable to the Owner. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- (b) If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven (7) days thereafter substitute another Bond and surety, which must be acceptable to the Owner.

- (c) All bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Subject to applicable law, such surety companies shall also meet such additional requirements and qualifications as provided in this Section.

Attorneys in fact, who sign bid bonds or contract bonds, must file with each bond a notarized and effectively dated copy of their power of attorney as required on bond forms supplied by the Owner for Contractor use in **Section 00610, Faithful Performance Bond** and **Section 00620, Payment Bond**.

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and it waives the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Owner or its authorized agents under the terms of this Contract; and failure to so notify the aforesaid surety companies of changes shall not relieve the surety companies of their obligations under this Contract.

1.9 Penalty for Collusion

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids.

1.10 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, the Engineer, the Owner's Representative, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.0 Contract Administration

2.1 Administration of the Contract

The Owner's Representative, the Construction Manager, and the Engineer will provide administration of the Contract as hereinafter described. These parties are designated in **Section 00800-1.4, Contract Administration**. If the status of any of the above parties should change, the Owner will provide written notice to the Contractor of such change.

In case of the termination of the employment of the Engineer or the Construction Manager, the Owner shall appoint an Engineer or a Construction Manager whose status under the Contract Documents shall be that of the former Engineer or Construction Manager, respectively.

2.2 Owner's Representative

2.2.1 **General** - The Owner's Representative shall be the person designated by the Agency's Director of Technical Services as indicated in **Section 00800, Supplementary General Conditions**.

2.2.2 **Change Orders/Field Orders** - The Owner's Representative has the authority to reject proposed change orders, and cost proposals submitted by the Contractor or as recommended by the Construction Manager. The Owner's Representative has the authority to recommend acceptance and execution of Change Orders by the Agency. The Agency's Director of Technical Services has the authority to sign change orders on the Agency's behalf, after such recommendation or concurrent therewith, with approval by the Agency Board when required by Agency policies and procedures.

2.2.3 **Progress Payments** - The Owner's Representative has the authority to approve or disapprove requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager. In the event of approval and recommendation, the Progress Payments will be forwarded to the Director of Technical Services and, as appropriate, the Agency Board when required by Agency policies and procedures.

2.2.4 **Contract Decisions** - Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the Owner's Representative in accordance with the provisions of the Contract.

2.2.5 **Acceptability of Work** - The Owner's Representative has the authority to make the final determination of the acceptability of the Work. The Owner's Representative also has the authority to accept or reject the Engineer's recommendations regarding retention of defective work as provided.

2.3 Construction Manager

2.3.1 **General** - The Construction Manager is a representative of the Owner employed to act as advisor and consultant to the Owner in construction matters related to the Contract. The

term Construction Manager may include more than one individual to perform contract administration and construction observation. Hereinafter, the term Construction Manager includes any and all representatives working under the direction of the Construction Manager.

All instructions to the Contractor and all communications from the Contractor to the Owner or the Engineer shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The Owner has delegated its authority to the Construction Manager to make initial decisions regarding 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 under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under **Section 00700-2.1, Administration of the Contract**, and any decision made by it in good faith either to exercise or not to exercise such authority, shall not be interpreted or construed as control or responsibility of any of the work performed under this Contract.

- 2.3.2 On-Site Representative - The Construction Manager will periodically observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

- 2.3.3 Observation and Inspections of Construction - The Construction Manager shall periodically observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

Observation and inspection is not an authorization to revoke, alter, or waive any requirements of the Specifications. Observation and inspection is the authorization to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have this authority including the ability to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

If the decision of the Construction Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the Owner's Representative.

- 2.3.4 Acceptability of the Work - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.
- 2.3.5 Change Orders - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Engineer; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the Owner.
- 2.3.6 Construction Schedule - The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.
- 2.3.7 Progress Payments - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.
- 2.3.8 Completion - The Construction Manager, with the assistance of the Engineer and Owner's Representative(s), will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the Owner, for the Owner's review, written warranties, and related documents required by the Contract and assembled by the Contractor.

2.4 Engineer

- 2.4.1 General - The Engineer will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- 2.4.2 Interpretations - The Engineer has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Engineer, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the Owner, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to Owner.

2.4.3 Acceptability of the Work - The Engineer has the authority to make a recommendation as to the acceptability of the Work. The Engineer has the authority to recommend acceptance regarding the remediation or retention of defective work.

2.4.4 Submittal - The Engineer shall receive, through the Construction Manager, shop drawings, product data and samples for review in accordance with **Section 01330, Submittal Procedures**.

The Engineer has the authority to review and take other appropriate action upon the Contractor's submittal such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

3.0 **Owner**

3.1 **General**

The Owner, acting through the Owner's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 **Attention to Work**

The Owner's, Construction Manager's and Engineer's representatives are designated in **Section 00800-1.4, Contract Administration**. The Construction Manager's designated representative will normally be available at the Project Site of the Work. An alternate representative will be designated when the designated Construction Manager's representative is not available at the Project Site of the Work. The Engineer may assign a representative to be available at the Project Site of the Work.

3.3 **Observation and Inspection**

In addition to the Construction Manager's designated representative, the Owner may provide one or more inspectors to the Construction Manager to observe the work and with the same authority as provided for in **Section 00700-2.3.3, Observation and Inspections of Construction**.

Separate and independent from the observations and inspections above, the project may be inspected by Building Officials or Fire Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

3.4 **Owner's Right to Use or Occupy**

The Owner reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the Owner. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the Owner to the Contractor or in any way prejudice the Owner's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the Owner.

Prior to such occupancy or use, the Owner and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the Owner shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the Owner anticipates the use or occupancy of prior to Substantial Completion are noted in **Section 01140, Work Restrictions**. Failure to include a part of the Work in the above referenced Section, shall not limit the Owner's right to use or occupy parts of the Work not listed.

3.5 Owner's Right to Carry Out the Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, and fails within five (5) days after receipt of written notice from the Owner to commence and continue correction of such neglect or deficiency with diligence and promptness, the Owner may, and without prejudice to any other remedy, make good such default, neglect or failure.

The Owner also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, public, Owner, and any property or equipment.

In either case, a Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for the Engineer's, the Construction Manager's, and Owner's additional services made necessary by such default, neglect, failure or emergency.

3.6 Owner's Right to Perform Work and to Award Separate Contracts

The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with the Project or other work on the Project site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate contracts are awarded for different portions of the Project or other work on the Project site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate Agreement.

The Owner will provide for the coordination of the work of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in **Section 00700-4.10, Cooperation with Other Contractors**.

3.7 Responsibility of the Owner

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

4.0 Contractor

4.1 Status of Contractor and Subcontractors

4.1.1 It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform the Work in accordance with its own means and methods, subject to compliance with the requirements of the Contract.

4.1.2 Subcontractors will not be recognized as having a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in the Project Manual to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the Owner or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform.

Contractor shall be fully responsible to Owner for the performance, acts, and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Agreement including the following provisions:

- a. Each subcontractor shall carry insurance as required by this Agreement, and provide evidence of such insurance, as provided in **Section 00800-2.0, Liability and Insurance**.
- b. Each subcontractor shall be obligated to defend, indemnify, and hold harmless the Owner and additional insureds listed in **Section 00800-2.0, Liability and Insurance** from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- c. Each subcontractor shall grant Owner a license to use its drawings and design materials as provided in the Agreement.
- d. Each subcontract shall acknowledge the Owner's right to suspend or terminate the Agreement, and waive any right to anticipate profits in the event of such termination.
- e. Each subcontract shall include language assigning the subcontract to the Owner in the event Owner terminates Contractor. The assignment shall be effective at Owner's discretion. The Contractor hereby assigns to the Owner each Subcontract entered into by Contractor for performance of any part of the Work provided that:
 - i. The assignment is effective only after: the Owner's termination of the Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) **Section 00700-6.7, Owner's Right to Terminate Contract**;
 - ii. The assignment is effective only for the Subcontracts which the Owner expressly accepts by notifying the Subcontractor in writing;
 - iii. The assignment is subject to the prior rights, if any, of the Surety, where the Surety exercises its rights to complete the Contract;
 - iv. After the effectiveness of an assignment, the Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by the Owner to evidence and confirm the effectiveness of the assignment to the Owner;
 - v. Nothing in this paragraph shall modify or limit any of the Contractor's obligations to the Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract; and
 - vi. The Owner may accept the assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with the Contractor and may not be withdrawn.

The removal and/or substitution of any subcontractor listed in **Section 00430, Designation of Subcontractors**, shall be made by the Contractor and Owner as provided for in Public Contract Code Section 4100 et. seq. The Contractor attention is directed to Public Contract Code Section 6109 which prohibits an ineligible subcontractor from bidding and working on a public works project, and to Labor Code Section 1771.1 which requires that all subcontractors be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5 as a precondition for bidding on, or being awarded a contract for public work.

4.2 Contractor's Representative

Only the Project Manager named in the Contractor's Bid **Section 00420-B, Certification of Bidder's Experience and Qualifications**, or an equally qualified alternate approved by the Owner, will be permitted as the Contractor's on-site authorized representative. The Contractor shall confirm in writing, before starting work, the authorized representative who shall be qualified for the duties required and have complete authority to represent and to act for the Contractor. Said authorized representative has the authority to act in matters relating to the Contract, shall be personally present at the Project site at all times while work is actually in progress on the Contract. During periods when the Work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required. The Contractor's authorized representative shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities. All communications to and from the Contractor's authorized representative shall be binding as if given to or by the Contractor.

Contractor shall provide their authorized representative's contact information which shall include the representative's name, office street address, office telephone number, mobile phone number, home phone number, email address and the office mailing address if different from the street address.

The Contractor's authorized representative shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative is not personally present on the Work, the representative shall at all reasonable times be represented by a competent designated alternate, superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to its authorized representative.

The Contractor's authorized representative shall not be replaced without the Owner's express written permission. Furthermore, the Owner shall have the authority to remove the Contractor's authorized representative from the Project at any time.

4.3 Use and Protection of Owner's Site and Adjacent Property

- 4.3.1 With the approval of the Construction Manager, the Contractor may use portions of the Owner's site for storage of construction equipment, materials and field offices provided the Contractor does not interfere with Agency operations. The Contractor will not be allowed to unreasonably encumber the Site or adjacent areas with its materials and/or equipment. The Owner will not accept any responsibility for damage to or loss of the Contractor's equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor or where the Owner cannot provide the space to the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.
- 4.3.2 All workers or representatives of the Contractor, subcontractors or suppliers are admitted to the Site only for the proper execution of the Work and have no tenancy without the express written permission of the Owner. Furthermore, no persons may occupy property owned by the Owner outside the limit of the Work, as indicated on the drawings, without the express written permission of the Owner.
- 4.3.3 The Contractor shall enforce any instructions from the Owner or Construction Manager regarding combustible materials, placement of signs, danger signals, barricades, radios, noise, dust, and smoking. Upon completion of the Work, the Contractor shall remove all temporary barricades, signs and related materials.
- 4.3.4 The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor's excavations or other operations connected with the Work. Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Construction Manager to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures taken by the Contractor. Upon request of the Construction Manager, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by completion of the Work.
- 4.3.5 The Contractor shall take all necessary precautions to protect existing facilities against the effects of all weather and environmental elements and Contractor shall be strictly liable for failure to protect any facility.

- 4.3.6 All existing improvements and facilities shall be protected from any damage resulting from the operations, equipment or workers of the Contractor during the entire Contract Time.
- 4.3.7 The Contractor shall take all steps necessary to protect all structures, buildings, land and other facilities from fires and sparks originating from the Work. The Contractor shall comply with all laws and regulations regarding fire protection and shall comply with all instructions given by the fire department with jurisdiction.
- 4.3.8 Any damage to existing conditions, or to any other improvement or property above or below the ground surface, whether public or private, arising from the Contractor's operations or performance of the Work shall be repaired within forty-eight (48) hours by the Contractor without expense to the Owner, unless disruption of the Owner's operations or creation of a safety hazard has occurred, in which case damage will be repaired immediately. Any delays to the project completion times caused by such repairs shall be considered non-compensable and no further extension of the Contract Time will be granted therefor. Should the Contractor not be timely in repairing damage caused by its operations or performance, the Owner shall take steps to protect property and life, in its sole discretion, and deduct entire cost of such work from the next payment due the Contractor. No prior notice to the Contractor shall be necessary for the Owner to take such action.

4.4 Fees and Permits

The California Environmental Quality Act (CEQA) (Public Resources Code, Sections 21000 and following), may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provision of those statutes in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays in the Work. In the event that the Owner has obtained permits, licenses, or other authorization applicable to the work in conformance with the requirements of CEQA, the Contractor shall comply with the provisions of these permits, licenses, and other authorizations. The requirements for fees and permits are specified in **Section 01090-2.0, Fees and Permits**.

4.5 Compliance with Laws

The Owner is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein and will be complied with by the Contractor.

The Contractor shall, at its own cost and expense, observe and keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws

and City and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Contract, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, and defend the Owner, the Construction Manager, the Engineer, and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, employees, or its subcontractors.

Attention is directed to the following specific regulations and requirements that are included in the Contract Documents. This list of regulations is not warranted to be complete and the burden of ascertaining legal requirements that must be satisfied shall rest solely with the Contractor.

4.5.1 Prevailing Wage Rates - Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the applicable prevailing rate are on file in the Owner's office. These rate determinations may also be found on the State of California Department of Industrial Relations' (DIR) website. Prevailing wage rates may also be found at <https://www.dir.ca.gov/OPRL/> and is based on the first date this bid was advertised. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

1. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
2. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

3. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed. Contractors are reminded that compliance with Labor Code Sections 1777.5, 1777.6, 1777.7 and appropriate regulations about the employment of apprentices apply to any project when the bid price equals or exceeds \$30,000 and will apply to all subcontractor and subcontractors regardless of the value of those subcontracts.
4. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to the Agency, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment. Certified payroll information for this project shall be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than

\$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those contractors who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
11. The Owner may require that all certified payroll information, including all additional labor compliance documents, be submitted through the use of LCPtracker. In those instances, hard copy payrolls and eCPRs are not acceptable. No additional cost or reimbursement shall be paid to the Contactor to comply with this requirement.

The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

- 4.5.2 Workday - In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours labor shall constitute a days’ work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the Work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulation Title 8, Group 3, Section 16200(a)(3)(F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this Contract, which record shall be open at all reasonable hours for the inspection of the Owner or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the Owner, the sum of Twenty-Five and No/100 Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of these provisions.

- 4.5.3 Apprentices - Prior to commencing the Work, Contractor shall comply with the provisions of Labor Code Section 1777.5, including but not limited to the submission of contract award information to an applicable apprenticeship program that can supply apprentices to the site of the Work. Such information shall include an estimate of journeyman hours to be performed under this Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall be submitted to the Owner if requested by the Owner's Representative.

A determination by the Chief of the Division of Apprenticeship Standards that Contractor or its subcontractors have knowingly violated Labor Code Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. Contractor or its subcontractor, who knowingly commits a second or subsequent violation of Labor Code Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Upon the receipt of a determination that a civil penalty has been imposed by the Chief of the Division of Apprenticeship Standards, the Owner shall withhold the amount of the civil penalty from the next progress payment then due or to become due Contractor.

- 4.5.4 Certified Electricians - Workers performing work for an electrical contractor installing, constructing, or maintaining any electrical system covered by the National Electrical Code shall be certified as a General Electrician per California Labor Code Section 3099.

- 4.5.5 Receipt of Workers' Wages, Fee for Registering or Placing Persons In Public Works - Attention is directed to the provisions of Sections 1778 and 1779 of the California Labor Code, which reads as follows:

Section 1778. "Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for its own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."

Section 1779. "Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the state, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

- 4.5.6 Labor Discrimination - Contractor shall abide by all federal and state laws preventing discrimination in the employment of persons upon public works and shall ensure by appropriate contract provisions that all subcontractors are similarly obligated to comply with all such laws. These laws include, but are not limited to the following. California Labor Code Section 1735 which provides that "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."
- 4.5.7 Workers' Compensation Insurance - The provisions of **Section 00800-2.1.2, Workers' Compensation Insurance**, shall be considered as repeated herein.
- 4.5.8 Certified Electricians - Workers performing work for an electrical contractor installing, constructing, or maintaining any electrical system covered by the National Electrical Code shall be certified as a General Electrician per California Labor Code Section 108.
- 4.5.9 Lateral and Subjacent Supports - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law. As provided in Labor Code Section 6707, a separate bid item is provided for costs of shoring and bracing of excavations five feet or more in depth.
- 4.5.10 Safety Standards - The Contractor shall comply with all applicable provisions of the Safety and Health Regulations of Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be the Contractor's sole responsibility, and neither the Owner, the Construction Manager nor the Engineer shall have any liability for non-compliance. See **Section 00700-4.7, Safety**, for additional safety requirements.
- 4.5.11 Asbestos Related Work - All work involving asbestos containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.
- 4.5.12 Public Records Act - Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Owner's business, including information submitted by the Contractor ("Records"), shall become the exclusive property of Owner and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 7920 et. seq.). The Owner's use and disclosure of its records are governed by this

Act. The Owner will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by the Contractor to Owner.

Contractor, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action brought or instituted by Contractor opposing disclosure of Records and shall indemnify and hold Owner harmless from all costs and expenses including attorney's fees and costs of litigation in connection with any such action.

Owner will have no liability to Contractor or Contractor's privity concerning disclosure of records in accordance with the California Public Records Act or other applicable law or in accordance with the direction of any competent authority, and Contractor, on behalf of itself, and its privities waives, releases and fully discharges such liability.

- 4.5.13 Audit and Examination of Records - The Owner may examine and audit at its own cost and expense all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Work related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or Contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other Work related data. The Contractor will make available all such Work related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Work related data may be kept until three years after final payment under the Contract. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract will be subject to the examination and audit of the State Auditor, at the request of the Owner, or as part of any audit of the Owner, for a period of three (3) years after final payment under the Contract.

4.6 Compliance with Environmental Laws

During construction, the Contractor shall comply with all pertinent requirements of Federal, State and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations. Specific requirements are further specified in **Section 01090, Regulatory Requirements and Permits**, and **Section 01360, Environmental Controls**.

4.7 Safety

- 4.7.1 General Safety, Health and Environment - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (CalOSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility shall be followed by the Contractor.

No provision of the Contract Documents shall act to make the Owner, the Construction Manager, Engineer or any other party than the Contractor responsible for safety. The Contractor agrees that for purposes of California Labor Code Section 6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this contract will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this contract and that neither the Owner nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for having hazards corrected and/or removed at the location(s) where the work is to be performed. The Contractor agrees that neither the Owner nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the work to be performed under this contract and the location(s) where such work is to be performed, the Contractor will be responsible for not creating hazards, and for having hazards corrected and/or removed. The Contractor agrees that through the safety obligations contained in this contract and the Contractor's own inspection of the site(s) where the contract work is to be performed, the Contractor is aware and has been notified of the hazards to which the Contractor's employees may be exposed in the performance of contract work. The Contractor has taken and/or will take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers. The Contractor agrees that neither the Owner nor the Construction Manager, Engineer or their respective officers, officials, employees, agents or volunteers or other authorized representatives will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities acting pursuant to this contract.

The Contractor shall indemnify, defend and hold Owner and Construction Manager, Engineer and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning

liability related to the Contractor's safety obligations in accordance with **Section 00800-2.1.6, Indemnification**.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the Owner. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project within twenty-four hours (24). Incident follow-up paperwork, including an Accident Investigation and Corrective Action Report, will be provided to OWNER within seventy-two (72) hours of the incident or Owner has the right to stop the Contractor from continuing work. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

- 4.7.2 Stop Work Authority - The Owner and Contractor both have the authority and the responsibility to stop work at any time to protect their respective safety and health, the safety and health of everyone around them, and that of the environment. If Contractor sees anything that raises a safety concern, Contractor is authorized to STOP WORK IMMEDIATELY until that activity can be further evaluated and completed safely.
- 4.7.3 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work, the Contractor shall file with the Construction Manager a written Contractor Safety Program that provides for the implementation of all the Contractor's safety responsibilities in connection with the Work at the Project site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Project site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors performing the Work at the Project site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Project site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7.

The Contractor's compliance with requirements for safety and/or the Construction Manager's acceptance for filing of the Contractor's Safety Program shall not relieve or

decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

Contractor shall submit **Form 01999-28, Safety Checklist** in accordance with **Section 01330, Submittal Procedures**, including document name and page number, prior to starting Work and in accordance with Notice to Proceed.

- 4.7.4 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Project site and for developing and implementing safety training classes for all job personnel. The Owner shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the Owner to ensure the Contractor performs its work safely.

- 4.7.5 Safety and Protection - The Contractor shall take all necessary precautions to prevent damage, injury, and loss to:

- A. All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, wetlands, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization

directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

4.7.6 Construction Activity Permits - The Contractor must submit a copy of its respective current DOSH permit before beginning work on any the following construction activities:

- A. Construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.
- B. Construction of any building, structure, scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- C. Demolition of any building or structure, or dismantling of scaffolding or falsework more than three stories high or the equivalent height (36 feet).
- D. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

4.7.7 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose a tort liability on the Owner, the Engineer, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.7.8 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

- 4.7.9 Safety Violations - Should the Contractor fail to correct an unsafe condition, the Owner shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the work in question can be stopped in accordance with **Section 00700-6.6.1, Suspension of Work** until the condition is corrected to the satisfaction of the Owner. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Owner shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.

The Owner shall have the authority to require the removal from the project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur.

- 4.7.10 Hazardous Materials Compliance - Contractor will submit to OWNER for review and approval, a hazard communications plan and safety data sheets for all hazardous materials that will be provided by Contractor and its lower-tier contractors, at least two (2) days before delivery, or planned use of the material at the Work Site. Contractor shall be responsible for coordinating the exchange or delivery of safety data sheets or other hazard communication information, for which it is responsible and that is required to be made available to, or exchanged between or among, employers at the Work Site, in accordance with applicable law. Contractor will ensure that all personnel that could have potential exposure to these hazardous materials be properly notified and trained per regulatory requirements.
- 4.7.11 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Owner-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Fall protection safety systems and anchorage points must be installed per manufacturer's specifications. Contractor is required to certify anchorage strength requirements prior to mounting fall protection in place to anchoring unit. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.
- 4.7.12 Confined Spaces - The Project requires work in confined spaces and requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this Section shall be as defined by the Division of Industrial Safety. Work within confined spaces of this project is subject to the definitions and applicable provisions of Section

5156 et. seq., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition, the Owner classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are "permit" confined spaces as defined by OSHA and Cal/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the contractor that meets the requirements of 8 C.C.R. Section 5157. While the above-mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- A. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- B. Exposure to atmosphere containing insufficient oxygen to support human life.
- C. Exposure to combustible, flammable and/or explosive atmosphere.
- D. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- E. Work in conditions where engulfment or entrapment may occur.
- F. Work in environments which may be slippery and/or have uneven work surfaces.
- G. Work in structures which have limited and/or restricted access and egress.
- H. Work in structures where workers may trip, slip and/or fall several feet.

4.7.13 Public Safety and Convenience - The Contractor shall conduct his work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

4.7.14 Work Rules and Site Security - Contractor shall comply with and enforce applicable job work rules and any job site security requirements, as set forth in the Injury and Illness Prevention Plan and Contract. Contractor shall erect and properly maintain, as required by the conditions and progress of the Work, necessary safeguards to include fencing, demarcation, and warning signage for the protection of workers and the public.

4.7.15 Submission of Safety Reports

1. If requested, Contractor will submit to OWNER a monthly report that includes man-hours worked during the prior period, the Total Recordable Incident Rate for injuries during the period, and the Days Away from Work Rate for Contractor's operations and those of its lower-tier contractors.
2. If requested, Contractor will submit to OWNER bi-weekly records of tailgate meetings.
3. If requested, Contractor will submit to OWNER weekly copies of safety inspections and audits conducted by the Contractor's Safety Representative.

4.7.16 Final Safety Inspection of Completed or Partially Completed Facility - Prior to the Owner accepting any area of the Work for the Owner's beneficial use, the Contractor shall employ a safety consultant and/or use Cal/OSHA safety consultation services to inspect the completed facility for safe operation. The safety inspection costs shall be borne by the Contractor and included in Contractor's bid. The Contractor is to submit a copy of the safety inspection report to the Construction Manager for review. Upon review, the Construction Manager will issue the Contractor a Field Directive to address safety deficiencies or recommendations outlined in the report. If the Contractor is satisfied with Field Directive and does not request change in Contract Sum or Contract Time, then Field Directive shall be executed without a Change Order. Depending on the findings found in the safety inspection report, the Owner may not accept the area of the Work for beneficial use until the Contractor has completed or corrected the items listed in the Construction Manager's Field Directive for safe operation by the Owner.

4.7.17 Hot Work - For the purposes of this Section "Hot Work" means any riveting, welding, flame cutting or other fire- or spark-producing operation, as well as any Work involving burning, welding, grinding, or similar operations having the potential to cause sparks or overheating.

Any Work performed by the Contractor that involves Hot Work requires the Contractor to have a Fire Prevention Plan and Hot Work Permit Procedures in place prior to performing the Work. The Contractor's plan(s) shall be in accordance with the Agency's Fire Prevention Plan and Hot Work Program, attached hereto as Appendix B, and be consistent with Cal/OSHA requirements. The plan(s) shall address potential fire hazards, potential ignition sources and their control, hot work permit requirements and procedures, and the types of fire protection equipment to be used to control a fire. The Contractor shall include its Fire Prevention Plan and Hot Work Permit Procedures in their submitted Safety Plan, or may indicate that the Contractor will adopt the Agency's Plans and follow them in their entirety.

The Agency utilizes a Hot Work permitting system to ensure appropriate safety precautions are taken prior to beginning Work that involves Hot Work. This applies to any Work that has the potential to start a facility or structure fire or a wildland fire. All Work performed under an issued Hot Work permit will require the Contractor to assign a

specific person designated as “Fire Watch” to ensure that errant sparks do not cause a fire or explosion. This person will be responsible for observing the Work and Work area, will be trained and equipped to respond to any start of small fires, and can call for help in an emergency should a fire start. This person shall also remain at the site for the entire duration of time that Hot Work is being performed, shall not be assigned to any other duties, and shall be required to remain at the Work location for at least thirty (30) minutes beyond the completion of Hot Work.

The Contractor will not be permitted to start the Work until the Agency Construction Manager has received a copy of the Contractor’s Hot Work permit. It is the Contractor’s responsibility to coordinate the issuance of the permit at least twenty-four (24) hours in advance of the planned start of the associated Work.

Hot Work permits that have been issued will be cancelled by the contractor under any of the following conditions:

- A. The operation has been completed.
- B. An unsafe condition develops during the operation causing stoppage of the work.
- C. An inactive period of more than two (2) hours elapses.
- D. The end of the work shift.
- E. If conditions change after the issuance of the permit.

4.8 Provisions for Handling Emergencies

It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor’s designated representative and designated emergency alternates.

4.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in **Section 01140-3.1, Work Hours**. Such work may be required due to project and/or operational constraints as defined in **Section 01110, Summary of Work**, or if emergencies arise as provided for in **Section 00700-4.8, Provisions for Handling Emergencies**. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. For work outside

of the normal working hours, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the Work, except for authorized work performed outside of the Contract requirements.

4.10 Cooperation with Other Contractors

This Subsection shall serve as notice to the Contractor that the Owner may let other contracts for other work at or near the site of this work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Contract, the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Construction Manager.

Section 01140-2.4, Work By Others, indicates anticipated other potential construction activities within or adjacent to work to be performed in this Contract.

5.0 Control of Work and Material

5.1 Means and Methods

The means and methods adopted by the Contractor shall be planned and executed to produce the highest grade quality of work and will enable the Contractor to complete the Work in the time agreed upon. The Owner and Construction Manager shall not supervise, direct, or have control over, or be responsible for, Contractor's means and methods of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work. However, if at any time the means and methods appear inadequate or of inferior quality, the Construction Manager may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such order; failure of the Construction Manager to order such improvement of methods of efficiency will not relieve the Contractor from its obligation to perform satisfactory work and to finish the Work in the time agreed upon.

Subject to the Contract Times specified in the Contract Documents, the Contractor is solely responsible for planning and scheduling the means, methods, and appliances to address weather conditions that may occur during the course of the Work. The Contractor

is solely responsible for all costs to address such means, methods, and appliances and for the direct and indirect costs resulting from weather conditions.

5.2 Contractor's Responsibility for Work

Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or 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 of the above causes before final acceptance and shall bear the expense, except such injuries or damages occasioned by the acts of the Federal government or acts of war.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the work as previously specified and shall also be responsible for all materials delivered to the work. Where necessary to protect the work from damage, the Contractor shall, at his own expense, provide suitable drainage of the worksite and erect such temporary structures as necessary to protect the work from damage during any period of suspension of work.

The Contractor shall provide twenty-four (24) hour emergency service for all maintenance and operations of the work specified and shall supply the Agency with the name and phone number of the responsible person. Emergency service shall be within thirty (30) minutes from the time of notification. If the Contractor fails to provide this service, the Agency shall perform such emergency service and the cost thereof shall be deducted from the next Progress Pay Estimate due the Contractor.

5.3 Character of Workers

Only competent superintendents, forepersons and workers shall be employed on the Work by the Contractor and its Subcontractors at all tier levels. The Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other illegal drugs/controlled substance, or is, in the opinion of the Contractor or Construction Manager, unfaithful, disorderly or profane, dangerous, abusive, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the Owner, its officers, officials, employees, agents, and volunteers, the Engineer, the Construction Manager, and their partners, officers, employees, agents or any of its officers or representatives.

5.4 Supply of Sufficient Workers

The Contractor shall at all times employ qualified workers sufficient to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the Contract Time(s). This obligation shall remain in full force and effect notwithstanding disputes or claims of any type. At any time during the progress of Work, should Contractor directly or indirectly (through subcontractors), refuse, neglect, or be unable to employ a sufficient number of qualified workers to prosecute the Work as required, then the Owner may require the Contractor to accelerate the Work and/or furnish additional qualified workers as Owner may consider necessary, at no cost to Owner.

If Contractor does not comply with the notice within five (5) days of date of service thereof. Owner shall have the right (but not a duty) to provide qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents, the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

Exercise by Owner of the rights conferred upon Owner in this **Section 00700, General Conditions** is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in **Section 00700-5.4, Supply of Sufficient Workers** and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon Owner under **Section 00700-5.4, Supply of Sufficient Workers** are cumulative to Owner's other rights under any provision of the Contract Documents.

5.5 Materials and Workmanship

Unless otherwise indicated in these Specifications, or favorably reviewed by the Engineer, materials and equipment for the construction work shall be the best grade in quality of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in the best workmanlike manner, obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified.

All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Construction Manager may direct. All materials and workmanship of whatever

description shall be subjected to the inspection of, and rejection by, the Construction Manager if not in conformance with the Contract Documents.

Unless otherwise stipulated in the Contract Documents, any defective material or workmanship, or any unsatisfactory or imperfect work which may be discovered before the final acceptance of the work or within one (1) year thereafter, shall be corrected immediately upon the receipt of notice from the Owner, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

5.6 Use of Materials Found on the Project Site

The Owner does not warrant the suitability of any native material on the Project Site for use in the Project. The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material as may be found on the Project Site and deemed suitable in the opinion of the Engineer. The Contractor shall replace at his own expense all of that portion of the material so removed and used with other suitable material. No charge for native materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from any roadway location that is not within the excavation, as indicated by the slope and grade lines shown on the Contract Drawings, without written authorization from the Engineer.

5.7 Existing Utilities

- 5.7.1 General - The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.

The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

- 5.7.2 Utility Location - It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation or time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Section.

The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the Owner's utilities located on the Owner's property and not on public right-of-way.

A "High Priority Subsurface Installation" is defined in Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60 psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

A "Subsurface Installation" is defined in Section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."

Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than fourteen (14) calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe when required by the Owner, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify the Construction Manager in advance of this meeting.

- 5.7.3 Utility Relocation and Repair - If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply a method for correcting said interferences in accordance with the responsibilities of this Section and Government Code Section 4215.

Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

The Owner shall compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunkline utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in **Section 00700-7.1, Change Orders**. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with **Section 01325-5.0, Time Impact Analysis**.

The public utility, where they are the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

When the Contract indicates that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

All Underground Services Alert (USA) markings on concrete or asphaltic pavement or other structures shall be removed by the Contractor when they are no longer required. Acceptable means of removal include sand blasting or high pressure water blasting.

5.8 Surface Restoration

Surface restoration shall be defined as that work necessary to restore the excavated area above backfill and the scarred surrounding work areas to a condition equivalent to or better than existed prior to the construction. This may include pavement replacement, seeding, shrub and plant replacement, and restoration of ditches and drainage areas.

The replacement of grass and/or wildflowers shall be accomplished by seeding. The kind and type of seed is to be determined by the Engineer. Replacement of plants and shrubs shall be required where the easement travels through a developed parcel. In this case the Agency or Developer and Contractor shall agree before proceeding as to which plants and shrubs shall be saved or replaced.

The restoration of excavation areas shall include measures to prevent surface erosion of the area. This shall include seeding, cutoff walls, surface header boards, water bars, interceptor dikes, gravel filter dikes, or rip rap energy dissipaters. These measures shall be used as required to prevent surface erosion.

5.9 Disposal of Materials

Unless otherwise specified in the Contract Documents, the Contractor shall make arrangements for disposing of materials. Excess excavated material not required for backfill or other uses under the Contract Documents shall be disposed of legally by the Contractor.

When any materials, including excess of unsuitable excavated earth or other roadway materials are to be disposed of outside the right-of-way, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and shall file said permit or certified copy together with a written release from the property owner absolving the Agency from any and all responsibility in connection with the disposal of material on said property. Before any material is disposed of on said property, the Contractor shall obtain permission from the Engineer to dispose of the material at the location designated in said permit.

Unless otherwise provided in the Supplementary General Conditions, full compensation for all costs involved in disposing of materials as above specified, including all costs of overhaul, shall be considered as included in the prices paid for the various Contract items of work and no additional allowance will be made.

6.0 Progress of the Work

6.1 Commencement of Work

Within thirty (30) calendar days after receipt of the required bonds and evidences of insurance and the executed Agreement from the Contractor, written Notice to Proceed will be given by the Owner to Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and the Owner shall not be obligated to accept or pay for work performed by the Contractor, prior to Notice to Proceed. The Contractor shall provide the required Contract bonds and evidences of insurance prior to Notice to Proceed and commencing work at the site.

The Contractor shall commence execution of the Work covered by this Contract within ten (10) calendar days after the date established in the Notice to Proceed for the commencement of Contract Time.

The Contractor shall give the Construction Manager written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work which may be caused by its failure to give such notice.

6.2 Contract Time

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The counting of Working or Calendar Days shall begin three (3) Calendar Days from the Notice to Proceed date. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the times specified in **Section 00800-1.1, Times Allowed for Completion**. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the work.

6.3 Delays

6.3.1 **Notice of Delays** - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

6.3.2 **Non-Excusable Delays** - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers

to protect the Work. The Contractor shall receive no compensation or time extension for such delay.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Owner and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers to protect the Work. The Contractor shall receive no compensation for such delay unless such delay also qualifies for compensable dollars.

- A. Abnormal Delays - Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall not be considered as excusable delays except insofar as they prevent the Contractor from proceeding with at least seventy five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- B. Weather Delays - Inclement weather conditions or the conditions resulting from weather shall not be considered as excusable delays unless they prevent the Contractor from proceeding with seventy five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, and unless such delays exceed the monthly Weather Days Allowance as defined in **Section 00800, Supplementary General Conditions**, and **Section 01325, Progress Schedules and Reports**.
- C. Material Shortages - Upon the submission of satisfactory proof to the Owner by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Owner that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor or its subcontractors and prevent the Contractor from proceeding with at least seventy-five (75) percent of the

normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):

- A. Delays due solely to the actions and/or inactions of the Owner.
- B. Delays due to differing site conditions as defined in **Section 00700-7.2, Differing Site Conditions**.
- C. Delays due to other Contractors employed by the Owner who interfere with the Contractor's prosecution of the Work as defined above.

6.3.5 **Concurrent Delays** - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in **Section 00700-6.3.2, Non-Excusable Delays**, **Section 00700-6.3.3, Excusable Delays**, or **Section 00700-6.3.4, Compensable Delays**. During such concurrent delays periods, time extensions will be granted in accordance with **Section 00700-6.4, Time Extensions**; however, the Contractor will be granted a non-compensable time extension, and the Owner shall not assess its actual costs as defined in **Section 00700-6.4.1, Non-Excusable Delays**.

6.4 Time Extensions

6.4.1 **Non-Excusable Delays** - The Owner, at its sole option, may grant an extension to milestone or completion dates for non-excusable delays. If the Owner grants an extension of time for non-excusable delays, the Contractor agrees to pay the Owner's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 **Excusable or Compensable Delays** - If the Contractor is delayed in the performance of its work as defined in **Section 00700-6.3.3, Excusable Delays**, or **Section 00700-6.3.4, Compensable Delays**, then milestone and Contract completion dates may be extended by the Owner for such time that, in the Owner's and Construction Manager's determination, the Contractor's completion dates will be delayed, provided that the Contractor strictly fulfills the following:

- A. The Contractor shall provide notification, in accordance with **Section 00700-6.3.1, Notice of Delays**, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of **Section 01325-5.0, Time Impact Analysis**.
- B. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

- C. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to **Section 00700 6.3.3.B, Weather Delays**, over and above the Weather Day Allowances provided for in **Section 00800-1.3, Weather Days**. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance. The provisions of articles A and B above also apply to Weather Delays. Both the use of the Weather Day allowance and the granting of additional days to the Contract due to weather require an actual impact to the critical path as defined below and in **Section 01325, Progress Schedules, Reports and Submittals**.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the Work within the time specified in the Contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the Owner liquidated damages in accordance with **Section 00700-6.5, Liquidated Damages**.

- 6.4.3 **Extended Overhead** - The Contractor shall be reimbursed for extended overhead expenses for periods of time when the Work is delayed as defined in **Section 00700-6.3.4, Compensable Delays**. However, no reimbursement for extended overhead shall be made for compensable delays which occur during a concurrent delay as defined in **Section 00700-6.3.5, Concurrent Delays**. No reimbursement for extended overhead shall be made for delays caused by the performance of work compensated as extra work under **Section 01350-2.4, Field Order - Force Account Work**. Delays caused by the performance of force account work shall be understood as days when performance of force account work is on the Project Critical Path. As to such delays, it is understood and agreed that the Force Account Markups set forth in **Section 01350, Contract Modification Procedures** shall constitute full and complete compensation for all extended overhead costs (site and home office overhead) incurred as a result of said Force Account work.

Payment to the Contractor for extended overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the expiration of the original Contract period and any time extensions granted other than compensable time extensions.

6.4.3.1 Extended Field Overhead - For those allowable delay periods as defined in **Section 00700-6.4.3, Extended Overhead**, the Contractor shall be reimbursed for its extended field overhead based on:

- A. Actual invoice costs for on-site field offices and temporary utilities as described in **Section 01500, Construction Facilities and Temporary Controls**.
- B. Actual labor costs, as determined consistent with **Section 01350-3.0, Cost Determination**, for field office staff.
- C. Fair rental values acceptable to the Construction Manager as described in **Section 01350-3.0, Cost Determination**, for construction equipment idled due to the delay.

6.5 Liquidated Damages

- 6.5.1 Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in **Section 00800-1.1, Time Allowed for Completion**, plus any extensions thereof allowed in accordance with **Section 00700-6.4, Time Extensions**. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its contract obligations that have accrued by the times for completion as specified in **Section 00800-1.1, Time Allowed for Completion** herein.
- 6.5.2 It is therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the Owner liquidated damages in the amount set forth in **Section 00800-1.2, Damages for Delays**, per day for each and every calendar day that expires after the times for completion specified in **Section 00800-1.1, Time Allowed for Completion** herein and/or as specified for completion of any scheduled operations or works described in **Section 00800-1.2, Damages for Delays** except as otherwise provided by extension of time pursuant to **Section 00700-6.4, Time Extensions**. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that the Owner may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.
- 6.5.3 Liquidated damages will continue to accrue at the stated rate until the completion of any milestones, scheduled operations, substantial completion of total project and final completion of total project, all as set forth in **Section 00800-1.1, Time Allowed for Completion**. Accrued liquidated damages may be deducted by the Owner from amounts due or that become due to the Contractor for performance of the Work. Liquidated damages may not be waived or reduced by the Owner unless expressly waived or reduced in writing by the Construction Manager.

6.6 Owner Suspension of Work

- 6.6.1 If the Contractor fails to correct defective work as required by **Section 00700-5.5, Materials and Workmanship**, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Owner, by a written order of the Owner's representative or signed personally by an agent specifically so empowered by the Owner, in writing, may order the Contractor to stop the work, in its entirety or any portion thereof. In the event of a suspension of only a portion of the work, the Contractor is obligated to perform the portion of the work not suspended. The Suspension of Work shall remain in effect until the condition or cause for such order has been eliminated. The Owner's concurrence that the condition or cause has been eliminated will be provided to the Contractor in writing. This right of the Owner to stop and suspend the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Owner.
- 6.6.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Owner may perform such work and the cost thereof may be deducted from partial payments and/or final payment due the Contractor under the Contract.
- 6.6.3 The Owner shall also have authority to suspend the Work wholly or in part, for such period as the Owner may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the Owner shall comply with the provisions in **Section 00700-6.6, Owner Suspension of Work**, above. Such additional work shall be compensated as provided for in **Section 00700-7.0, Changes in the Work**.

6.7 Owner's Right to Terminate Contract

- 6.7.1 Termination for Default - If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any authorized extension thereof, or fails to perform the Work in a manner required by the Contract Documents and/or industry standards, or fails to complete such Work within such time as required under the Contract Documents or, if

the Contractor should be adjudged as bankrupt, or is otherwise deemed insolvent by the Owner based on good cause and is unable to proceed with the Work, or if the Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if the Contractor files a petition to take advantage of any debtor's act, or should any Subcontractor violate any of the provisions of the Contract, or if the Contractor should persistently or repeatedly refuse or fail, except in cases for which an authorized extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if the Contractor should fail to make prompt payment to Subcontractors for material or labor, or if the Contractor should persistently disregard laws, or instructions given by Owner, or if the Contractor otherwise substantially fails to fulfill its obligations under the Contract Documents, the Owner may, without prejudice to any other right or remedy, serve written notice upon the Contractor and Sureties of the Owner's intention to terminate the Contractor's performance under the Contract. Said notice shall contain the reasons for such intention to terminate the Contractor's performance under the Contract, and unless, within ten (10) days after the service of such notice, such violations cease and/or satisfactory arrangements for the corrections thereof have been made, the Owner may terminate Contractor's performance under the Contract and the Contractor shall not be entitled to receive any further payment until the Work is finished.

In the event of any such termination, The Owner shall serve written notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Contract. However, if the Surety, within five (5) days after the service of a notice of termination, does not give the Owner written notice of its intention to take over and perform the Contract, and if it serves such notice of its intent to take over and perform the Contract and does not begin performance thereof within fifteen (15) days from the date of serving said notice, the Owner may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Sureties and/or Contractor shall be liable to the Owner for any excess cost or other damage incurred by the Owner thereby. In such an event, the Owner may without liability for so doing, take possession of and utilize such materials, tools, equipment, supplies and other property belonging to the Contractor and/or assume assignment of any and all subcontracts for Subcontractors and/or Suppliers that may be on the worksite and be necessary to complete the Work. For any portion of such Work that Owner elects to complete by furnishing its own employees, materials, tools, and equipment, the Owner shall be compensated in accordance with the schedule of compensation for force account work as stated in **Section 01350, Contract Modification Procedures**.

If the Surety assumes the Contractor's terminated Work, it shall take the Contractor's place in all respects for that part and shall be paid by Owner for all Work performed by it in accordance with the terms of the Contract Documents. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Contractor hereby consents to assigning to the Owner and/or Owner's replacement contractor all subcontracts and other agreements of any and all subcontractors and/or Suppliers that may be on the worksite and/or may be necessary to complete the Work in the event of Termination for Default or Termination for Convenience, as set forth below. Contractor agrees to obtain, by way of a subcontract provision, the consent of each and every Subcontractor and/or Supplier for such assignment prior to the commencement of each such Subcontractor's and/or Supplier's work on the Project.

In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums Bid and the quantity of Work completed at the time of termination, less damages caused to the Owner by acts of the Contractor causing the termination, including but not limited to, all costs to the Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted Contractors or subcontractors utilized to complete the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner promptly upon demand. On failure of the Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by the Contractor or Surety within thirty (30) days following the mailing of a demand for such costs shall earn interest at the maximum rate authorized by California law.

The Contractor and the Owner agree that nothing in this Section is intended to create a right of either party to recover attorney fees as prevailing party in any lawsuit on this Contract.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies under law or in equity available to Owner.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a fire, flood, or other event which was not the fault of or was beyond the control of the Contractor, the Owner, after setting up a new performance schedule, may allow the Contractor to continue Work, or treat the termination as a termination for convenience, and the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

- 6.7.2 Termination for Convenience - The Owner may terminate the Contractor's performance under the Contract, either in whole or in part, at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority, or upon a determination that such termination is in the best interest and convenience of the Owner, or whenever the Owner is prohibited from completing the Work for any reason. The Owner shall provide no less than ten (10) days written notice of its intent to terminate the Contract for convenience, and shall provide the Contractor with consultation with the Owner prior to termination.

- A. Upon receipt of such written notice of termination, the Contractor shall:
1. Stop Work as specified in the written notice;
 2. Terminate all orders and Subcontractors except as necessary to complete Work which is not terminated;
 3. If directed in writing by the Owner to do so, assign all right, title and interest in subcontracts and materials in progress, in which case the Owner will have the right at its discretion to settle, or pay any or all Claims arising out of the termination of such Subcontractors, but in no event shall recovery by any Contractor include lost profits for uncompleted portions of Work;
 4. Deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been accumulated by the Contractor in performing this Contract whether completed or in process;
 5. Settle outstanding liabilities and Claims with the approval of Owner;
 6. Complete performance of such part of the Work as has not been terminated; and
 7. Take such other actions as may be necessary, or as may be directed by the Owner for the protection and preservation of the Project and/or property related to the Contract.
- B. Upon receipt of Owner's written notice of termination for convenience, and within a period of 30 to 60 days, as determined by the Owner at the time of termination, the Contractor shall submit to the Construction Manager a Termination Proposal which shall include, but is not limited to, the Contractor's estimated costs to be incurred by the Contractor as a result of the termination for convenience, and as allowed by the Contract Documents, including all documentation to support such costs; the status of the Work at time of termination; the status of termination of the Contractor's Subcontractor(s) and Supplier(s) agreement(s) including the amount of each said agreement, amount paid under each agreement up to the date of termination, and the amount that currently remains due and owing under each agreement for Work completed as of the date of termination, if any; a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Construction Manager; and any other information and/or documentation as required by Owner.

Upon receipt of Owner's written notice of termination for convenience, the Contractor shall submit to the Construction Manager a request for final payment pursuant to the contract document requirements. Such request shall be submitted promptly, but no later than sixty (60) days from the effective date of termination.

- C. The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Contract at time of termination, including the following:
1. Any actual costs incurred by the Contractor for restocking charges;
 2. The agreed upon price of protecting the Work in any manner, if any, as directed by the Owner;
 3. The cost of settling and paying Claims arising out of the termination of the Work under subcontract agreements or orders with the Owner's approval, as specified above, exclusive of the of the amounts paid or payable on account of goods delivered or Work furnished by Subcontractor prior to the effective date of the termination; and
 4. The Contract price allocable to the portion of the Work properly performed or goods supplied by the Contractor as of the date of termination, as determined in accordance with the Contract Documents, reduced by any sums previously paid to the Contractor.
- D. The Owner shall have the right to withhold any portion or the whole of the Final Payment under this provision in the event there are any outstanding Claims for compensation asserted by the Owner against the Contractor, or by any third party against the Owner which arises out of the Contractor's Work.

6.8 Contractor's Right to Stop Work or Terminate

- 6.8.1 Upon seven (7) days written notice to the Owner, the Contractor may terminate this Agreement for any of the following reasons:
- A. If the Work has been stopped for a one hundred eighty (180) consecutive day period due to:
 - 1) A court order or order of other governmental authorities having jurisdiction; or
 - 2) As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Contractor, materials are not available; or
 - B. If the Work is suspended by the Owner, without cause attributable to the wrongful acts of Contractor, for one hundred eighty (180) days.
- 6.8.2 The Contractor's exclusive remedy in the event of termination under **Section 00700-6.8, Contractor's Right to Stop Work or Terminate** shall be to recover from Owner payment on the same terms as provided in **Section 00700-6.7.2, Termination for Convenience** above resulting from a properly noticed termination for the specific reasons allowed for in this Section.

- 6.8.3 The provisions of **Section 00700-6.8, Contractor's Right to Stop Work or Terminate** are not intended to preclude the Contractor from making a Claim as provided for in the Contract Documents for an adjustment in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Section.

7.0 Changes in the Work

7.1 Change Orders

- 7.1.1 Without invalidating the Contract and without notice to sureties or insurers, the Owner through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. By the acceptance of a Change Order, the Contractor waives any claim for additional time, not included in the Change Order, for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.
- 7.1.2 Compensable extra work shall be that work required for the completed project, but not shown, detailed or specified in the Contract Documents and not constituting "incidental work " as defined in **Section 00700-1.4, Plans and Specifications**. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner through the Construction Manager, and no claim for an addition to the Contract Amount and/or Contract Time shall be valid unless so ordered.
- 7.1.3 In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Price, based upon the provisions of **Section 01350, Contract Modification Procedures**.
- 7.1.4 If the Contractor refuses to accept a Change Order, the Owner may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The Owner shall provide for an equitable adjustment to the Contract Price and/or Contract Time, and

compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with **Section 00700-7.3, Resolution of Disputes**.

7.2 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents.
- C. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work the Owner shall cause to be issued a change order under the procedures provided in **Section 00700-7.1, Change Orders**.

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, **Section 00700-7.3, Resolution of Disputes**.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required.

7.3 Resolution of Disputes

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Owner and Contractor. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the

Contractor and Owner the following provisions are provided for the resolution of disputes which cannot be resolved by the Contractor and Construction Manager.

- 7.3.1 **Notice and Contract Claim** - Either party shall provide verbal or written notice of disputed or potentially disputed work to the other parties' attention prior to the commencement of and sufficiently in advance of performing the disputed work to allow both parties joint initial review of the disputed work. If there is disagreement subsequent to the initial review, the Contractor shall formally request a Contract Interpretation by the Construction Manager in accordance with 00700-1.6. If the Contractor disagrees with the Construction Manager's decision in accordance with **Section 00700-1.6, Contract Interpretation** by the Construction Manager, or in any case where the Contractor deems additional compensation or a time extension to the Contract Time is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor may file a written "Contract Claim" with the Construction Manager within ten (10) days of receipt of the Construction Manager's contract interpretation such decision or, if the claim does not involve a Construction Manager contract interpretation decision, within ten (10) days after the date of the occurrence, event or circumstance giving rise to the claim. Additionally, if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation, a time extension, or both, notice shall be given to the Construction Manager prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with that work until so directed by the Construction Manager. A Contract Claim must (a) be in writing, (b) be labeled or clearly indicated as a claim under the Contract, (c) set forth in detail the reasons why the Contractor believes additional compensation or a time extension is or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim, and (d) include (or reference earlier provided) documents that support and substantiate the claim as to both entitlement and quantification of time, money, or both. A claim for purposes of this **Section 00700-7.3, Resolution of Disputes** means a separate demand by the Contractor for (a) a time extension (including a demand for relief from damages or penalties for delay assessed by the Owner under the Contract), (b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount the payment of which is disputed by the Owner. Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of **Section 00700-6.3, Delays**, and **Section 00700-6.4, Time Extensions**, are complied with. No claim filed after the date of final payment will be considered.

Unless a timely Contract Claim is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of a Contract Claim

is of great importance to the Construction Manager and Owner, and is not merely a formality. Such notice allows the Owner to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the work in question, shall not in any way be construed as proving the validity of the claim.

7.3.2 Resolution of Claims

7.3.2.1 All Claims will be processed and resolved pursuant to Public Contract Code Sections 9204 and 20104, as follows:

- (a) Owner Review of Claim. Within 45 days after receiving a complete Contract Claim, Owner shall review the claim and provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Owner will pay any undisputed portion of the claim within 60 days from the date of the written statement. If Owner fails to timely issue a written statement, then the claim shall be deemed rejected in its entirety.
- (b) Meet and Confer Conference. If the Contractor disputes the Owner's written statement or if the Contract Claim is deemed rejected, the Contractor may demand and the parties will conduct an informal conference to meet and confer regarding settlement in accordance with Section 9204, subsection (d)(2). Within 10 business days following the conclusion of the meet and confer conference, Owner shall provide Contractor a written statement identifying the portion (if any) of the claim remaining in dispute and any undisputed portion will be paid by Owner within 60 days after this written statement.
- (c) Non-Binding Mediation. Any remaining disputed portion of the claim shall be submitted to nonbinding mediation in accordance with Section 9204, subsection (d)(2).
- (d) Interest. Any amount not paid in a timely manner as required by this subsection shall bear interest at a rate of 7 percent per annum until paid.

The foregoing is a summary of Section 9204. In the event of any conflict between the summary and Section 9204, the statute will govern.

7.3.2.2 Lawsuit and Reference. If mediation is unsuccessful and all or parts of the Contract Claim remain in dispute, then the Contractor may pursue a lawsuit (with judicial reference) in accordance with the procedures set forth in **Section 00700-7.3.4, Records of Disputed Work** through **Section 00700-7.3.5, Submission of Claim Costs**. Any lawsuit under this **Section 00700-7.3.5, Submission of Claim Costs** will be subject to judicial reference in the same manner as under **Section 00700-7.3.4, Records of Disputed Work**.

- 7.3.3 Contract Work Pending Claim Resolution - Unless otherwise directed in writing by the Construction Manager, pending resolution of a claim under this **Section 00700-7.3, Resolution of Disputes**, the Contractor shall continue to diligently prosecute the Work in accordance with the Contract Documents and the instructions of the Construction Manager.
- 7.3.4 Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of all costs, including a summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Construction Manager on a daily basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.
- 7.3.5 Submission of Claim Costs - Within thirty (30) days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail, and should the Construction Manager be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. The Construction Manager shall have the right as provided in **Section 01350-5.0, Cost Pricing Data and Access to Records**, to review the Contractor's records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in **Section 01350, Contract Modification Procedures**.
- 7.3.6 Claim Meetings - From time to time the Contractor may request or the Construction Manager may call a special meeting to discuss outstanding claims should it deem this a means of possible help in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel, subcontractors and suppliers necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.
- 7.3.7 Tort Claims - The provisions of this **Section 00700-7.3, Resolution of Disputes** apply only to contract-based claims and they shall not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code title 1, division 3.6, part 3, chapters 1 (commencing with Section 900) and 2 (commencing with Section 910).

8.0 Payment

8.1 Basis of Payment

- 8.1.1 General - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made in case of loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

Full compensation for conforming to all of the provisions of the Contract Documents shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

- 8.1.2 Payment for Patents and Patent Infringement - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold the Owner, the Construction Manager, and Engineers, together with all their officials, officers, volunteers, agents, and employees harmless from and any and all suits and claims including claims for attorneys' fees, expert's fees and costs brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the Owner regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this Project.

- 8.1.3 Payment of Taxes - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after acceptance of the work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, including any taxes or assessments levied or increased during the performance period of the work. No separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

8.2 Partial Payments

- 8.2.1 General - In consideration of the faithful performance of the Work prosecuted in accordance with the Contract Documents, the Owner will pay the Contractor for all such work installed on the basis of unit prices and/or percentage completion of lump sum Bid Items. Amounts earned for lump sum work will be based on accepted Cost Breakdown (See **Section 01200, Measurement and Payment**).

Payments will be made by the Owner to the Contractor on estimates duly certified by the Contractor and recommended for payment by the Construction Manager, based on the Lump Sum or unit price value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the Owner and the Contractor.

The Contractor shall submit a completed and signed progress payment request form with its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the unit price schedule and accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with **Section 00700 8.2.2, Partial Payments - Inclusion of Materials on Hand**. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number.

Upon receipt of Contractor's requests for payment, the Owner shall act in accordance with the following:

- A. The Construction Manager shall review the submitted estimates, as soon as practicable after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare an estimate of the total amount of work done and acceptable materials and equipment on hand.
- B. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
- C. The number of days available to the Owner to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the Owner exceeds the seven (7) day return requirement set forth in subdivision above.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Construction Manager will be available to meet and discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms to the Construction Manager's evaluation, the Contractor shall submit to the Construction Manager a properly completed and signed progress payment request. The Construction Manager will submit the recommended progress payment request for the Owner's approval and processing. Payment will be made by the Owner to the Contractor in accordance with Owner's normal accounts payable procedures; the Owner shall retain amounts in accordance with **Section 00700 8.3, Right to Withhold Amounts**.

No such estimate or payment shall be required to be made, when in the judgement of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgement the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000).

Subject to the provisions of this Section, the Owner shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code Section 20104.50, if the Owner fails to pay an undisputed request for payment within the allotted thirty (30) days, the Owner shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

Each progress payment request and the final payment request shall be deemed "proper" only if it is submitted on the form approved by the Owner, with all of the requested information completely and accurately provided by the Contractor and such completed progress payment request form or final payment request form is accompanied by: (i) certified payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a progress payment or final payment is requested; (ii) duly completed and executed Conditional Waiver and Release Upon Progress Payment or Final Payment forms in accordance with California Civil Code Sections 8132-8138 for all Subcontractors of any tier, and Material Suppliers covering the progress payment or final payment requested; (iii) duly completed and executed Unconditional Waiver and Release Upon Progress Payment forms in accordance with California Civil Code Sections 8132-8138 for all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior progress payment request.

- 8.2.2 Partial Payments - Inclusion of Materials on Hand - Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to the Owner will be qualified for partial payment. The Contractor may request payment of ninety percent (90%) of the actual net cost of these materials. The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents.

To receive partial payment for materials and equipment not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, it will approve items for which partial payment is to be made subject to the following:

- A. Equipment and materials will only be eligible if given conditional or final acceptance by the Design Consultant and are in apparent compliance with favorably reviewed shop drawings.
- B. Only equipment or materials which have received favorable review of shop drawings will qualify. The Operation and Maintenance Manuals for equipment must be submitted in accordance with **Section 01782, Operating and Maintenance Manuals**, prior to payment for stored materials.
- C. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager and in accordance with the accepted Operation and Maintenance Manuals, at the job site or at a bonded and insured warehouse in the vicinity, a maximum of 30 miles, of the Work. In addition to the requirements noted herein, equipment or materials stored offsite are subject to the following:
 - 1. Contractor will immediately, permanently, and prominently label all of the materials with the following notice: "THIS MATERIAL IS THE PROPERTY OF THE PLACER COUNTY WATER AGENCY".
 - 2. Contractor will, concurrent with payment, execute and deliver to the Owner a Bill of Sale.
 - 3. Contractor warrants to the Owner that no third party has a lien against any of the Materials, and that Contractor has full power and authority to convey clear title to the Materials to the Owner by Bill of Sale. If the Owner so requests, Contractor will cooperate in the filing of a UCC-1 notification or other documentation placing notice of the Owner's title in applicable state records.
 - 4. Contractor to store all of the Materials in a climate controlled and secured facility protected from adverse weather conditions in accordance with the Operations and Maintenance Manuals. The Owner has the right to inspect and approve the proposed facility.
 - 5. Contractor shall provide access to the facility when requested by the Owner.
 - 6. All warranty periods for the Materials will commence as described in the Contract Documents.
 - 7. Risk of loss as to the Material shall remain with the Contractor until Substantial Completion of the Work under the Contract.

8. Contractor shall keep the Material fully insured for the benefit to the Owner, and provide the Owner with a satisfactory certificate of insurance showing such coverage.
 9. Any Material warranties under the Contract shall commence only upon Substantial Completion or beneficial occupancy as provided in the Contract.
 10. The Owner reserves the right that if the above conditions are not met by the Contractor, the Owner shall adjust future monthly progress payments to reduce previously-paid materials on hand to zero or an amount the Owner deems appropriate.
- D. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.
 - E. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify for partial payment, unless approved by the Owner's Representative.
 - F. Final payment shall be made only for materials actually incorporated in the Work and, upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
 - G. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
 - H. Partial payments for materials and equipment on hand shall not be construed or considered as acceptance of any portion of the Work.
 - I. Partial payments for materials and equipment on hand shall be subject to retention in accordance with **Section 00700-8.3, Right to Withhold Amounts**.
 - J. Any Material warranties under the Contract shall commence only upon Substantial Completion or beneficial occupancy as provided in the Contract.
 - K. The Contractor is responsible for the risk of damage, theft, vandalism, or loss.
- 8.2.3 **Effect of Payment** - Payment will be made by Owner based on the Construction Manager's observations at the site and the data comprising the progress payment request. Payment will not be a representation that the Owner has:
- A. made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
 - B. reviewed construction means, methods, techniques, sequences or procedures;
 - C. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment;

- D. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum; or
- E. accepted all or part of the Work.

8.2.4 Cash Flow Projection - A cash flow projection covering the entire construction period shall be included with the monthly contract earnings estimate report. The time increment shall be monthly and shall be revised monthly to show actual earnings and changes to projected cash flows. If there is a difference in the percent complete of the Work as measured by the CPM schedule and the percent complete of the Work as measured by the monthly contract earnings estimate, the Contractor shall explain the reason for the difference.

8.2.5 False Claims Act - All claims for payment from the Contractor to the Owner shall in all respects be a true and correct representation of services rendered and/or materials delivered to the Owner. It is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to the Owner a false claim for payment or approval. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. The penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other remedies which the Owner may have either under contract or law.

8.3 Right to Withhold Amounts

8.3.1 Retention - The Owner will withhold from each of the partial payments and retain as part security, five (5) percent of the amount earned until final completion and acceptance of all of the Work. The amount retained will be kept by the Owner through completion of one hundred (100) percent of the Work. The full amount of retention will be paid to the Contractor in the final payment, except as dictated below.

8.3.2 Other Withholds - In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- A. For defective work not remedied, irrespective of when any such work be found to be defective.
- B. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- C. A reasonable doubt that the Contractor will complete the Work within the agreed upon time limits.
- D. Damage to another contractor or third party, or to property.

- E. Failure of the Contractor to maintain Record Documents current as required in **Section 01770-9.0, Project Record Documents**.
- F. Cost of insurance arranged by the Owner due to cancellation or reduction of the Contractor's insurance.
- G. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a construction schedule as required in **Section 01325, Progress Schedules, Reports and Submittals**.
- H. Failure to make proper submissions, as specified herein.
- I. Payments due the Owner from the Contractor as provided for in the Contract Documents.
- J. Failure to comply with environmental and other regulatory requirements.
- K. The Contractor's neglect or unsatisfactory prosecution of the Work including additional engineering and administrative costs related to construction and/or shop drawing errors and the failure to clean up.
- L. Provisions of law that enable or require the Owner to withhold such payments in whole or in part.
- M. Stop Notice claims filed by Contractor's subcontractors, of any tier, or its material suppliers.

When the above reasons for withhold amounts are removed, payment will be made to the Contractor for amount withheld because of them.

The Owner, in its discretion, may apply any withheld amount or amounts to the payment of valid claims. In so doing, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Agreement by the Owner to the Contractor and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

8.4 Security Substitution for Withholds

For any retention of amount earned by the Contractor under **Section 00700-8.3.1, Retention**. The Contractor may substitute securities as provided in Section 22300 of the Public Contract Code, as amended, which states in part as follows:

"Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities

equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay those monies to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor."

Alternatively, the Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the Owner, pursuant to the terms of this Section. The Contractor shall pay to each subcontractor, not later than twenty (20) days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor."

"The contractor shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon."

Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form in **Section 00630, Escrow Agreement for Security Deposits in Lieu of Retention**.

8.5 Warranty of Title

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the Owner free from any claims, liens, security interests, or charges. The Contractor further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which

is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the Contractor shall advise the Owner as to the legal owner thereof.

Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

8.6 Substantial Completion

When the Contractor considers that the Work or portion of the Work as defined in **Section 01110-7.0, Early Occupancy of Portions of Work**, is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the Owner, the Engineer and/or their authorized representatives will make inspection, to determine if the Work and administrative requirements are sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items by issuing a Corrective Work Item List.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Construction Manager, the Owner and/or the Engineer shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the Work is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion and the Punch List (see **Form 01999-16, Certificate of Substantial Completion**). The Certificate shall establish the date of Substantial Completion and the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed sixty (60) days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative requirements accompanying the Certificate. When the preceding provisions have been approved by both the Owner and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Owner has the right to retain withheld monies due the Contractor to pay the Owner's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion, which costs the Owner may deduct from amounts due or that may become due the Contractor under the Contract.

8.7 Final Inspection and Payment

Upon completion of the Work, including all items on the Punch List, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the Owner's Representative(s) and the Engineer will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, workmanship or administrative requirements are found which do not meet the terms of the Contract, the Construction Manager shall prepare a Final Inspection List of such items and submit it to the Contractor. Following completion of the work to correct all items in the Final Inspection List the Contractor shall notify the Construction Manager. The Construction Manager shall, in turn, notify the Owner that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the Owner. After completion of the work, but prior to its acceptance by the Owner, the last partial payment will be made to the Contractor in accordance with **Section 00700-8.2, Partial Payments**.

Final payment to the Contractor in accordance with the approved final estimate is contingent upon the Contractor furnishing the Owner with a signed written waiver and release of all claims against the Owner arising out of or in any way connected to the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the waiver and release. The waiver and release shall be substantially in the form provided in Civil Code Section 8136 (conditional waiver and release on final payment) or 8138 (unconditional waiver and release in exchange for final payment). In the event the Contractor fails to furnish the Owner with a signed written waiver and release of all claims against the Owner arising out of or in any way connected to the Contract, Contractor's acceptance of final payment is Contractor's release of all claims against the Owner to the fullest extent permitted by law.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the Owner accept the Work, the Owner will take formal action on acceptance.

Within ten (10) days of the acceptance by the Owner's Governing Board of the completed Work embraced in the Contract, the Owner will cause to be recorded in the office of the County Recorder a Notice of Completion.

The final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording the Notice of Completion by the Owner.

The Owner will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously

been paid the Contractor and as may be needed to cover outstanding stop notices. This payment will constitute the final payment to the Contractor under this Contract.

In the event of a dispute between the Owner and the Contractor, the Owner may in accordance with California Public Contract Code Section 7107 withhold from the final payment an amount of 150 percent of the disputed amount.

Contractor acknowledges that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code Section 8546.7.

8.8 Warranties and Bonds

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the project or the Substantial Completion date, whichever is applicable or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall execute and submit a completed **Warranty Form 01999-07** found in **Section 01999, Reference Forms** for the Work, and any portion of the Work possessed in accordance with **Section 00700-3.4, Owner's Right to Use or Occupy**. The Warranty Form shall be submitted prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship, or equipment. The Owner is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the Owner delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

Prior to the expiration of the Warranty period, the Owner reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the Owner shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that warranty on the parts of the work possessed and used by the Owner in accordance with **Section 00700-3.4, Owner's Right to Use or Occupy**, shall commence on the date that the Owner takes possession of such work and so notifies the Contractor in writing. The Owner and Contractor further agree that such possession, and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

If, after installation, the operation or use of the materials or equipment furnished under this Contract proves to be unsatisfactory to the Construction Manager or Owner, the Owner shall have the right to operate and use such materials or equipment until it can, without damage to the Owner, be taken out of service for correction or replacement. Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease Warranty Period. Warranty Period for equipment shall be extended by the number of days from the date the equipment is found by the Owner to be non-functional or defective to the date the contractor repairs and makes fully operational the same equipment.

Nothing in this Document shall be construed to limit, relieve or release the Contractor's, subcontractor's and/or equipment supplier's liability to the Owner for damages sustained as the result of latent defects in the equipment furnished or work performed. Further, nothing in this Document shall be deemed to be a waiver by the Owner of any rights or remedies, or time limits in which to enforce such rights or remedies, it may have against the Contractor, subcontractors, suppliers of the equipment and work performed under these Specifications.

***** END OF SECTION *****

SECTION 00800

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

SUPPLEMENTARY GENERAL CONDITIONS**1.0 Modifications to the General Conditions****1.1 Time Allowed for Completion**

In accordance with the provisions of **Section 00700-6.2, Contract Time**, the following substantial completion and final completion contract times shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

Contractual Completion Event	Completion Time (# of calendar days from Notice to Proceed date)
Substantial Completion	120
Final Completion	150

1.2 Damages for Delays

In accordance with the provisions of **Section 00700-6.5, Liquidated Damages**, for the period of time that any portion of the work remains unfinished after the time fixed for an interim milestone and/or Substantial Completion in **Section 00800-1.1, Time Allowed for Completion**, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the damages listed below.

Milestone	Dollars Per Day Liquidated Damages
Substantial Completion	\$ 1,500
Final Completion	\$ 1,000

1.3 Weather Days

In accordance with the provisions of Paragraph 00700-6.4.2.C, Weather Delays, an allowance of forty (40) working days of weather caused delay have been included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns. These weather days

shall be included in the Contractor's schedule as specified in **Section 01325-3.0, Weather Conditions**.

1.4 Contract Administration

The following project representatives are hereby designated by the Owner:

- A. Name of Owner Representative: Aaron Sullivan, PE
- B. Name of Engineer: HDR
- C. Name of Construction Manager: Paul Cottingham, PG, CEG

All communications to and from the Contractor shall be routed through the Construction Manager. Wherever the Contract Documents indicate that the Contractor shall contact or notify the Engineer, Architect, Soils Engineer, Structural Engineer, etc., the Contractor shall route such communication through the Construction Manager except when otherwise explicitly approved by the Construction Manager.

2.0 Liability and Insurance

2.1 Insurance

Within ten (10) days after notice of award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by **Section 00800-2.0, Liability and Insurance**, and submit coverage verification for approval by the Owner prior to the Owner's execution of the Contract. The insurance shall provide the minimum coverage and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the Owner. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. The Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of the time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by the Owner, or its directors, officers, employees and/or authorized volunteers. Unless otherwise stated, insurance shall be kept in force for two years following the Acceptance. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor or upon request submitted to the Construction Manager for the Owner's review and records. Subcontractors shall furnish original certificates and required endorsements as verification of insurance coverage. The insurance liability limits specified in **Section 00800-2.1.1.b(2), Minimum Amount of Coverage**, shall also apply for all subcontractors listed in **Section 00430, Designation of Subcontractors**. The Contractor shall designate the required insurance liability limits for all other subcontractors.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A - VIII. The Bid/Contract shall be inclusive of all costs and overhead including insurance.

The Contractor shall provide the Owner and Construction Manager with updated insurance information including any material changes including carrier, coverage, policy limits, cancellation or any other material changes within two days of receipt or notice. A failure to provide updated insurance information can cause a temporary stop in the project being ordered by the Owner until such time as the Owner has accepted a revised/new insurance.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure of the Contractor to comply with reporting or other provisions of the policies including breaches of warranties shall not affect indemnification required to be provided to the Owner, the Engineer and the Construction Manager and their officers, officials, employees, agents or volunteers.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract and for such additional periods as more specifically required herein the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, subcontractors, suppliers, vendors or materialmen, of any tier.

- 2.1.1 Commercial General Liability and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for two (2) years after final completion and shall provide coverage on an occurrence basis. Coverage shall be at least as broad as the most current ISO forms CG 0001 and CA 0001.
- a. Additional Insureds - The Commercial General Liability and Automobile Policies of insurance shall include as additional insureds or be endorsed to contain the following provisions: the Placer County Water Agency, the Engineer and Construction Manager, and their officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor and or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Placer County Water Agency, its officers, officials, employees, agents or volunteers; the Engineer, the Construction Manager and each of their partners, officers, officials, employees, agents and/or volunteers and coverage provided to such additional insured. This policy shall provide coverage to each of the said insureds with respect to said work. Said policy shall provide primary coverage to the full limit of liability stated in the declarations. If an additional insured endorsement is used for Commercial General Liability coverage, it shall provide coverage as least as broad as ISO form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.
- b. (1) Minimum Amount of Coverage (General Contractor) - The Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, property damage, personal and advertising injury. Products/completed operations coverage shall have a separate aggregate with (ISO CG2503 or CG2504,) or provide twice the occurrence limit of the CGL. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, or use of any owned or non-owned or hired vehicles. The Commercial General Liability Coverage shall include per project aggregates in the above amounts equivalent to ISO form CG 25 03 11 85, or both (CG 20 10 10 01 and CG 20 37 04 13.)
- b. (2) Minimum Amount of Coverage (Subcontractors Listed in Section 00430, Designation of Subcontractors) - The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, property damage, personal and advertising

injury. Products/completed operations coverage shall have a separate aggregate with (ISO CG 25 03 or ISO CG 25 04,) or provide twice the occurrence limit of the CGL. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. The Commercial General Liability shall include per project aggregates in the above amounts (ISO CG 25 03 05 09 or CG 25 04 05 09).

- c. Subcontractors - The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors. Insurance for Subcontractors shall be endorsed to contain the following provisions: the Placer County Water Agency, the Engineer and Construction Manager, and their officers, officials, employees, agents and volunteers are additional insured.
- d. Included Coverage - The above Commercial General Liability Insurance shall also include the following coverages:

Premises – Operations

Independent Contractors

Products – Completed Operations

Personal Injury – (False Arrest, Libel, Wrongful Eviction, etc.)

Advertising Injury

Broad Form Property Damage, Including, Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement

Separate Aggregate – A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

- e. Explosion, Collapse & Underground Hazard Insurance – Not Used

Blanket Contractual Liability

- f. Umbrella Policy – Contractor may use an umbrella or excess policy to meet the limits requirement of **Section 00800-2.1.1.b(1), Minimum Amount of Coverage**. Any such umbrella/excess policy shall be a “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet insurance requirements stated in this document. Any such umbrella policy must be approved by the Owner and maintain an A.M. Best Rating of no less than A - VIII.

- g. Professional Liability Coverage – Not Used

- 2.1.2 Workers’ Compensation Insurance - The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured or legally self-insured against liability for Workers’ Compensation in accordance with the provisions of that code.

The Contractor shall maintain Workers’ Compensation with Statutory Limits for injury/disease, and \$1,000,000 in Employers' Liability before commencing the performance of the work of this Contract. The Contractor shall require each subcontractor maintain Workers’ Compensation insurance for all of the latter’s employees as prescribed by State Law.

Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall submit written evidence that the Contractor has obtained Workers’ Compensation and Employer's Liability Insurance as required for all persons whom it employs or who will carry out the work under this Contract. Evidence of current Workers’ Compensation Insurance shall be maintained throughout the duration of this agreement. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Owner, its officers, officials, employees, agents and volunteers, the Engineer, the Construction Manager and their agents, consultants and employees which might arise by reason of any payment under the policy. This insurance shall be in accordance with the requirements of the most current and applicable State Workers’ Compensation Insurance Laws.

Any self-insured Workers’ Compensation Program shall provide evidence of a State license to self-insure, declare self-insured retentions and provide evidence of reinsurance. A statement of current actuarially rated funding requirements and reserves may be requested. Such self-insurance programs shall be accepted at the will of the Owner.

It is the Contractor’s responsibility to determine policies and endorsements are appropriate to the job site. Coverage shall be confirmed on the Certificate of Insurance or by policy declarations.

2.1.3 Responsibility for Work and Builder's Risk Insurance – Not Used Not Used

2.1.4 Contractor's Pollution Liability - Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to Insurance - Contractor's Pollution Liability, Asbestos Pollution Liability and Transportation of Hazardous Materials Coverage shall be for no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner shall be entitled to the broader coverage and/or higher limits maintained by the contractor. The policy shall be endorsed to include a Waiver of Subrogation. Insurance shall be "Occurrence Basis" Pollution Liability Insurance, providing coverage for claims involving bodily injury, personal injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, or non-owned disposal sites including costs and expenses incurred in the investigation, testing, defense, or settlement of claims arising out of:

1. Contractor's operations related to this project;
2. Remediation, abatement, repair, maintenance or other work
3. Transportation of hazardous materials from any site related to this project.
4. Damage to Natural Resources
5. Liability from non-owned disposal sites

Such policy shall include Placer County Water Agency, its officials, officers, employees, agents, and volunteers are covered as additional insured. Such Pollution Liability policy shall be primary and non-contributory. If transport is involved the Commercial Pollution Liability Policy must have a Transportation of Waste Endorsement, or specifically MCS-90 & CA9948 Endorsements.

Pollution insurance **shall not** exclude:

- Coverage from underlying agreements
- Pesticides or Herbicides
- Lead or asbestos
- Mold, fungi, microbial, or bacterial (legionella's disease)
- Underground storage
- Civil fines and penalties
- Punitive damages

Pollution insurance must be kept in force for five (5) years following completion and acceptance of the job. Deviation from these requirements will require specific Risk Management approval.

- 2.1.5 **Proof of Coverage** - Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Owner with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and additional insured endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on general liability and automobile liability endorsement forms acceptable to the Owner. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Owner before work commences. Except for the waiver of subrogation rights endorsements, as required under **Section 00800-2.1.2, Workers' Compensation Insurance** and **Section 00800-2.1.3, Responsibility for Work and Builder's Risk Insurance**, no other endorsements are required for Workers' Compensation or Builder's Risk Insurance. Such certificates of insurance shall provide that the insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least thirty (30) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, the Engineer and the Construction Manager and their officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or cancelled, Owner, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

2.1.6 **Indemnification**

- A. Contractor shall indemnify, defend with counsel acceptable to Owner and hold harmless to the full extent permitted by law, Owner, the Engineer and the Construction Manager, and their officers, officials, employees, agents and volunteers, (collectively "the Indemnified Parties"), and each of them from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature

arising out of or in connection with Contractor's performance of the Work or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence, active negligence or willful misconduct of the Indemnified Parties. Such indemnification by the Contractor shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its subcontractors, employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's, or Supplier's own employees, or agents engaged in the Work resulting in actions brought against the Indemnified Parties;
3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor, its subcontractors, employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement.
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor, its subcontractors, employees, or agents;
6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its subcontractors, employees, or agents;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, Suppliers, or any of their employees or agents, and;
9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Indemnified Parties, their consultants, sub-consultants, and the officers, directors, employees, agents and volunteers of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous hereto or its performance of the Work thereon.
10. Liability arising directly or indirectly from exposure to hazards in violation of the California Labor Code that may be asserted by any person or entity, including, but

not limited to, the Contractor, arising out of or in connection with the negligent activities of the Contractor, its agents, employees or privities pursuant to this Contract, whether or not there is concurrent negligence on the part of the Indemnified Parties.

11. Liability arising from alleged defects in the content or manner of submission of the Contractor's bid for the Contract.

- B. The Contractor shall reimburse the Indemnified Parties for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said Indemnified Parties in enforcing the provisions of this Paragraph.
 - C. The indemnification obligation under this **Section 00800-2.1.6, Indemnification** shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
 - D. Pursuant to California Public Contract Code Section 9201, Owner shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.
 - E. The Contractor's obligations pursuant to this provision will survive the expiration or earlier termination of this Contract.
- 2.1.7 **Injury or Illness Reports** - The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the listing of said report on the OSHA Log during the prosecution of the work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of injury involving any subcontractor on this project.
- 2.1.8 **Notification of Insurance Companies** - The Contractor shall advise all insurance companies to familiarize themselves with all of the Conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Indemnified Parties, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

2.2 Insurance During Guarantee Period

For all work the Contractor or its subcontractors perform during the guarantee period, workers' compensation, and commercial general liability insurance and insurance in the

amounts and format required herein, shall remain in force and be maintained for one (1) year after final completion.

2.3 Third Party Insurance Requirements

The Work, as contemplated by the Contract Documents, does not specifically require an encroachment permit from other public agencies. However, in the event the Contractor chooses a means and method of construction that results in Work requiring an encroachment permit from a public utility, or any other local, state, federal or public agency, Contractor shall ensure that the insurance it obtains in accordance therewith complies with all requirements mandated by each permitting agency from whom permits shall be obtained for the Work and any other third parties from whom third party agreements are necessary to perform the Work (collectively, the "Third Party(ies)"). To the extent there is a conflict between the Third Party(ies)'s Insurance Requirements and those set forth by the Owner in **Section 00800, Supplementary General Conditions**, the requirement(s) providing the more protective coverage for both the Owner and the Third Party(ies) shall control and be purchased and maintained by Contractor.

Contractor shall be responsible to determine what insurance requirements exist as a condition precedent to obtaining permit(s) for the Work, if any. Contractor shall be solely responsible for any delay(s) arising from its failure and/or its Subcontractors' failure to timely obtain all required insurance.

All required third party insurance shall be submitted to the Owner at the same time Contractor submits all other contractually required insurance, which is no later than fifteen (15) days after Notice of Award, unless otherwise agreed to in writing by the Owner prior to this deadline.

Bidders are encouraged to contact the applicable local agency(ies) prior to Bid in determining all applicable permits, and related insurance requirements, for this Project.

3.0 Partnering – Not Used

4.0 Substantial Completion

Substantial completion of the Project as required by **Section 00700-8.6, Substantial Completion**, requires that the following portions of the Work must be operational and ready for the Owner's continuous use as intended:

The following items of work must be fully tested and functional for Project Substantial Completion to be attained:

- Completion of the Corrective Work Item List as described in **Section 00700-8.6, Substantial Completion**.
- All testing required by the Contract and Specifications has been successfully completed.

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after the Work is substantially complete, and may include the following items:

- Final Site Clean-Up
- Completion of the Final Punch List prepared by the Construction Manager in accordance with **Section 00700-8.6, Substantial Completion**.

***** END OF SECTION *****



MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

DIVISION 1

GENERAL REQUIREMENTS

August 2026

SECTION 01060

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

REFERENCES**1.0 Codes and Standards**

Whenever reference is made to a code or standard, it means the latest edition in effect the date that the Contract Documents are dated. Where codes, standards and reference documents are referred to in the Contract Documents, the Contractor may submit a written request to the Construction Manager for assistance in locating such documents. Within three days of receipt of such request, the Construction Manager or the Engineer will notify the Contractor as to where the document(s) can be reviewed.

2.0 Definitions of Words and Terms

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

The Contract Documents include the terms “as allowed”, “as approved”, “as ordered”, “as directed” or terms of like effect or import to authorize an exercise of professional judgment by the Owner, Construction Manager or Engineer. In addition, the adjectives “reasonable”, “suitable”, “acceptable”, “proper”, “satisfactory”, or adjectives of like effect or import are used to describe an action or determination of the Owner, Construction Manager or Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner, Construction Manager or Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the provisions of the Contract Documents.

Acceptance, Final Acceptance. Formal action of the Placer County Water Agency’s Board of Directors in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Agency. Placer County Water Agency or its authorized representative.

Agreement. The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Allowance. "Allowance" shall mean an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents.

Application for Payment. The form acceptable to Owner's Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied such supporting documentation as is required by the Contract Documents.

Asbestos. Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid. Offer of a bidder submitted on the prescribed forms setting forth prices of the work to be performed.

Bidder. Any individual, partnership, corporation, or a combination thereof, includes joint venturers who meet the requirements of the Contract Documents and offer a bid to perform the Work. The term "Successful Bidder" is the lowest responsible Bidder submitting a responsive Bid to whom the Owner (on the basis of Owner's evaluation as provided for in the Contract Documents) makes an award.

Bidding Documents. The Bidding Requirements and the proposed Contract Documents (including all Addenda).

City. Refers to all incorporated cities or towns within Placer County Water Agency Service Area which may be applicable to this Project.

Clarification Letter. A Clarification Letter is issued by the Construction Manager to address the clarification of Contract issues raised by the Construction Manager, Engineer or Owner.

Claim. A demand or assertion by Owner 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 party is not a Claim.

Completion. The word completion shall indicate substantial completion. See Substantial Completion.

Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform administrative functions relating to this Contract. The Construction Manager may also furnish inspection services as provided by the Contract. All contact by the Contractor with the Owner shall be through the Construction Manager.

Contract. The entire and integrated written agreement between the Agency and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Change Order. A document which is signed as recommended by Owner's Representative, signed by Contractor, and signed by Owner's Director of Technical Services, which 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.

Contract Documents. The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form and Bid Schedule
- Designation of Subcontractors
- Agreement
- Performance Bond
- Payment Bond
- Guaranty Bond
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications
- Drawings
- Addenda, if any
- Executed Change Orders, if any
- Field Orders
- Permits

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price (also referred to as Contract Amount). The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager's written recommendation of final payment.

Contractor. The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the Owner for the performance of the Work. The term "Contractor" means the Contractor or his authorized representative. The term "Contractor" also covers subcontractors, subtier subcontractors, consultants, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Corrective Work Item List. List of incomplete items of work, incomplete administrative requirements and items of work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the response to the Contractor's notification of Substantial Completion.

County. Refers to the County or Counties where the Project is located.

Days. The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.

Defective. The word "defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it:

- A. Does not conform to the Contract Documents, or
- B. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- C. Has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with the Contract Documents).

Direct. Action of the Owner or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings. Also referred to as “Plans”. That part of the Contract Documents consisting of the graphical and technical requirements of the Contract as included on the plan sheets. Drawings, or reproductions thereof, show the location, character, dimensions and details of the work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.

Engineer. The engineer or architect designated by the Owner to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them. The Engineer may also furnish inspection services as provided by the Contract. The person or firm designated as Engineer in the **Supplementary General Conditions** with authority is defined in the Contract Documents.

Engineer Field Directive. Written documentation of the actions of the Owner or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order. A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis or a lump sum cost agreed to between Owner and Contractor.

Final Completion. The date when the Work is 100% complete, including completion and acceptance of all punch list corrections, as certified by the Owner.

Final Inspection List. List of materials, equipment, workmanship, or administrative requirements which are not in conformance with the Contract. The list shall be prepared by the Construction Manager and submitted to the Contractor following the Contractor’s notice of completion of the Work, including all items on the Punch List.

Furnish. The word “furnish” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

General Conditions. **Section 00700, General Conditions**, and **Section 00800, Supplementary General Conditions**, which form the part of the Contract Documents representing the general clauses that establish how the Project is to be administered.

General Requirements. **Division 1, General Requirements**, which forms the part of the Contract Documents establishing special conditions or requirements peculiar to the Work and supplementary to the General Conditions.

Hazardous Waste. The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays shall include the following holidays designated by the Owner: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Install. The word "install" when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment, complete and ready for intended use.

Laws and Regulations; Laws or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

May. "May", wherever or in whatever manner used, refers to permissive actions.

Milestone. A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

Notice of Award. The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice of Completion. A form signed by the Owner's Representative recommending to the Owner that the Work is 100% complete, including completion and acceptance of all punch list corrections and fixing the date of the Final Completion. After acceptance of the Work by the Owner's governing Board, the form is signed by the Owner and filed with the County Recorder.

Notice to Proceed. A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

Owner. The word "Owner" refers to the Placer County Water Agency, the governing body of which is termed the "Board of Directors" or "Board". The word "Agency" shall also mean "Owner".

Owner Representative. The person designated in writing by the Owner to act as its agent on specified matters relating to this Contract. The Owner's Representative is an employee or agent of the Owner who has been designated to represent the Owner.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Perform. Refer to "Provide".

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Plans. See "Drawings".

Progress Schedule. A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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

Project Manual. The bound documentary information prepared for bidding and constructing the work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the Table of Contents.

Provide. The words "provide" or "perform", when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use. When "furnish", "install", "perform", or "provide" is not used in connection with services, materials, or equipment in context clearly requiring an obligation of Contractor, "provide" is implied.

Punch List. List of incomplete items of Work, incomplete administrative requirements and items of Work which are not in conformance with the Contract, prepared by the Construction Manager and issued to the Contractor as an attachment to the Certificate of Substantial Completion.

Request for Information. Also referred to as "Request for Clarification". A Request for Information (RFI) is issued by the Contractor to the Construction Manager requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

Request For Proposal. A request for a proposed cost made to the Contractor by the Owner to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work. RFP's may also be referred to as "Request for Quotation".

Salvage. All items specified to be salvaged shall be carefully removed so as not to damage the item, and neatly stockpiled at the construction site by the Contractor. The exact location to stockpile items shall be determined by the Construction Manager. The Construction Manager shall then make a determination as to which items are to be retained by the Owner. All other items shall be properly disposed of at no additional cost to the Owner.

Samples. Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Submittals. A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values. A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Shall. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Shop Drawings (Submittals). Shop drawings (submittals) are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Site. Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications. That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Standard Drawings, Standard Plans, Standard Specifications. The latest edition of the Standard Drawings, Standard Plans or Standard Specifications referenced in the Contract Documents.

State of California Specifications. The State of California Department of Transportation Standard Specifications in effect at the date of Notice Inviting Bids (**Section 00020, Notice Inviting Bids**). Also referred to as State Standard Specifications and Caltrans Standard Specifications.

Stop Notice. A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work which secures payment from construction funds possessed by the Owner.

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Contractor or a sub-tier subcontractor who has a direct contract with a subcontractor to perform any of the Work associated with the Project. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term, subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit a utilization of the project. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the Contract.

Substantial Completion Date. Date when the Owner puts into service, the Project or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work associated with the Project. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as subtier-subcontractor.

Supplier. A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

Surety. The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price Work. Work to be paid for on the basis of unit prices.

Utility. Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

Will. See definition of "Shall".

Work. Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Contract Documents including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction. Also, the completed construction or parts thereof required to be provided under the Contract Documents.

Work Day. A working day is defined as any day, except Saturdays, Sundays and Agency Legal Holidays, unless approved by the Owner. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and Agency Legal Holidays) shall be verified and approved by the Agency at least 72 hours in advance. The Agency shall be compensated for inspection work, at an hourly rate, for any work on non-working days and for overtime.

3.0 Abbreviations

A. Interpret abbreviations by context in which abbreviations are used. Abbreviations for standards and organizations used in the Contract Documents are defined as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ABC	Associated Air Balance Council
ABPA	Acoustical and Board Products Association

ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADC	Air Diffuser Council
AEIC	Association of Edison Illuminating Companies
AFBMA	Antifriction Bearing Manufacturers Association
AFPA	American Forest & Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
AMG	American Masonry Guild
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
AREMA	American Railway Engineers and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASAH	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	See RTI
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWD	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BSI	Building Stone Institute
CAGI	Compressed Air and Gas Institute

CAL/OSHA	State of California Dept. of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CDA	Copper Development Association
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CPSC	U.S. Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel institute
CS	Commercial Standard (U.S. Department of Commerce)
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EJCDC	Engineers' Joint Contract Documents Committee
EPA	Environmental Protection Agency
ETL	Electronic Testing Laboratory
Fed Spec	Federal Specification
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FIA	Factory Insurance Association
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
FSA	Fluid Sealing Association
FTI	Facing Tile Institute
GO 95	General Order No. 95 CA PUC rules for overhead electric line construction
HEI	Heat Exchange Institute
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute

IAPMO	International Association of Plumbing and Mechanical Officials
I-B-R	Institute of Boiler and Radiator Manufacturers
IBC	International Building Code
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineer Society
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
MSS	Manufacturers Standardization Society of Valve and Fitting Industry
NAAMM	National Association of Architectural Metals Manufacturers
NACE	NACE International
NAPA	National Asphalt Pavement Association
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBHA	National Builders Hardware Association
NBS	See NIST
NCMA	National Concrete Masonry Association
NCSPA	National Corrugated Steel Pipe Association
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEMI	National Elevator Manufacturing Industry
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology (formerly NBS)
NLA	National Lime Association
NPC	National Plumbing Code
NPCA	National Paint and Coatings Association
NPT	National Pipe Thread
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	NSF International (formerly National Sanitation Foundation)
NTMA	National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration

PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standard
PUC	California Public Utilities Commission
RIS	Redwood Inspection Service
RTI	Resilient Tile Institute (formerly AVATI)
SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SDI	Steel Door Institute
SFPA	Southern Forest Products Association
SI	Système International des Unités (International System of Units)
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricators Association
SPI	Society of the Plastics Industry
SPTA	Southern Pressure Treaters Association
SSI	Scaffolding and Shoring Institute
SSPC	SSPC: The Society for Protective Coatings
UBC	Uniform Building Code (ICBO)
UL	Underwriters' Laboratories
USBR	U.S. Bureau of Reclamation
VA	Vermiculite Association
WCLA	West Coast Lumberman's Association
WCLIB	West Coast Lumber Inspection Bureau
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WPOA	Western Plumbing Officials Association
WSCPA	Western States Clay Products Association
WWPA	Western Wood Products Association

B. Abbreviations used in Specifications are:

a	year or years (metric unit)
A	ampere or amperes
am	ante meridian (before noon)
ac	alternating current
ac-ft	acre-foot or acre-feet

atm	atmosphere
AWG	American Wire Gauge
bbl	barrel or barrels
bd	board
bhp	brake horsepower
bil gal	billion gallons
BOD	biochemical oxygen demand
Btu	British thermal unit or units
Btuh	British thermal units per hour
bu	bushel or bushels
C	degrees Celsius
cal	calorie or calories
cap	capita
cd	candela or candelas
cfm	cubic feet per minute
Ci	curie or curies
cm	centimeter or centimeters
cmu	concrete masonry unit
CO	carbon monoxide
Co.	Company
CO ₂	carbon dioxide
COD	chemical oxygen demand
Corp.	Corporation
counts/min	counts per minute
cu	cubic
cu cm	cubic centimeter or centimeters
cu ft	cubic foot or feet
cu ft/day	cubic feet per day
cu ft/hr	cubic feet per hour
cu ft/min	cubic feet per minute
cu ft/sec	cubic feet per second
cu in	cubic inch or inches
cu m	cubic meter or meters
cu yd	cubic yard or yards
d	day (metric units)
day	day (English units)
db	decibels
DB	dry bulb (temperature)
dc	direct current
diam	diameter
DO	dissolved oxygen

DS	dissolved soils
emf	electromotive force
fpm	feet per minute
F	degrees Fahrenheit
ft	feet or foot
fc	foot-candle or foot candles
ft/day	feet per day
ft/hr	feet per hour
ft/min	feet per minute
ft/sec	feet per second
g	gram or grams
G	gravitational force
gal	gallon or gallons
gal/day	gallons per day
gal/min	gallons per minute
gal/sec	gallons per second
g/L	gallons per liter
gpd	gallons per day
gpd/ac	gallons per day per acre
gpd/cap	gallons per day per capita
gpd/sq ft	gallons per day per square foot
gph	gallons per hour
gpm	gallons per minute
gps	gallons per second
h	hour or hours (metric units)
ha	hectare or hectares
hp	high point
hp	horsepower
hp-hr	horsepower-hour or horsepower-hours
hr	hour or hours (English units)
Hz	hertz
ID	inside diameter
ihp	indicated horsepower
Inc.	Incorporated
inch	inch
inches	inches
inches/sec	inches per second
J	joule or joules

k	kips
K	kelvin
K	thermal conductivity
kcal	kilocalorie or kilocalories
kcmil	thousand circular mils
kg	kilogram or kilograms
km	kilometer or kilometers
kN	kilonewton or kilonewtons
kPa	kilopascal or kilopascals
ksi	kips per square inch
kV	kilovolt or kilovolts
kVA	kilovolt-ampere or kilovolt amperes
kW	kilowatt or kilowatts
kWh	kilowatt hour
L	liter or liters
lb/1000 cu ft	pounds per thousand cubic foot
lb/acre-ft	pounds per acre-foot
lb/ac	pounds per acre
lb/cu ft	pounds per cubic foot
lb/day/acre	pounds per day per acre
lb/sq ft	pounds per square foot
lin	linear, lineal
lin ft	linear foot or feet
lm	lumen or lumens
ln	logarithm (natural)
log	logarithm (common)
lx	lux
m	meter or meters
M	molar (concentration)
mA	milliampere or milliamperes
max	maximum
mCi	millicurie or millicuries
meq	milliequivalent
μ F	microfarad or microfarads
MFBM	thousand feet board measure
mfr	manufacturer
mg	milligram or milligrams
mgd	million gallons per day
mgd/ac	million gallons per day per acre
mg/L	milligrams per liter
μ g/L	micrograms per liter
μ m	micrometer or micrometers

mile	mile
mil. gal	million gallons
miles	miles
min	minimum
min	minute or minutes
MLSS	mixed liquor suspended solids
MLVSS	mixed liquor volatile suspended solids
mm	millimeter or millimeters
mol wt	molecular weight
mol	mole
Mpa	megapascal or megapascals
mph	miles per hour
MPN	most profitable number
mR	milliroentgen or milliroentgens
Mrad	megarad or megarads
mV	millivolt or millivolts
MW	megawatt or megawatts
N	newton or newtons
N	normal (concentration)
No.	number
Nos	numbers
NRC	noise reduction coefficient
NTU or ntu	Nephelometric Turbidity Units
oc	on center
OD	outside diameter
ORP	oxidation-reduction potential
OT	ortho-tolidine
OTA	ortho-tolidine-arsenite
oz	ounce or ounces
oz/sq ft	ounces per square foot
Pa	pascal or pascals
PI	plate or property line
pm	post meridiem (afternoon)
ppb	parts per billion
ppm	parts per million
ppt	parts per thousand
pr	pair
psf/hr	pounds per square foot per hour
psf	pounds per square foot
psi	pounds per square inch
psia	pounds per square inch absolute

psig	pounds per square inch gauge
PVC	polyvinyl chloride
qt	quart or quarts
R	radius
R	roentgen or roentgens
rad	radiation absorbed dose
RH	relative humidity
rpm	revolutions per minute
rps	revolutions per second
s	second (metric units)
S	Siemens (mho)
SDI	sludge density index
sec	second (English units)
SI	International System of Units
sp	static pressure
sp gr	specific gravity
sp ht	specific heat
sq	square
cm ² or sq cm	square centimeter or centimeters
sq ft	square feet or foot
sq inch	square inch
sq inches	square inches
km ² or sq km	square kilometer or kilometers
m ² or sq m	square meter or meters
mm ²	square millimeter or millimeters
sq mm	square millimeter or millimeters
sq yd	square yard
SS	suspended solids
STC	Sound Transmission Class
SVI	sludge volume index
TDS	total dissolved solids
TKN	total Kjeldahl nitrogen
TLM	median tolerance limit
TOC	total organic carbon
TOD	total oxygen demand
TOW	top of weir
TS	total solids
TSS	total suspended solids
TVS	total volatile solids

U	U Factor/U Value
U	Coefficient of Heat Transfer
U	heat transfer coefficient
UNS	Uniform Numbering System
US	United States
V	volt or volts
VA	volt-ampere or volt-amperes
W	watt or watts
WB	wet bulb
wg	water gauge
wk	week or weeks
wt	weight
yd	yard or yards
yr	year or years (English unit)

C. Abbreviations used on Drawings: As listed on Drawings or in Specifications.

D. Symbols used in Specifications:

:	“shall be” or “shall”—where listed within sentences or paragraphs
#1	number
1#	pound
&	and
%	percent
C	Centigrade
F	Fahrenheit
°	degree
/	per, except where used to combine words; example: power/fuel, and in that case it means “and”
“	inch (inches)
‘	foot (feet)
@	at
©	copyright
®	registered
™	trademark
±	plus and minus tolerance
≠	not equal to

E. Symbols, used only on Drawings, are indicated thereon.

***** END OF SECTION *****

SECTION 01110

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

SUMMARY OF WORK

1.0 The Work Covered by the Contract Documents

- A. The Work consists of construction of painting multiple building elements in multiple locations that have the following designations: The Cottages, Five Stall Shop, Hell Hole–Middle Fork (HH-MF) Gatehouse, French Meadows–Hell Hole (FM-HH) Gatehouse. These elements include the following:
- The Cottages – Two 2-story residential buildings that include aluminum siding, rollup garage doors, wood decking, and a small out-building.
 - Five Stall Shop – A shop building with five enclosed bays with rollup doors and open covered areas. The building includes metal, fiberglass, and wood materials.
 - Hell Hole–Middle Fork (HH-MF) Gatehouse – A CMU building with louvers, corrugated galvanized metal doors, and a corrugated galvanized metal generator enclosure.
 - French Meadows–Hell Hole (FM-HH) Gatehouse - A CMU building with louvers, mounted metal ladder, corrugated galvanized metal doors, and a galvanized and painted metal generator enclosure.
- B. The Contractor shall provide all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, services, environmental controls, hazardous material disposal, fire prevention measures, and other means of construction necessary or proper for performing and completing the Work specified in the Contract Documents. The Contractor shall perform and complete the work in the best manners that promote rapid and efficient construction activities consistent with safety of life and property, to the satisfaction of the Construction Manager, and in strict accordance with the Contract Documents.
- C. The Contractor shall comply with all codes, ordinances, regulations, orders, and other legal requirements of public authorities having bearing on the performance of the Work.

2.0 Location of Project

The Work is located in the locations described below and depicted in Appendix B, MFP Upcountry Facility Painting Figure.

Project Element	Location	Latitude*	Longitude*
The Cottages	In proximity to Hell Hole Road and Hell Hole Reservoir	39.058223°	120.418295°
Five Stall Shop	In proximity to Hell Hole Road and Hell Hole Reservoir, adjacent The Cottages	39.058062°	120.417636°
Hell Hole–Middle Fork (HH-MF) Gatehouse	Middle Fork Tunnel Intake adjacent to Hell Hole Reservoir Shoreline	39.065242°	120.414706°
French Meadows–Hell Hole (FM-HH) Gatehouse	French Meadows Tunnel Intake adjacent to French Meadows Reservoir	39.107872°	120.432090°

*Approximated using Google Earth

3.0 Owner Assigned Subcontractors and Equipment Suppliers

Assignment of Subcontractors and Equipment Suppliers by Owner is not anticipated.

4.0 Owner Furnished Equipment - Not Used

5.0 Activities by Others

- A. Owner, utilities, and others may perform activities within Project area while the Work is in progress.
 - 1. Schedule the Work with Owner, utilities, and others to minimize mutual interference.
- B. Activities by others which may affect performance of work include:
 - 1. Normal daily operation of the existing facilities by Owner's personnel.
 - 2. Security system (TBD).
- C. Cooperate with others to minimize interference and delays.
 - 1. When cooperation fails, submit recommendations and perform Work in coordination with work of others as directed.

6.0 Coordination of Work

- A. Maintain overall coordination of the Work.
- B. Obtain construction schedules from each subcontractor, and require each subcontractor to maintain schedules and coordinate modifications.

7.0 Early Occupancy of Portions of Work

- A. Certificates of Substantial Completion will be executed for each designated portion of Work prior to Owner occupancy. See **Section 00800, Supplementary General Conditions** for further detail.
 - 1. Such certificate of Substantial Completion will describe the portion of the Work to be occupied by Owner, items that may be incomplete or defective, date of occupancy by Owner, and other information required by Owner and Contractor.
- B. After Owner occupancy, allow access for Owner's personnel, access for others authorized by Owner, and Owner operation of equipment and systems.
- C. Following Occupancy, Owner will:
 - 1. Provide power to operate equipment and systems.
 - 2. Repair damage caused by Owner's occupancy.
- D. Guarantee Correction period for portions of the Work occupied or partially utilized by Owner shall commence with date of Substantial Completion for that portion of the Work and acceptance for use by Owner.
 - 1. However, progress payment withholdings for portions of the Work occupied by Owner will not be released until final acceptance of the total Work.
- E. Prior to such occupancy or use, enter into agreement with Owner indicating work that remains to be performed in occupied areas.
- F. When Owner's use of occupied facilities reveal defective work, correct defects.
- G. No partial acceptance of the Work will be made and no acceptance other than the final acceptance of the completed Work will be made except for those portions of Work designated for early occupancy by Owner.

***** END OF SECTION *****

SECTION 01140

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

WORK RESTRICTIONS

1.0 General Sequencing and Constraints

Work Sequence and Constraints described hereinafter are critical events in work sequence which are presented to underscore the importance of proper sequencing, scheduling and coordination so that it is integrated with the Owner's operation of the Middle Fork Project.

The existing facility where Contractor's work is to be done will be periodically utilized by the Owner throughout the construction period. The Contractor shall provide all necessary access to the Owner's personnel as required to safely and efficiently operate/maintain the facilities. At all times during the Contract duration, the Contractor is to provide the Owner's personnel and representatives safe and immediate access to all process control equipment.

The Cottages and 5 Stall Shop site may be impacted by ongoing construction and coordination may be required for site access and staging.

2.0 Interruption of Facility Operations

2.1 General Requirements

The Work shall be bid, scheduled and constructed in such a manner as to result in the least possible disruption to the operations and staff of the existing facility. Modifications that affect or may affect the operation of the facility shall not be made without first obtaining written or explicit verbal permission from the Construction Manager. Disruptions or interference to one portion of the facility will likely affect other facility processes since they are interrelated and dependent on one another.

2.2 Outage or Bypass Submittal Requirements – Not Used

2.3 Work Constraints, Sequencing and Planned System Outages Specific to this Project – Not Used

2.4 Work By Others – Not Used**3.0 Other Work Restrictions and Coordination Requirements****3.1 Work Hours**

Work hours shall conform to all applicable Federal, State, County, and local laws, ordinances, and codes applicable to the work. Where any of these laws are in conflict, the more stringent requirements shall be followed.

All work shall be performed during the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday except holiday, unless approved by the Owner. This restriction includes deliveries of materials and equipment and servicing of construction equipment on the project sites. Any work outside this time frame shall be allowed only with prior written permission from the Owner's Representative. The actual time the Owner's personnel, Construction Manager or Engineer spend working outside this time frame shall be billed to the Contractor at the personnel's standard charge out rate. Any work designated to have a special time frame shall be so noted on the Plans and/or elsewhere in these Specifications and shall be excluded from this reimbursement.

3.2 Rights-of-Way – Not Used**3.3 Existing Utilities – Not Used****3.4 Trench Excavation - Not Used****3.5 Ceiling Utility Coordination – Not Used**

***** END OF SECTION *****

SECTION 01150

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

SITE SECURITY

1.0 General

The Owner takes site security very seriously and is extremely disciplined in following the established security program set by the Owner's governing Board.

The Contractor shall maintain a secure project site 24 hours per day, every day beginning on the first day of construction and ending at Final Completion. The Contractor shall make adequate provisions for protection of the Work against fire, theft, vandalism and for the protection of public against exposure to injury. If in the opinion of the Owner, the Contractor is not taking adequate steps to secure the site, the Owner will require that additional protective measures are immediately taken. The Owner shall not have any liability for loss of, and damage to, materials, tools, and equipment of the Contractor or of those employed by him, by contract or otherwise.

2.0 Employee Identification and Control

The Contractor shall provide in advance of starting construction, a list of all employees and vehicles that need access to the site. This list would include employees of subcontractors at all tier levels. The Contractor shall provide periodic updates to this list as needed or required by the Construction Manager. The Contractor should be aware that the site may not have adequate space to allow all employee vehicles to be parked on the Project site. All costs associated with off-site employee parking and shuttle to site shall be included in the Contractor's bid.

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, such identification as may be approved and directed by the Construction Manager. All prescribed identification shall immediately be delivered to the Construction Manager for cancellation upon the release of any employee.

The Contractor shall ensure that no alcohol, firearm, weapon or controlled substance enters or is used on the Project site. The Contractor shall immediately remove from the site and terminate the employment at this site of any employee found in violation of this provision.

The Contractor's employees, agents and subcontractors shall be restricted from entry to existing buildings and structures except as may be required by the work.

3.0 Visitors

The Contractor is to maintain a sign in/out log for all visitors to the site. The Contractor is to provide a full time employee escort if a visitor tours any part of the project site. There are no exceptions to this important requirement. Food vendors are not allowed on the Project site.

4.0 Deliveries

The Contractor shall provide a list of all scheduled deliveries to the project site at regular intervals. This list shall include the items to be delivered, the name of the delivery company and the time the delivery is to be made. Deliveries must all be scheduled during allowed work hours.

5.0 Fencing – Not Used

6.0 Entry and Exit

The Contractor will be assigned one point of entry and exit at the project site. If this location is not presently gated, the Contractor will install a suitable gate to protect the site. This access gate is to remain closed and locked at all times that traffic is not using the gate. If the requirement for a closed and locked manual gate is not deemed practical by the Contractor, the Contractor can install an automatic gate or employ a full-time guard at the gate as a suitable alternative.

7.0 Night and Week-End Watchperson

The Contractor shall employ such watchperson service as may be necessary to protect and safeguard the work. The Owner shall not be liable for the damage or loss to the work due to trespass or theft. Night and weekend watchperson's duties shall be full time and solely for security functions.

***** END OF SECTION *****

SECTION 01200

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

MEASUREMENT AND PAYMENT

1.0 Measurement and Payment

1.1 General

Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

1.2 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weighmaster's certificates showing the actual net weights. The Owner will accept the certificates as evidence of the weights delivered.

1.4 Methods of Measurement

Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved or the description of Bid Items in **Section 01200-2.2, Description of Bid Items**. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 Description of Bid Items

2.1 Summary

The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Each Lump Sum bid amount will undergo further breakdown as described in **Section 01200-4.0, Contractor's Cost Breakdown**. Unit prices for any unit price bid items will be the basis for monthly progress payment determinations and for any changes related to that Work item. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.2 Description of Bid Items

BID ITEM NO. 1 MOBILIZATION/DEMOBILIZATION

The lump sum bid for mobilization/demobilization shall not exceed six percent (6%) of the total bid price. Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing

construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work. Demobilization shall include site cleaning and restoration of surfaces within the job site, post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.

In the event the Contractor writes in a Mobilization/Demobilization price greater than six percent (6%) on the Bid Schedule found in **Section 00300, Bid Form**, the Owner will pay any excess with the final Progress Payment.

Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.

Contractor may apply for payment of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 2 Environmental Controls and Hazardous Waste Disposal

The lump sum amount for environmental worker safety, fire prevention, containment of materials during surface preparation and painting, spill protection, and hazardous waste disposal.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 3 Surface Preparation and Painting

The lump sum amount to prepare various surface types for painting, apply the prime paint coat, and apply the finish paint coat.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 4 All Other Items of Work

The lump sum amount for all other items necessary to perform all work not included in other bid items.

Name of Bidder: _____

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

BID ITEM NO. 5 Owner Directed Allowance for Additional Work

Time-and-Materials amount to furnish all labor, materials, tools, equipment, and incidentals to perform additional out of scope work directed by the Owner.

3.0 Description of Bid Alternates – Not Used

4.0 Contractor's Cost Breakdown

For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. If there is not a separate Bid Item for Mobilization/Demobilization, then mobilization, demobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The cost breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall be by structure, civil, landscaping, or other logical division of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a high level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The cost breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the cost breakdown.

The cost breakdown shall be solely used to determine progress payments. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

***** END OF SECTION *****

SECTION 01312

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

PROJECT MEETINGS**1.0 General**

Project meetings and conferences are an important administration and communication requirement of all project participants. Meetings will address issues related to the Work, review and coordinate progress of the Work and other matters of common interest to project participants. This section describes the requirements for calling for and conducting meetings for the Work. Meeting and conference locations and qualified participants will be determined by the Construction Manager and the Contractor based on the meeting agenda topics.

Minutes will be taken by the Construction Manager for the Pre-Construction Conference(s) and all Progress and Coordination Meetings hereinafter described. Copies of meeting minutes will be distributed to all attendees within five (5) days after meeting. Attendees will have three (3) days to submit comments or additions to minutes received from Construction Manager. Minutes will constitute final documentation of meeting discussion topics, results and action items. Meetings may be recorded by the Construction Manager for accuracy of meeting minutes.

2.0 Preconstruction Conference

Upon issuance of Notice to Proceed, or earlier when mutually agreeable, Construction Manager will schedule a preconstruction conference and organizational meeting at a suitable conference room at the Owner's offices or other suitable location. More than one preconstruction conference may be required if the Owner and Contractor deem it is in the best interest of the project to do so. Construction Manager will preside at conference.

Attending the Preconstruction Conference: Contractor's Project Manager, Contractor's Superintendent(s), Owner, Construction Manager, Engineer, Owner's sub-consultants, representatives of utilities, major subcontractors and others involved in performance of the Work, and others necessary to agenda.

The Construction Manager, in concert with the Owner, Engineer and Contractor, will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction. Items on the agenda will include the

Contractor's field organization, Owner's organizational chart of representatives/consultants, contract administration procedures, Contractor's preliminary schedule, submittals, progress payments, change order procedures, security, testing, safety and permit requirements, inspection procedures, and other project related matters.

Unless previously submitted to Engineer, Contractor shall bring to the conference a preliminary schedule for each of the following:

- Progress Schedule.
- Procurement Schedule.
- Schedule of Values for progress payment purposes.
- Schedule of Shop Drawings and other submittals.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include, but not be limited to:

- Contractor's preliminary schedules.
- Transmittal, review, and distribution of Contractor's submittals.
- Processing Applications for Payment.
- Maintaining record documents.
- Critical Work sequencing.
- Field decisions and Change Orders.
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs.
- Major equipment deliveries and priorities.
- Contractor's assignments for safety and first aid.

3.0 Progress and Coordination Meetings

The Construction Manager shall schedule, arrange and conduct progress and coordination meetings. These meetings shall be conducted not more than once per week and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others that are active in the execution of the Work or involved in an important progress meeting agenda item. Upon approval of the Construction Manager, meeting sub-tier level participants with a minor role at that juncture in the project, may participate in progress meetings by speakerphone if there are suitable facilities to do so.

The Agenda of each progress meeting will include the review, correction (if necessary) and approval of minutes of the previous progress meeting; review items of significance that could affect project progress and cost; review status of previous action items and determine what new action items are necessary to insure the project stays on schedule; review quality control; and review Contractor's three (3) week schedule provided in

accordance with other sections of these Specifications. The Contractor will distribute a copy of and present the submittal, RFI, Submittal, potential change logs at each progress and coordination meeting.

Progress and coordination meetings will be held at the project site, Owner's offices or another mutually agreeable place.

4.0 Progress Schedule and Progress Billing Meetings

Each month the Contractor shall attend a progress schedule and progress payment meeting with the Construction Manager. At this meeting, the Construction Manager and Contractor are to review the percentage of the work completed and establish an amount to be requested in the Application for Payment. The meeting date shall be scheduled in accordance with the Owner's deadline for submittal of Progress Pay Estimates. Following review of the proposed billing, the Contractor will prepare an Application of Payment and submit to the Construction Manager for final review and processing.

These meetings will also discuss time impact evaluations for change orders and time extension requests, actual and anticipated schedule activity sequence/duration changes, and Contractor delays. These meetings are considered a critical component of the overall monthly schedule update submittal and Contractor shall have appropriate personnel attend.

The Construction Manager can also call for special progress schedule meetings should there be schedule revisions that necessitate such a meeting.

5.0 Submittal Meetings

When required in the individual technical specification, or if requested by the Contractor or the Construction Manager, a meeting regarding a required submittal will be held to facilitate the timeliness of the submittal preparation and review process. This meeting will convene at a mutually agreeable place. The party responsible for preparing the submittal shall be in attendance along with the Engineer.

6.0 Quality Assurance Meetings

The Contractor or the Construction Manager may request a meeting prior to the start of a particular phase of the project to discuss how the Work shall be accomplished in accordance with the quality requirements of the contract documents, codes, permits and industry standards. All required inspection and testing applicable to this phase of the project will be discussed in detail. The Contractor shall require that all management and quality control personnel employed by the Contractor for this phase of the project are in attendance. Quality assurance meetings might be requested for such phases of the

project as site work, concrete, piping, mechanical, specialty sub-trades and electrical/instrumentation.

7.0 Pre-Installation Meetings

When required in the individual specification, or if requested by the Contractor or Construction Manager, a pre-installation meeting will be held to review conditions of the installation, installation procedures and coordination with related work. This meeting should take place at least seven (7) days in advance of installation or as required in the technical specifications. Meeting is to be attended by all parties involved in the installation.

8.0 Pre-Substantial Completion Meeting

Thirty (30) days prior to the estimated substantial completion, the Construction Manager, Owner, Engineer, Contractor and appropriate subcontractors will meet to review maintenance manuals, guarantees, closeout submittals, bonds, and service contracts for materials and equipment.

9.0 Special Meetings

Any time during progress of the Work, the Owner and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences on matters which require immediate or special attention. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers without extra cost to Owner.

10.0 Post Construction Guaranty Period Meeting

The Contractor shall meet with the Owner, Construction Manager and Engineer approximately eleven (11) months after date of Substantial Completion to inspect the Work. Meeting will be arranged by the Owner at least seven (7) days before meeting. The Contractor will require attendance of its Project Manager/Superintendent, appropriate manufacturers and appropriate subcontractors.

***** END OF SECTION *****

SECTION 01325

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

PROGRESS SCHEDULES, REPORTS AND SUBMITTALS**1.0 General**

The requirements for progress schedules and reports are included to assure adequate planning and execution of the work and to assist the Construction Manager in appraising the reasonableness of the proposed schedule and evaluating the progress of the work.

2.0 Construction Schedule

2.1 The schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

2.2 Baseline Schedule

The Contractor shall submit the schedule based on either the bar chart method or the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

- A. The start and completion dates of all work items.
- B. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- C. Progress milestone events or other significant stages of completion, as defined in **Section 00800-1.1, Time Allowed for Completion**, and **Section 01140, Work Restrictions**.
- D. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than ten (10) workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

2.3 **Float**

“Total Float” or “Float” shall be defined as the difference between the early finish and late finish dates for an activity.

On the schedule delineate the specified Contract duration and identify the planned completion of the Work as the final milestone. The time period between these two dates, if any, shall be considered contract float.

Float in any activity, milestone completion date or Contract completion date shall be considered a resource available to both the Owner and the Contractor. Neither the Owner nor the Contractor has ownership of the float. Float is for the benefit of the Project. Acceptance of the Contractor’s Baseline Schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for milestone(s) or Contract completion does not serve to change any Contract duration, nor serve as a waiver of the Contractor’s nor the Owner’s right to utilize the full amount of time specified in the Contract, unless so modified in a Contract Change Order.

2.4 **Reports**

One of the following reports shall be submitted as the Baseline Schedule:

- A. Bar Chart: A report which lists each activity description, early start and finish dates, and all preceding and succeeding activities. The report shall conspicuously indicate all activities on the controlling path.
- B. CPM Schedule: A CPM network report sorted by activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.
 - CPM network report sorted by total float.
 - CPM network report sorted by early start.

3.0 **Weather Conditions**

Seasonal weather conditions shall be considered in the planning and scheduling of work activity durations influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary General Conditions, **Section 00800-1.3, Weather Days**, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included as the last critical activity of the project schedule. When weather days are experienced, and are approved as such by the Construction Manager, the Contractor shall either:

- A. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
- B. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the Owner or Contractor.

4.0 Updates

4.1 Submittal Period

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days. The monthly reports shall be submitted within ten (10) days of the end of the reporting period. The end of the reporting period shall be as agreed upon by the Construction Manager and Contractor.

Produce and provide one (1) complete set each of time-scaled logic diagrams and bar chart on 22-inch by 34-inch sheets. The network diagram shall be clear and legible. Critical activities shall be indicated in red color. Progress bars shall be conspicuously identified by color other than red, black or white.

4.1.1 All Monthly Updates—All monthly updates shall include as a minimum:

- A. Reports—Provide the reports defined in **Section 01325-2.4, Reports**.
- B. Narrative and Tabular Report—The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the CPM schedule, including activity numbers, durations, constraints and activity descriptions, shall be listed in a detailed report which describes the reason for each.
- C. Activity Numbers and Descriptions – New activity numbers and descriptions may be added where required to further define the work and as approved by the Construction Manager. Activities may be deleted if the applicable work has not been performed and is deleted from the Work and as approved by the Construction Manager.

4.1.2 Delayed Schedule Updates - If, in the opinion of the Construction Manager, the project is behind schedule, the Contractor shall submit a narrative report with each updated analysis which shall include but not be limited to, a description of current and anticipated

problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

4.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than ten (10) days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the CPM Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

4.3 Reserved

5.0 Time Impact Analyses

When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

5.1 Reserved

5.2 Reserved

5.3 Reserved

6.0 Weekly Activities Plan

On the last working day of every week the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the next three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity number as provided in the CPM Schedule.

***** END OF SECTION *****

SECTION 01330

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

SUBMITTAL PROCEDURES**1.0 General**

Where required by the Contract Documents, the Contractor shall submit descriptive information that will enable determination of whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the Contract Documents. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the specifications. In some instances, specified submittal information describes some, but not all, features of the material equipment, or method of work. Features not requiring submittals shall be as specified.

Submittal review shall be only for general conformance with the design concept and general compliance with the information given in the contract documents. It shall not include review of quantities, dimensions, weights or gages, fabrication processes, construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Construction Manager and/or Engineer shall not be required to review and shall not be responsible for any deviations from the contract documents not clearly noted by the Contractor, nor shall the Construction Manager and/or Engineer be required to review partial submissions or those for which submissions for correlated items have not been received.

The Contractor may authorize material or equipment suppliers to deal directly with the Construction Manager with regard to such submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

2.0 Contractor Responsibilities

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the materials and equipment incorporated into the Work, or the methods of performing the Work shall be as described in the accepted submittals.

The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The Contractor shall ensure that there is no conflict with other submittals and notify the Construction Manager in each case where his submittal may affect the work of another contractor or the Owner. The Contractor shall coordinate submittals among its subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.

The Contractor shall coordinate submittals with the work so that work will not be delayed. He shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted". The Contractor assumes the risk of expense and delays when proceeding with work related to required.

The Contractor shall certify on each submittal document that it has reviewed the submittal, verified field conditions, and complied with the contract documents.

The Contractor shall include a copy of the applicable specification section, with addendums and all referenced sections included with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from the specification requirements. Check Marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. The submittal shall be accompanied by a detailed, written justification for each deviation. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal.

3.0 Submittal and Material List

Within fifteen (15) days after the Notice to Proceed, and prior to the submission of the initial shop drawings, the Contractor shall submit a draft Master Submittal List of all required submittals to the Construction Manager for favorable review. The Master Submittal List shall include a description of each item, Specification reference and the anticipated submittal date. The List shall include all items of equipment and materials for architectural, structural, mechanical, piping, electrical, heating and ventilating,

equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall reference the applicable Specification section or Drawing. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review. No work shall proceed on any item until it has been submitted and favorably reviewed. An incomplete submittal list is not a basis for avoiding a submittal required by the specifications.

4.0 Definitions

- A. Manufacturer's Instructions: Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product; Manufacturers Instructions are not prepared especially for the Work.
- B. Shop Drawings: Drawings, diagrams, schedules, and other data specially prepared for the Work to illustrate some portion of the Work. Shop drawings shall include, but not necessarily be limited to:
 - 1. Custom-prepared data such as fabrication or erection/installation (working) drawings.
 - 2. Scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.
- C. Product Data: Illustrations, standard schedules, performance charts, brochures, diagrams and other information to illustrate materials or equipment for some portion of the Work.
 - 1. Product data as specified in individual Sections, and as applicable to the Work shall include, but not necessarily be limited to:
 - a. Standard prepared data for manufactured products (sometimes referred to as catalog data or "cuts").
 - b. Manufacturer's product specifications.
 - c. Installation instructions.
 - d. Availability of colors and patterns.
 - e. Manufacturer's printed statements of compliance and applicability.
 - f. Roughing-in diagrams and templates.
 - g. Product photographs.
 - h. Standard wiring diagrams.

- i. Performance curves and operational-range diagrams.
 - j. Production or quality control inspection and test reports and certifications, and mill reports.
 - k. Operating and maintenance instructions and recommended spare parts listing and printed product warranties.
- D. Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens of coordination of visual effect, graphic symbols and units of work to be used by the Engineer or others for independent inspection and testing, as applicable to the Work.

5.0 Procedures

- A. The Contractor shall deliver submittals to the Construction Manager at the address provided to Contractor by the Construction Manager. The Contractor is required to allow adequate time in its project schedule for the preparation and review of the submittal to ensure that the submittal will serve its intended purpose. The Contractor is encouraged to mark the submittal “high”, “normal” or “low” priority to assist the reviewer in prioritizing the submittal reviews during periods of high volume of submissions.
- B. Transmittal Form—Unless otherwise specified, submittals regarding material and equipment shall be accompanied by **Form 01999-05, Submittal Transmittal**. A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section and subsection or paragraph to which the submittal is related shall be indicated on the transmittal form.
- C. Assign each submittal a unique number. Clearly note the submittal numbers on the transmittal. Number each submittal with the identifying specification section, followed by a sequential number that represents the Contractor’s assigned number of 01, 02, et cetera. Resubmittals shall be numbered by adding a dot (.) and 01, 02, 03, et cetera to the original submittal number, depending on the number of times the submittal has been resubmitted. For example: if Submittal 03300-01 requires a resubmittal, the first resubmittal will bear the designation “03300-01.01” and the second resubmittal will bear the designation “03300-01.02” and so on.

- D. Submit specified number of copies of submittal. Should the Contractor require more returned copies of any particular submittal, the Contractor shall furnish an equal greater number of copies to the Construction Manager than is specified.
- E. Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with Contract Documents.
- F. Deviations From The Contract—If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefore. If the Owner accepts such deviation, the Owner shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

6.0 Shop Drawings, Product Data and Samples

- A. Submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show compliance with specified requirements.
- B. Check, verify and revise submittals as necessary to bring them into conformance with Contract Documents and actual field conditions.
 - 1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 - 2. Coordinate submittal with other submittals and with the requirements of the Contract Documents.
- C. Field Verification: Prior to submitting shop drawings, Contractor shall have determined and verified all field measurements, elevations, potential conflicts, quantities and dimensions. This verification may require potholing.
- D. After completion of checking, verification, and revising; stamp, sign and date submittals indicating review and approval; and submit to Construction Manager.
 - 1. Stamp and signature indicates Contractor has satisfied shop drawing review responsibilities and constitutes Contractor's written approval of shop drawing.
 - 2. Shop drawings without Contractor's written approval will be returned for resubmission.
- E. Shop Drawings: Submit eight (8) copies. Three (3) will be returned with reviewer's comments and stamp.
- F. Product Data and Manufacturer's Instructions: Submit four (4) copies. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with Contract Documents.
 - 1. One (1) copy will be returned with reviewer's comments and stamp.

- G. Samples: Submit two (2) samples labeled with reference to applicable Contract Documents. Label will be returned with reviewer's selection when appropriate, comments and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.
- H. Special Samples: Submit one (1) sample labeled with reference to applicable Contract Documents. Sample and one (1) label will be returned for installation in the Work.

7.0 Manufacturer's Instructions

Submit manufacturer's instructions whenever made available by manufacturers and when installation, erection, or application in accordance with manufacturer's instructions is required by the Specifications. Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components. Submit manufacturer's instructions in accordance with requirements for Product Data.

8.0 Engineer's Review

- A. The Engineer's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of Contract Documents. Neither shall Engineer's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective work. The Contractor shall not consider submittals as Contract Documents. The purpose of submittals is to demonstrate how Contractor intends to conform to the Contract Documents and design concepts. Engineer will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by Contract Documents or Laws and Regulations.
- B. The Engineer's review of shop drawings, samples, or test procedures will be only for conformance with design concepts and for compliance with information given in Contract Documents. The Engineer's review does not extend to:
 - 1. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
 - 2. Contractor's means, methods, techniques, sequences, or procedures except when specified, indicated on the Drawings, or required by Contract Documents.
 - 3. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.
- C. Except as may be provided in subsequent specifications, a submittal will be returned within thirty (30) calendar days. When a submittal cannot be returned within that period, Construction Manager will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned. The returned submittal shall indicate on the following actions:

1. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
4. If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittals with deviations that have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
5. If the submittal information does not require a review by the Engineer, copies of the submittal will be marked "Review not Required" and will be returned without review.

9.0 Review Cost

The Owner's cost for review of submittals for the same proposed materials, equipment or work shall be apportioned as follows:

1. The cost of review of the initial submittal and the first revised submittal will be borne by the Owner.
2. The cost to review all additional revised submittals after the first revised submittal will be charged to the Contractor. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.
3. If a submittal is approved and the Contractor elects to submit an alternate item for review for the same application, the Contractor shall be responsible for the review costs for the alternate submittal. The cost of review shall include, without limitation, administrative, design and engineering activities directly related to review of submittals.

10.0 Submittals for Information or Record Only

Where specified, the Contractor shall furnish five (5) copies of informational submittals to the Construction Manager. Incomplete or inadequate product data, test/inspection reports will be returned to the Contractor for re-submittal. The Contractor is to pay for all mill and factory tests that are required in the Contract Documents. No copies of informational submittals will be returned unless they are found to be incomplete or inadequate.

11.0 Substitutes or “or Equal” Items and Product Options

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name designated a “sole source” and/or is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

The procedure for review by Engineer will include the following as may also be supplemented in the Contract Documents. Requirements for review of substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to the Construction Manager for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. The Owner may require Contractor to furnish at Contractor’s expense additional data about the proposed substitute.

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine

that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in **Section 01330, Submittal Procedures**.

All requests for substitution shall be submitted within thirty-five (35) calendar days after award of the contract. The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer and Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance that will be evidenced by either a Change Order or an accepted Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Contractor shall pay all costs for redesign required by the implementation of the proposed substitute.

***** END OF SECTION *****

SECTION 01340

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

REQUESTS FOR INFORMATION AND CLARIFICATIONS**1.0 General**

Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of the Contract Documents, or if it appears to the contractor that work to be done or any matter relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, the Contractor shall immediately notify the Construction Manager in writing and request interpretation, clarification, or additional detailed instructions concerning the work. The Contractor shall ask for any clarification or request for information immediately upon discovery, but no less than fifteen (15) days prior to the start date of the activities related to the clarification, based on the latest updated and accepted construction schedule. Contractor shall be responsible for its costs to implement and administer RFI's throughout the Contract duration. Regardless of the number of RFI's submitted, Contractor will not be entitled to additional compensation.

A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.

2.0 RFI Procedures**2.1 Contractor Review and Submittal****A. Contractor's Review**

Before submitting each RFI, the Contractor shall carefully review the following for relevant information:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
3. All information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

4. The coordination of each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
5. The Contract Documents.
6. The Project correspondence and documentation.

B. Submittal Requests

The Contractor shall submit all requests for clarification and/or additional information in writing through the Construction Manager to the Engineer using the Request for Information (RFI) form. See **Form 01999-06, Request for Information**. Contractor shall provide a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

Contractor shall furnish six (6) copies of each RFI. Each RFI shall be dated and bear a signed certification that Contractor has performed the review defined above. No consideration for review by Construction Manager of any RFI will be made for any item which has not been certified by the Contractor. All non-certified RFI's will be returned to Contractor without action taken by Engineer, and any delays caused thereby shall be the total responsibility of Contractor.

Each RFI shall be limited to one subject.

2.2 **RFI Numbering System**

The Construction Manager will assign blocks of numbers for the Contractor, Engineer, Owner's Representative, and for substitutions. The Contractor will use the block of numbers consecutively with the date of issue, except for re-issuance of a respective RFI in which the subscript A, B, C, etc., will be added until the RFI is resolved. If Contractor believes the RFI reviewer's response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to Construction Manager clarifying original RFI. Additionally, Construction Manager may return RFI requesting additional information should original RFI be inadequate in describing condition.

2.3 **Owner's RFI Review and Response Time**

Except as may otherwise be provided herein, the Construction Manager will return one copy of each RFI form to Contractor, with its comments noted thereon or on a separate comment sheet, within a reasonable amount of time, but no more than fifteen (15) calendar days following their receipt from Contractor, or if it is necessary to extend this period, the Construction Manager shall notify the Contractor in writing as to when a decision will be provided.

Engineer's review will be only to provide clarification and interpretation of the Contract Documents. Engineer's review shall not relieve Contractor for the responsibility for compliance with the Contract Documents.

Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto.

The Engineer may furnish additional detailed written instructions to further explain the work, and such instructions shall be a part of the contract documents. Clarifications will be issued using the above RFI system and **Form 01999-09, Field Directive**. Should additional detailed instructions in the opinion of the Contractor constitute work in excess of the scope of the contract, the Contractor shall submit notification immediately and written notification thereof to the Construction Manager no more than seven (7) days following receipt of such instruction, and in any event prior to the commencement of work thereon. If the Construction Manager considers it justified, the instructions of the Engineer will be revised or a proposed change order will be issued for the Owner's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above. In addition, the Contractor shall within fifteen (15) days from the date of notification provide detailed justification and analysis as well as complete pricing and schedule CPM fragmentary network to support any request for time extension. See **Section 01350, Contract Modification Procedures** for more details.

Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the Owner's interpretation, clarifications, instructions, or decisions subject to removal or replacement and the Contractor shall be responsible for all losses.

RFI's will not be recognized or accepted, if in the opinion of the Construction Manager or Engineer, that one of the following conditions exists:

1. The Contractor submits an RFI as a submittal.
2. The Contractor submits the RFI under the pretense of a contract documents discrepancy or omission without thoroughly reviewing the documents. In this case, the Contractor shall be responsible for both the Construction Manager's and Engineer's administrative costs to process the RFI. Such costs will be deducted from Contractor's progress payments.
3. The Contractor submits the RFI in a manner that suggests that specific portions of the contract documents are assumed to be excluded, or be taken as an isolated portion of the contract documents in part rather than whole.

4. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of work or related trades.

The Engineer's review shall not relieve Contractor from the entire responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called attention to each such variation at the time of each RFI submittal and Engineer has given written approval of each such variation by specific written notation thereof incorporated in the RFI review; nor will any review by Engineer relieve Contractor from responsibility for compliance with the requirements for careful review above.

***** END OF SECTION *****

SECTION 01350

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

CONTRACT MODIFICATION PROCEDURES**1.0 General**

This Section provides supplementary procedures for the administration of changes to the Contract as specified in **Section 00700-7.0, Changes in the Work**. Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Construction Manager and approved by the Owner which increases the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as omitted work.

Any change in scope of Work or deviation from Contract Documents including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, as outlined in this Section.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the Owner, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

Only Contractor or Owner may initiate changes in scope of Work or deviation from Contract Documents.

2.0 Contract Modification Procedures**2.1 Request for Proposal (RFP)**

A request for a proposed cost made to the Contractor by the Owner to add, delete or change the Work. RFP's shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.

Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to Owner for consideration a Cost Proposal using **Form 01999-12, Contractor's Cost Breakdown Worksheet** found in **Section 01999, Reference Forms**. All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemizing materials, labor, equipment, special services, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall follow the cost items defined in Cost Determination in this Section. The Contractor shall provide all required information requested in the RFP no later than fourteen (14) days after receiving the RFP.

Upon receipt of a Cost Proposal with a detailed breakdown as prescribed herein this Section, the Construction Manager will act promptly thereon. If Construction Manager accepts a Cost Proposal, Construction Manager will prepare Change Order for Owner and Contractor signatures. If Cost Proposal is not acceptable to Construction Manager because it does not agree with cost and/or time included in Cost Proposal, Construction Manager will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section, Contractor shall have seven (7) days in which to respond to Construction Manager with a revised Cost Proposal.

If the parties do not agree on the price or time for an RFP, Owner may either issue a unilateral change order pursuant to **Section 00700-7.1.4, Change Orders** or a Construction Change Directive (CCD) as defined below in **Section 01350-2.3, Construction Change Directive (CCD)**. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

When necessity to proceed with a change does not allow the Construction Manager sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Construction Manager may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

2.2 Field Directive/Supplemental Instruction Resulting from RFI's or Submittals

The Contractor may be issued a Field Directive or Supplemental Instructions resulting from an RFI (see **Section 01340, Requests for Information and Clarifications**). The Form to be used is **Form 01999-09, Field Directive** found in **Section 01999, Reference Forms**.

If Contractor is satisfied with Field Directive or Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Field Directive or Supplemental Instruction shall be executed without a Change Order.

If Contractor believes the Field Directive/Supplemental Instruction results in a change in Contract Sum or Contract Time, then Contractor must notify the Construction Manager

with seven (7) days following receipt of Field Directive/Supplemental Instruction and before proceeding with this Work. If the Construction Manager considers it justified, the instructions of the Field Directive/Supplemental Instructions will be revised or a proposed change order will be issued for the Owner's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above. In addition, the Contractor shall within fifteen (15) days from the date of notification provide detailed justification and analysis as well as complete pricing and schedule CPM fragmentary network to support any request for time extension.

Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the Owner's interpretation, clarifications, instructions, or decisions subject to removal or replacement and the Contractor shall be responsible for all losses.

If the parties still do not agree on the Field Directive's impact to the Contract Sum or Contract Time, then Contractor will be directed again in writing to make the changes covered in the Field Directive/Supplemental Instructions and Contractor shall do so notwithstanding any claims or disagreements of any nature. Contractor may file a Claim in accordance with **Section 00700-7.3, Resolution of Disputes**.

2.3 Construction Change Directive (CCD)

A CCD is a written order prepared by the Construction Manager and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time.

If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Owner may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to Owner's CCD within ten (10) calendar days.

Contractor's response must be any one of following:

- A. Return CCD signed, thereby accepting Owner's response, time, and cost.
- B. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
- C. Give notice of intent to submit a Claim as described in **Section 00700-7.3.1, Notice and Contract Claim** within thirty (30) days.

If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. Unit prices stated in the Contract Documents or subsequently agreed upon.
- C. Cost to be determined in a manner agreed by the Owner and Contractor.

A CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with **Section 01350-3.2, Mark-Up Allowances**. If the parties still do not agree on the price for a CCD, Contractor may file a Claim in accordance with **Section 00700-7.3, Resolution of Disputes**. Contractor shall keep and present, in such form as Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in **Section 01350-3.0, Cost Determination**.

Pending final determination of cost to Owner, amounts not in dispute may be included in Applications for Payment.

2.4 Field Order – Force Account Work

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Owner may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the work as described in **Section 01350-3.0, Cost Determination**.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor using **Form 01999-13, Daily Extra Work Report** or an equivalent form approved by the Construction Manager. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the

Construction Manager no later than the working day following the performance of said work. The Daily Extra Work Report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in **Paragraph 00700-7.3.1, Notice and Contract Claim**.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by vendor's invoices acceptable to the Construction Manager.

2.5 Differing Site Conditions

Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing Site conditions encountered in the execution of the Work pursuant to **Section 00700-7.2, Differing Site Conditions** which shall govern. If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue an RFP, CCD or Field Order.

2.6 **Hazardous Waste Conditions**

Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to **Section 00700-7.2, Differing Site Conditions**, which shall govern. If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP, CCD or Field Order.

2.7 **Contractor Cost Reduction Proposals**

Refer to **Section 01350-7.0, Cost-Reduction Incentive (Value Engineering Proposal)**, below, for procedures on Cost Reduction Proposals, also known as Value Engineering Proposals.

2.8 **All Changes**

A. Upon request of the Construction Manager, the Contractor shall provide the following information to support the request for change in cost:

1. Copy of original quotations, purchase order or invoices to verify costs included in original bid.
2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
3. Copy of all subcontracts.
4. Copy of all employee time records and wage rates paid.
5. Copy of all insurance and bond costs resulting from change.
6. Copy of all quantity takeoff sheets for materials, labor and equipment.
7. Certified payroll records.
8. Certified composite wage rate statements including employees' base rate and Contractor's contributions for fringe benefits, subsistence and travel.
9. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation.
10. Invoices for all rental equipment.
11. Other information, as required, to document the labor, equipment and materials used.

The below item, **Section 01350-5.0, Cost Pricing Data and Access to Records**, provides expanded Contractor requirements regarding providing access to cost pricing data and related change records.

B. Correlation of Other Items:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order, CCD or Field Order as a separate line item

and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

2. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Order, CCD or Field Order.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

3.0 Cost Determination

3.1 Direct Cost Categories

The categories described below are defined to be direct costs. No other type of costs will be allowable as a direct cost. Direct costs shall not include any labor costs or indirect costs pertaining to the Contractor's and subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools (as defined in item C below) and supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

The Owner reserves the right to furnish such labor, materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such items.

A. Direct Field Labor

The cost of labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the work by the Contractor will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
2. All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the Contractor for each specific craft and broken down by wage rate if applicable to that craft.
3. Liability insurance burden applied to Contractor's payroll. Contractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.

Except as otherwise may be agreed to in writing by the Construction Manager, the actual wages and benefits paid for manual classifications of Contractor's on-site workers will not, in the aggregate, be more than the current applicable wage for each classification as established by the State of California Director of Industrial Relations.

Specifically prohibited from the labor costs are other payroll burden factors such as small tools (as defined in item C below), bonuses of any kind and safety incentives. Contractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category. Except as otherwise may be agreed to in writing by the Construction Manager, the actual travel and/or subsistence costs will not be more than established in an applicable Master Labor Agreement or the State of California Director of Industrial Relations.

Within fifteen (15) days following Notice to Proceed date, the Contractor shall submit to Construction Manager for approval a breakdown of labor costs as allowed herein for each expected craft used in the Work showing straight time and overtime rates. These rates would be good during defined period for each craft until wages are changed by the either Union Master Labor Agreements, if Contractor is signatory, or the Department of Industrial Relations.

B. Materials

The cost of all materials, including all factory testing, freight and delivery costs of materials, accepted by the Owner and used in performing the work will be the cost to the Contractor from the supplier thereof. All discounts for early payment shall accrue to the Contractor unless the Owner's payment to Contractor is paid to Contractor before discount payment is due in which case discount savings will be fully credited to Owner on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.

For materials used in construction of the Project which may have additional uses on other projects for the Contractor's benefit, such as dimensional lumber, beams and plywood to form concrete or temporary diversion pipes, the Contractor shall submit a material unit cost to cover use of these types of materials for the approval of the Owner prior to delivery to the Work Site. This unit cost shall take into account the use of such materials on other past and future projects.

C. Construction Equipment

The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.

Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in **Section 01350-4.1, Direct Field Labor**. The

rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made. Compensation for idle time of equipment through delays caused by the Owner will be made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.

Individual items of construction equipment or small tools which have a replacement value of \$500 or less shall not be charged to the Change Order work unless it can be demonstrated that the particular item is needed solely for the completion of the Change Order work.

Within fifteen (15) days following Notice to Proceed date, the Contractor shall submit to Construction Manager for approval a list of hourly rates for equipment owned by the Contractor and expected to be used in the Work.

D. Special Services

When the Construction Manager and the Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of the Contractor or those of any Subcontractors, service or extra Work item may be performed by a specialist. These types of services will be paid based on an agreed upon current market rate.

3.2 Mark-Up Allowances

The Contractor and subcontractors shall be entitled to compensation for indirect field and home office overhead costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order work, as further described below. The maximum markup which will be allowed for the Contractor's combined overhead and profit will be:

- A. For work by its own organization, the Contractor may add up to the following percentages:

Direct Field Labor:	20 percent
Materials:	10 percent
Equipment (owned or rented):	15 percent
Special Services:	5 percent

- B. For all such work performed by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (A) above to its actual net increase in costs for combined overhead and profit. The Contractor may add up to five percent (5%) of

the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

- C. For all such work done by subtier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in (A) above to its actual net increase in costs for combined overhead and profit. The subcontractor may then add up to five percent (5%) of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five percent (5%) of the subcontractor's total for its combined overhead and profit. No further compensation will be allowed for the subcontractors' and Contractor's administration of the work performed by the subtier-subcontractor. No additional mark-ups will be allowed for further tier-ed subcontracts.
- D. When both additional and deleted work are involved in any one change, the markup allowances of this Section shall be applied to the net extra cost of the work, if any, after subtraction of the costs for the omitted work from the extra work. For Change Order work which results in a net decrease in cost a minimum of five percent (5%) markup shall be added to the sum of the direct labor, materials and equipment as a deduction for profit, costs, and reduction in bond and insurance. The Contractor shall not be entitled to nor claim for anticipated profits on work that may be omitted.

To the total of the actual costs and fees allowed herein under, not more than two and one half percent (2.5%) shall be added for additional bond and insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's actual costs, as substantiated through documentation submitted to the Construction Manager.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include but are not limited to the Contractor's and all subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

4.0 Increased or Decreased Quantities

Increases or decreases in the quantity of a Contract unit price bid item of work will be determined by comparing the total pay quantity of such item of work with the Bid Schedule quantity.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by twenty-five percent (25%) or less, payment will be made for the

quantity of work of said item performed at the Contract unit prices therefor, unless eligible for adjustment pursuant to **Section 01350-4.4, Changes in Character of Work**.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule quantity by more than twenty-five percent (25%), in the absence of an executed Contract change order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with **Section 01350-4.1, Increases of More Than 25 Percent**, **Section 01350-4.2, Decreases of More Than 25 Percent**, or **Section 01350-4.3, Eliminated Items**, as the case may be.

4.1 Increases of More Than 25 Percent

Should the total pay quantity of any item of work required under the Contract exceed the Bid Schedule quantity by more than twenty-five percent (25%), the work in excess of 125 percent of the Bid Schedule quantity will be paid for by adjusting the Contract unit price, as hereinafter provided. At the option of the Construction Manager, payment for the work involved in such excess will be made on the basis of force account as provided by **Section 01350-2.4, Force Account Payment**.

Such adjustment of the Contract unit price will be the difference between the Contract unit prices and the actual unit costs, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Bid Schedule quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in **Section 01350-2.4, Force Account Payment** or such adjustment will be as agreed to by the Contractor and the Construction Manager.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Bid Schedule quantity is less than \$5,000 at the applicable Contract unit price, the Construction Manager reserves the right to make no adjustment in said price if it so elects, except that an adjustment will be further considered if requested in writing by the Contractor.

4.2 Decreases of More Than 25 Percent

Should the total pay quantity of any item of work required under the Contract be less than seventy-five percent (75%) of the Bid Schedule quantity, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the revised quantity will be paid for by adjusting the Contract unit price as hereinafter provided. At the option of the Construction Manager, payment for the quantity of the work of such item performed will be made on

the basis of force account as provided in **Section 01350-2.4, Force Account Payment**. However, in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in **Section 01350-2.4, Force Account Payment**; or such adjustment will be as agreed to by the Contractor and the Construction Manager.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would have been made for the performance of seventy-five percent (75%) of the Bid Schedule of the quantity for such item at the original Contract unit price.

4.3 Eliminated Items

In the event that a part of the Work is to be eliminated in its entirety and such Work is covered by unit price(s) contained in the Bid and/or Contract Documents, the price of the eliminated Work item shall be based on the applicable unit price(s). The Contractor shall be paid five percent (5%) of the total extended amount (bid price times quantity) for the eliminated Work item in consideration of the applicable Contractor's overhead costs.

Should any Contract item of the Work be eliminated in its entirety, in the absence of an executed Contract change order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Construction Manager of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Construction Manager, and if orders for such material cannot be cancelled, it will be paid for at the actual cost. In such case, the material paid for shall become the property of the Owner and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Construction Manager so directs, the material shall be returned and the Contractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the Owner.

4.4 Changes in Character of Work

If an ordered change in the plans and specifications materially changes the character of work of a Contract unit price bid item from that on which the Contractor based its Bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the work of said

item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed Contract change order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following:

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in **Section 01350-2.4, Force Account Payment**; or such adjustment will be agreed to by the Contractor and the Construction Manager. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Construction Manager, the work of said item or portion of item which is changed in character will be paid for by force account as provided in **Section 01350-2.4, Force Account Payment**.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in **Section 01350-4.1, Increases of More Than 25 Percent** and **Section 4.2, Decreases of More Than 25 Percent**.

5.0 Cost Pricing Data and Access to Records

All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.

The Construction Manager shall have access, upon reasonable notice during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as changes and claimed extra work, and the Contract for the purpose of making audit, examination, excerpts and transcriptions and in order to verify or evaluate any change, prospective or executed, or any claim for which compensation has been requested or notice of potential claim has been tendered.

Such books, documents, and other records mentioned above shall include, but are not limited to all those reasonably necessary to determine the accurate amount of direct and indirect costs, job site, and delay and impact costs, however characterized, and shall include the original Bid and all documents related to the Bid and its preparation, as well as, the as-planned construction schedule and all related documents.

Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the Owner's cost.

6.0 Time Extensions for Change Orders

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of **Section 01325-5.0, Time Impact Analysis**.

7.0 Cost-Reduction Incentive (Value Engineering Proposal)

7.1 General

The cost-reduction incentive program provides a mechanism by which the Contractor can be motivated to use his construction expertise to improve contract performance and thereby create an overall reduction in the total cost of the Contract. The Contractor and its subcontractors may participate in the cost-reduction program; however, participation of the subcontractors shall be through the Contractor. In addition, the sharing arrangement between the Contractor and the subcontractor must be mutually agreed upon by the Contractor and its subcontractor, and written evidence of such agreement will be submitted along with the submittal of the cost-reduction proposal.

No cost reduction proposals shall be submitted for which the Owner's share in the participation of the proposals is not greater than \$5,000.

Cost-reduction proposals shall comply with the following conditions:

- A. The proposed change shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
- B. The proposed change will not cause undue interruption of the Contract work, nor shall the proposed change be allowed to extend the Contract completion date of the project unless an extension provides a specific project benefit.
- C. The proposed change shall be in compliance with all local permits and regulations and code requirements as set forth in the contract documents.
- D. The proposed change shall not involve payment of royalties by the Owner to the Contractor.

7.2 **Proposal Submittal**

The cost-reduction proposal shall generally conform to **Section 01330, Submittal Procedures**.

The cost-reduction proposals shall contain as a minimum the following information:

- A. Name of individuals associated with the development and preparation of the cost-reduction proposal.
- B. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes. Clear identification of all advantages and disadvantages for each change proposed.
- C. A summary of estimated costs which shall include but not be limited to the following:
 - 1. Project construction costs before and after the cost-reduction proposal. This shall be a detailed estimate identifying the following items:
 - a. Quantities of material and equipment.
 - b. Unit prices of materials and equipment.
 - c. Labor hours and rates for installation.
 - d. Equipment hours and rates for installation.
 - e. Subcontractors and prime contractor markups.
 - f. Other estimate items necessary to evaluate the proposal.
 - 2. Operation and maintenance costs before and after the cost-reduction proposal.
 - 3. Costs for implementing the cost-reduction proposal not included in item 1 above.
 - 4. Other costs as required to meet all local permits, regulations, and code requirements as set forth in the contract documents.
 - 5. Time required for execution of the proposed change.
- D. A preliminary schedule indicating the general time impacts for implementing the proposed change. Also indicate the date that the cost-reduction proposal needs to be approved for implementation.
- E. If the Owner advises the Contractor that the proposed change will be reviewed for more detailed consideration and approval, a detailed procedure and schedule for implementing the proposed change shall be submitted. This detailed procedure and schedule shall include all necessary Contract amendments. This submittal shall also include a copy of the current Contractor's schedule showing all changes which would occur if the cost-reduction proposal were accepted.

The provisions of **Section 01350-7.0, Cost-Reduction Incentive (Value Engineering Proposal)** shall not be construed to require the Owner or Engineer to consider any cost-reduction proposal which may be submitted. The Owner will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this Section nor for any delays to the work attributable to any such proposal. The Owner shall not be responsible or liable for payment of any of the Contractor's costs associated with a non-accepted proposal.

If a cost-reduction proposal is similar to a change in the Contract Documents under consideration by the Owner at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the Owner after the advertisement for the Contract, the Owner will not accept such proposal, and the Owner reserves the right to make such changes without cost-reduction compensation to the Contractor under the provisions of this Section.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order incorporating the cost-reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.

The Owner shall be the sole judge of the acceptability of the cost-reduction proposal and the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Owner, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The Owner reserves the right, where it deems such action appropriate, to require the Contractor to share in the Owner's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the Owner to deduct amounts payable to the Owner from any monies due or may become due to the Contractor under the Contract.

7.3 Acceptance

If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to **Section 01350, Contract Modification Procedures**. Such change order shall incorporate the changes in the plans and specifications, which are necessary

to be put into effect and shall include any conditions upon which the Owner's approval thereof is based if the approval of the Owner is conditional. The change order shall also set forth estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the change order and shall further provide that the Contractor be paid fifty percent (50%) of said estimated net savings amount. The Contractor's cost of preparing the cost-reduction proposal and the Owner's costs of investigating a cost-reduction proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract, unless specifically provided for in the contract change order authorizing the use of the cost-reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said change order.

The Owner expressly reserves the rights to adopt a cost-reduction proposal for general use on contracts administered by the Owner when it determines that said proposal is suitable for the application to other contracts. When an accepted cost-reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this Section, and in that case, only as to those contracts awarded to this same Contractor prior to submission of the accepted cost-reduction proposal and as to which such cost-reduction proposal is also submitted and accepted. Cost-reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Owner.

***** END OF SECTION *****

SECTION 01354

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

HAZARDOUS MATERIAL PROCEDURES

1.0 General

This Section includes procedures required when encountering hazardous materials at the Work site. See also Technical Division Section 02000.

2.0 References

- A. California Health and Safety Code, Section 25117.
- B. State of California Code of Regulations (CCR).
 - 1. Title 8. Industrial Relations.
 - a. Division 1. Department of Industrial Relations.
 - 2. Title 22. Social Security.
 - a. Division 4. Environmental Health.
 - b. Division 4.5. Environmental Health Standards for the Management of Hazardous Waste.
- C. United States Code of Federal Regulation (CFR), Title 29 and Title 40.
 - 1. 29 CFR 1910.1000.
 - 2. 29 CFR 1910.134.
- D. Steel Structure Painting Council:
 - 1. Guide 61—Guide for Containing Debris Generated During Paint Removal Operations.
 - 2. Guide 61—Description of Methods and Systems.
 - 3. Guide 71—Guide for the Disposal of Lead-Contamination Surface Preparation Debris.
 - 4. PA Guide 3.

3.0 Submittals

Submit laboratory reports, hazardous material removal plans, and certifications.

4.0 Hazardous Materials Procedures

- A. Hazardous materials are those defined by the State of California Health and Safety Code, Section 25117.
- B. When Hazardous Materials including Contaminated Soil Have Been Found:
 - 1. Prepare and initiate implementation of plan of action.
 - 2. Notify immediately Construction Manager, and other affected persons.
 - 3. Notify such agencies as are required to be notified by Laws and Regulations with the times stipulated by such Laws and Regulations.
 - 4. Designate a Certified Industrial Hygienist to issue pertinent instructions and recommendations for protection of workers and other affected persons' health and safety.
 - 5. Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with laws and regulations.
- C. Forward to Construction Manager, copies of reports, permits, receipts, and other documentation related to remedial work.
- D. Assume responsibility for worker health and safety, including health and safety of Subcontractors and their workers.
 - 1. Instruct workers on recognition and reporting of materials that may be hazardous.
- E. File requests for adjustments to Contract Times and Contract Price due to the finding of Hazardous Materials in the Work site in accordance with **Article 7.2—Differing Site Conditions** of the **General Conditions**.
 - 1. Minimize delays by continuing performance of the Work in areas not affected by hazardous materials operations.

5.0 Hazardous Paint Removal and Disposal

- A. Existing paint surfaces that contain hazardous metals in concentrations will require implementation of hazardous material compliance procedures as legislated by the following:
 - 1. United States Code of Federal Regulations, Title 29 and Title 40.
- B. Analytical laboratory testing of existing paint is included in Appendix C.
- C. Submit a plan for the removal, containment, and disposal of hazardous paint and associated debris.
- D. Prior to beginning work associated with the removal, containment, and disposal of hazardous paints, prepare and submit to the ENGINEER for his review the following:

1. Listing of hazardous paint removal equipment to be used.
2. Outline of procedures to be used to remove hazardous paint.
3. Data and specifications describing chemical stripping materials to be used.
4. Data and specifications describing abrasive blast materials and grit size to be used.
5. Plan describing hazardous paint removal, hazardous waste debris containment, and hazardous waste disposal methods.
6. Safety plan, consisting of a written plan of action covering operational requirements for safe removal of lead paint, safe handling and containment of waste and debris generated by the operation, and safe disposal of hazardous waste and non-hazardous waste materials, complying with the most stringent requirements of the following:
 - a. Equipment and material manufacturer's safety sheets.
 - b. Steel Structure Painting Council-PA Guide 3.
 - c. 29 Codes of Federal Regulations 1910.1000.
 - d. 29 Codes of Federal Regulations 1910.134.
- E. Carry out hazardous paint removal, containment, and disposal work in accordance with the following steel structure painting council guidelines:
 1. Steel Structure Painting Council Guide 61: Guide for Containing Debris Generated During Paint Removal Operations.
 2. Steel Structure Painting Council Guide 71: Guide for the Disposal of Lead-Contaminated Surface Preparation Debris.
- F. Comply with Code of Federal Regulations, U.S. Department of Health and Human Services NIOSH Standards, U.S. Department of Labor OSHA Standards, U.S. EPA Standards, American Conference of Government Industrial Hygienists Standards, and ANSI Standards as referenced in Steel Structure Painting Council Guide 61 and Steel Structure Painting Council Guide 71.
- G. Hazardous paint removal methods acceptable for use as described in Steel Structure Painting Council Guide 61, Section 5, "Description of Methods and Systems" include:
 1. Open Abrasive Blast Cleaning with Expendable Abrasive.
 2. Open Abrasive Blast Cleaning with Recyclable Abrasive.
 3. Closed Abrasive Blast Cleaning with Recyclable Abrasive.
 4. Chemical Stripping.
- H. Assume responsibility for the proper utilization of the paint removal method selected. When abrasive blast cleaning is selected to remove hazardous paint, comply with all applicable federal, state, and local air quality, pollution, and environmental control regulations for blast cleaning. When chemical stripping is selected to remove the lead-based paint, adhere to the chemical manufacturer's recommendations for the

application of the product, the removal of the paint, and the containment of the debris.

- I. Hazardous paint removal work shall be performed by a CONTRACTOR having prior experience in the removal method selected and shall provide at least 5 references of similar projects completed, 3 of which must have been completed within the past 12 months, documenting his experience.
- J. Utilize a Class 3 containment and ventilation system as described in Steel Structure Painting Council Guide 61 during lead paint removal and containment procedures. Comply with the following requirements as described in Steel Structure Painting Council Guide 61:
 - 1. Containment Materials: Type A1 – Rigid or Type A2 – Flexible.
 - 2. Permeability of Containment Materials: Type B1 – Air Impermeable.
 - 3. Support Structure: Type C1 – Rigid or Type C2 – Flexible Support Structure.
 - 4. Joints: Type D1 – Fully Sealed Joints.
 - 5. Entryways: Type E2 – Overlapping Door Tarps.
 - 6. Air Make-up System: Type F1 – Controlled Air Make-up.
 - 7. Input Air Flow System: Type G1 – Forced Input Air Flow.
 - 8. Air Flow Air Pressure: Type H2 – Visual Verification.
 - 9. Air Movement: in accordance with Type I1 – Minimum Air Movement Specified.
 - 10. Exhaust Dust Filtration System: Type J1 – Air Filtration System.
 - 11. Method for Assessing Quantity of Emissions from Site: Method A: Visible emissions with a Level O emissions requirement. Perform abrasive blasting inside containment structures.
- K. Do not leave spent abrasive blast material, chemical stripping material, or hazardous paint debris uncontained on the project site overnight.
- L. Test each container of paint debris, spent blast cleaning abrasive, chemical stripping debris, and other waste material generated by the operation to determine the waste material hazardous waste classification.
- M. Assume responsibility for the disposal of hazardous paint waste and associated waste generated by the removal of the hazardous paint and the preparation of the surfaces for recoating. Dispose in accordance with applicable federal, state, and local requirements and regulations.
- N. Accurately complete the Uniform Hazardous Waste Manifest included at the end of Steel Structure Painting Council Guide 71. Indicate on the Manifest that the Owner is the hazardous waste generator, and obtain the Owner's Environmental Protection Agency identification number for use in completing the Manifest.

6.0 Asbestos Materials – Not Used

7.0 Polychlorinated Biphenyl (PCB) Materials

- A. It is the specific intent of these Contract Documents to exclude from the Work any and all products or materials containing PCB. No new products containing PCBs shall be incorporated in the Work.
- B. PCBs and PCB contaminated equipment shall be removed, packaged, shipped and disposed of in accordance with all State and Federal regulations. Obtain the services of a firm licensed and regularly engaged in the removal of PCBs and PCB contaminated equipment. The firm shall be licensed in the State or States in which the contaminated material is handled, shipped and disposed. Pay all fees associated with the removal of the contaminated material and equipment and provide documentation showing acceptable disposal.
- C. Should the Contractor discover PCB contaminated equipment that was not identified, the Contractor shall follow the procedures specified here in **Section 01354-7.0, Polychlorinated Biphenyl (PCB) Materials** immediately.

***** END OF SECTION *****

SECTION 01360**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603****ENVIRONMENTAL CONTROLS****1.0 Site Maintenance**

The Contractor shall keep the work site, staging areas, and Contractor's facilities clean and free from rubbish and debris and shall comply with the requirements of **Section 01090-3.0, Stormwater Quality Controls** and the Storm Water Pollution Prevention Plan. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

A. Cleanup

1. Waste material of any kind will not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site and disposed of by the Contractor.
2. The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Construction Manager.
3. In the event that waste material, refuse, debris and/or rubbish are not so removed from the work by the Contractor, the Owner reserves the right to have the waste material, refuse, debris and/or rubbish removed and the expense of the removal and disposal charged to the Contractor.
4. Paints, solvents, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils.

B. Street Cleaning

1. The Contractor shall be responsible for preventing dirt and dust from escaping from trucks departing the project site, by covering dusty loads, washing truck tires before leaving the site, or other reasonable methods.
2. When working dump trucks and/or other equipment on paved streets and roadways, the Contractor will be required to clean said streets as required by the Construction Manager to remove dirt caused by the Contractor's activities. The use of water in amounts, which result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.

3. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Construction Manager, the Owner reserves the right to have the streets in question cleaned by others and the expense of the operation charged to the Contractor.

2.0 Dust and Air Pollution Control

- A. The Contractor and all subcontractors shall comply with the requirements of California Air Resources Board (CARB) regulations for In-Use Off-Road Diesel Fueled Fleets Regulation in accordance with CARB Regulations Section 2449(i). Valid Certificates of Reported Compliance for the fleets, including all subcontractors listed in **Section 00430, Designation of Subcontractors**, must be provided with bid documents.
- B. The Contractor shall be required to reduce particulate emissions by complying with the Placer County Air Pollution Control District. The Contractor shall provide the following measures as a minimum:
 1. Enclose, cover, or water all soil stockpiles as needed to maintain dampness and prevent visible dust emissions. The amount of watering may depend upon temperature, humidity, and wind speed for any given day. Alternatively, a higher degree of emission reduction can be achieved through installation of sprinklers on all soil stockpiles. Contractor is advised that high wind conditions are prevalent at the site.
 2. Water all exposed soil as needed to maintain dampness and prevent visible dust emissions. The amount of watering may vary depending upon temperature, humidity, and wind speed for a given day.
 3. Water all haul roads as necessary to maintain dampness and prevent visible dust emissions. The amount of watering may vary depending upon temperature, humidity, and wind speed for a given day.
 4. Maintain adequate freeboard or secure covering of all haul/dump trucks sufficient to prevent visible dust emissions and to prevent soil spillage onto surrounding roadways.
- C. Contractor shall restrict actively graded areas to ten acres per day.
- D. The Contractor shall not discharge smoke, dust, and other contaminants into the atmosphere that violate the regulations of the Placer County Air Pollution Control District. Combustion engines shall not be allowed to idle for prolonged periods of time. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the Construction Manager shall be repaired or replaced.

3.0 Noise Control

- A. The Contractor shall comply with applicable laws, regulations, and ordinances which apply to any work performed pursuant to the contract. If the requirements of this Section are more restrictive than those of the local regulations, the requirements of this Section shall govern.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure. Use "quiet package" or "hush" equipment which is readily available for such equipment as trailer-mounted compressors, generators, welders, etc. All equipment shall be operated in the quietest manner practicable.
- C. Contractor shall be required to locate all fixed construction equipment such as compressors and generators as far as feasibly possible from sensitive receptors. Contractor shall shroud or shield all impact tools.
- D. Where possible, the Contractor shall use electric rather than diesel or gas-powered equipment.
- E. There shall be no start-up of machines or equipment, no delivery of materials or equipment, no cleaning of machines or equipment and no servicing of equipment except during the permitted hours of construction involving noisy operations.
- F. Amplified sound and other forms of loud communication constituting a nuisance, at the sole discretion of the Construction Manager, shall not be permitted.
- G. Material stockpiles and/or vehicle staging areas shall be located as far as practicable from dwellings.
- H. The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. The name and telephone number of the coordinator shall be clearly posted at the construction site. The disturbance coordinator shall determine causes and implement measures to mitigate the noise impact, including the enforcement of the allowable hours of construction, the identification of poorly muffled equipment and requiring its repair or replacement; and recommending temporary construction noise barriers.

4.0 Tree and Plant Protection

- A. Temporary Tree Protection
 - 1. The Contractor shall carefully protect existing trees from damage by construction activities. No trees outside the construction limits shall be removed or damaged, unless authorized by the Construction Manager.
 - 2. If a tree is damaged or destroyed by construction (other than those designated for removal), the Contractor shall replace it in species, size and grade with a healthy tree as directed by the Construction Manager. Where it is necessary to replace a

tree damaged by construction, the Contractor shall bear all expenses required to establish the replacement tree and paying Placer County tree removal fees.

B. Cultivated Areas and Other Surface Improvements:

All landscaped areas and other surface improvements which are damaged by actions of the Contractor shall be restored. The Contractor shall minimize vegetation removal. Areas shall not be cleared until construction activities require the work. Erosion controls shall be in place prior to clearing and grading activities.

C. Other Areas to be Protected:

Environmentally sensitive areas are indicated on the Drawings. The Contractor shall erect a protective fence around the area to be protected. The protective fence shall be 4 feet tall, international orange high density polyethylene resin (Visi-Barrier or equal). Posts shall be heavy duty steel T-posts with corrosion resistant coating spaced at 5 feet on centers.

5.0 Water Control – Not Used

6.0 Oil Spill Prevention and Control

A. General

The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations. All such prevention, containment, and cleanup costs shall be borne by the Contractor. The Contractor shall not discharge oil, fuel, or other petroleum products from equipment or facilities into surrounding waters or onto adjacent land.

B. Spill Mitigation Measures

The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, and cleanup:

1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
2. All land-based oil and products storage tanks shall be diked or located so as to prevent spills from escaping to the water. Diking and subsoils shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
3. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall then be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leakproof containers after cleanup and during transport to disposal. Waste material shall be disposed off property at an approved site.

7.0 Discovery of Cultural Resources

If discovery is made of items of historical archaeological or paleontological interest, the Contractor is to immediately cease all Work in the area of discovery and promptly notify the Construction Manager. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones and fossils. Do not resume Work in the area of discovery until authorization is received from the Construction Manager. When work is resumed, excavation or other activities shall be as directed by the Construction Manager. If the discovery of cultural resources causes a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work the Owner shall cause to be issued a change order under the procedures provided in **Section 00700-7.1, Change Orders**.

8.0 Fire Protection and Prevention

The Contractor shall be responsible fire protection and prevention during the work including complying with Cal/OSHA and U.S. Forest Service Requirements. At a minimum, the contractor shall comply with the requirements set forth in Appendix A, PCWA Fire Prevention Plan.

***** END OF SECTION *****

SECTION 01380

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

PHOTOGRAPHS

1.0 General

Photographs before, during and after construction are an important record of site conditions, construction progress, as-built features and significant planned/unplanned events.

1.1 Pre-Construction Photographs

The Contractor shall provide forty (40) preconstruction photographs prior to commencement of Work on the site. Preconstruction photographs shall be taken at locations to be designated by the Construction Manager. These photographs shall be submitted prior to beginning construction.

1.2 During Construction Photographs – Not Used

1.3 Post-Construction Photographs

Upon acceptance of the Work, the Contractor shall provide forty (40) photographs of the Work where directed by the Construction Manager. Post-construction photographs shall be taken at locations to be designated by the Construction Manager. These photographs shall be submitted as part of Contract Closeout.

2.0 Deliverable Products – Not Used

***** END OF SECTION *****

SECTION 01400

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

QUALITY CONTROL AND INSPECTION**1.0 Contractor's Quality Control****1.1 General**

The Contractor is to ensure that products, services, workmanship and Site conditions comply with the requirements of the Contract Documents by coordinating, supervising, testing and inspecting its Work. The Contractor shall utilize only suitably qualified, skilled and trained personnel experienced in the tasks required to complete the Work in accordance with the quality requirements of the Contract Documents. Should there be no quality basis specifically prescribed for any portion of the Work, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g. ASTM or ASHRAE), whichever is more stringent.

1.2 Quality of Work

The Contractor's quality of Work shall include, but not be limited to, the following requirements:

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by Owner.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure Owner's advanced written consent. Document and explain

all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

- F. Verification of Quality: Work shall be subject to verification of quality by Owner in accordance with provisions of the Contract Documents.

1.3 Defective Work

Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time. Acceptance of Defective Work, without specific written acknowledgement and approval of Owner, shall not relieve the Contractor of the obligation to correct such Work. Should Owner determine that it is not feasible or in Owner's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between Owner and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with the Contract Documents. Owner and Owner's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications. Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and Owner and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to Owner's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

2.0 Inspection and Testing

Additional requirements for tests are described in other Technical Paragraphs of these Contract Documents.

2.1 General

Where the Contract Documents require work to be field tested or approved, it shall be tested in the presence of the Construction Manager or its authorized representative. The Construction Manager shall have the right to witness all on-site tests performed by the Contractor and any shop tests. The results of any tests performed by the Contractor shall be made available for the information of the Construction Manager. Inspections, tests or favorable reviews by the Construction Manager or others shall not relieve the Contractor from its obligation to perform the work in accordance with the requirements of the Contract Documents or for its sole responsibility for the quality of workmanship and materials.

Except as specifically required under the technical specifications for testing and inspection, all tests for materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. Where tests are to be performed by the Construction Manager or by an independent laboratory or agency, the Contractor shall furnish such samples of all materials as required by the Construction Manager without charge. The sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Construction Manager, and not by the Contractor. No material for which the Contract Documents require the submittal and approval of tests, certificates of compliance or other documentation shall be incorporated in the Work until such submittal has been made and approved. The Contractor shall provide safe access, including plants where materials or equipment are manufactured or fabricated, for the Construction Manager and inspectors to adequately inspect the quality of work and the conformance with the Contract Documents. The Contractor shall furnish the Construction Manager the necessary labor and facilities for such things as excavation in the compacted fill to the depths required to take samples. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

Upon completion of the Work the Construction Manager will conduct a final inspection as provided for in **Section 00700-8.7, Final Inspection and Payment**. Records shall be available at all reasonable hours for inspection by other local or State agencies to ascertain compliance with laws and regulations.

Neither the employment of independent testing and inspection agency nor observations or tests by Owner and Owner's consultants shall in any manner relieve the Contractor of obligation to perform Work in full conformance to all requirements of the Contract Documents. The Owner reserves the right to reject all Work not in conformance to the requirements of the Contract Documents, or otherwise Defective.

2.2 Notice

The Contractor shall notify the Construction Manager in writing at least twenty-four (24) hours before any field testing or special inspections are required to be performed by the Construction Manager or independent laboratory furnished by the Owner. The Contractor shall notify the Construction Manager at least two hours before any inspection is required to be performed or to witness the Contractor's on-site field testing.

Whenever the Contractor varies the period during which work is carried on each day, the Contractor shall give due notice to the Construction Manager so that proper inspection may be provided. Any work done in the absence of the Construction Manager shall be considered to be rejected. It will be the responsibility of the Contractor to demonstrate to the satisfaction of the Construction Manager that the work meets all conditions of the Specifications and if such conditions are not met to remove the work.

The Contractor shall give the Construction Manager written notification at least thirty (30) days prior to the shipment of materials and equipment to be tested and/or inspected at the point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

2.3 Costs of Testing

The Contractor shall be responsible for, and shall pay for, all quality control and off-site tests of materials required. All other testing required by the Technical Specifications shall be the responsibility of the Contractor.

The Contractor shall be responsible for, and shall pay for, all source quality control and all on-site tests of materials required, except those tests specifically noted to be performed and paid for by the Owner.

The Construction Manager shall have the authority to require additional tests or inspections due to the manner in which the Contractor executes its work. Examples of such additional tests and inspections include; tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Specifications. Where such tests and inspections are required by Contract to be performed by the Owner, the Owner will pay for the additional tests and inspections but will issue a unilateral Change Order to deduct these costs from the Contract price.

2.4 Work Covered Prior to Inspection and/or Testing

Work requiring inspection and/or testing shall not be concealed or buried prior to the acceptance of such inspection or testing. Work covered without the favorable review or consent of the Construction Manager shall, if required by the Construction Manager, be uncovered for inspection and/or testing at the Contractor's expense.

2.5 Work Covered With Prior Inspection and/or Testing

If the Construction Manager considers it necessary or advisable that covered work which was favorably inspected and tested be uncovered for reinspection and/or retesting, the Contractor, at the Construction Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Construction Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective the Contractor will be allowed an increase in the Contract price or an extension of the

Contract time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction, and a Change Order shall be issued for such additional work.

2.6 Coordination of County, City Building and Other Inspections

The Contractor is completely responsible for scheduling all County, City and any other agency inspections in accordance with the County, City and agency requirements. The Contractor shall notify the Construction Manager of all building and other work component inspection notices and schedules. Failure of the Contractor to properly coordinate and schedule these inspections shall not be cause for time extensions.

2.7 Special Tests and Inspections

As provided for in the Contract Documents, laws and regulations, specialized tests and inspections shall be performed by special inspectors certified by the International Conference of Building Officials (ICBO). Unless otherwise stated in the Contract Documents, each of these tests will be performed and paid for by the Owner.

2.8 Inspections and Tests by Serving Utilities – Not Used

2.9 Inspections and Tests by Serving Manufacturers

Unless otherwise indicated in the Contract Documents, the Contractor shall cause all required tests and inspections to be conducted by materials, equipment or systems manufacturers. Additionally, all tests and inspections required by materials, equipment or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contractor's bid.

3.0 Test Water – Not Used

***** END OF SECTION *****

SECTION 01500

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**1.0 General**

This Section covers the general requirements for the Contractor's temporary facilities at the job site and for the prosecution of the work. The Contractor shall be responsible for furnishing, installing and maintaining all temporary utilities required for the Work, all construction aids required for the Work, fences and barriers as required for protection of the public, property, environment and the Work, field offices and storage facilities, as specified, except as allowed herein, and removal of said items upon completion of the Work. The Contractor may use existing roadways for access and parking to the extent practical and allowable. Access points to the construction site(s) shall be as designated by the Owner.

2.0 Quality Assurance

Contractor shall comply with applicable Federal, State, and local laws, codes, regulations and ordinances and with utility company requirements.

3.0 Submittals

Submit the following information:

1. Copies of permits and approvals for construction as required by Laws and Regulations of governing agencies.
2. Backflow prevention procedures for temporary connection to Owner's potable water system, if applicable.
3. Proposed plan and layout for all temporary offices, designated parking areas, sanitary facilities, storage yards, temporary water service and distribution, temporary sewer connection, temporary telephone service, temporary power service and distribution and temporary fire equipment access roads.

4.0 Temporary Utilities**4.1 Utility Requirements**

The Contractor shall maintain and operate the temporary utility systems to assure continuous service. The systems shall be modified and extended as Work progress

requires. Temporary materials and equipment shall be completely removed when their use is no longer required. The Contractor shall clean and repair any damage caused by temporary utility installations or use.

4.2 Power

Contractor shall make arrangements for temporary power and make arrangements and pay all costs for a temporary power supply. Contractor shall arrange for and pay all costs associated with temporary power service to the field offices and to Contractor's storage sheds, and shall pay all costs for installation and removal of temporary service and all power used. Contractor shall pay for energy used during start-up and testing and until such time that the Owner takes beneficial occupancy of the Work or the Work is accepted by the Owner, whichever occurs first.

The Contractor shall provide temporary lighting to meet applicable requirements to allow erection or installation of materials and equipment and to allow observation and inspection of the Work.

4.3 Water

Contractor shall provide bottled drinking water service for all drinking water required by construction personnel. Provide refrigerated bottled water dispensers for all trailers to be occupied by personnel. Each dispenser shall have two 3-gallon internal reservoirs and an additional 5-gallon water bottle storage. A minimum of two extra 5-gallon water bottles shall be on hand at each trailer during the duration of occupancy. The Contractor shall be responsible for paying all costs associated with supplying drinking water.

The Contractor shall provide water storage tankage as necessary for construction purposes.

4.4 Telephone

The Contractor shall provide wireless telephone service for each site to facilitate communication regarding work, scheduling, and emergencies.

4.5 Heating and Ventilation – Not Used

5.0 Construction Facilities

5.1 General

Temporary structures shall be structurally sound, weather tight, with floors raised above ground. Temperature transmission resistance shall be compatible with occupancy and

storage requirements. At the Contractor's option, portable or mobile buildings modified for office use may be used. Existing site facilities and new permanent facilities shall not be used for construction facilities. Sites for temporary structures shall be filled and graded to provide surface drainage. Temporary structures shall be constructed on proper foundations, secured, provided with connections for utility services and provided with railed steps and landings at elevated entrance doors. Periodic maintenance and cleaning shall be provided for temporary structures, furnishings, equipment and services. Temporary structures, contents and services shall be removed when they are no longer needed for the Work. Foundations and debris shall be removed, the site graded to required elevations and the areas cleaned.

The Contractor shall maintain the temporary facility site during construction in a manner that will not obstruct roads or access to Owner's facilities. The Contractor shall proceed with the Work in an orderly manner, maintaining the site free of debris and unnecessary equipment or materials.

Contractor shall not use any of the Owner's facilities or supplies, including telephones, sanitary facilities, trash receptacles or vehicles.

The Contractor shall, at all times, be responsible for the security of the Contractor's facilities, materials and equipment. The Owner will not be responsible for missing or damaged equipment, tools or personal belongings.

5.2 Storage Buildings

Storage buildings shall be adequate for the requirements of the various trades and shall have adequate dimensions for storage and handling of products. Ventilation shall be provided to comply with specified and code requirements for the products stored. Heating shall be provided to maintain temperatures specified in the respective Sections for the products stored. Buildings shall be arranged and/or partitioned to provide security of contents and ready access for inspection and inventory. Combustible materials shall be stored in a well-ventilated, remote building meeting applicable safety standards.

5.3 Contractor's Field Office – Not Used

5.4 Owner's Field Office – Not Used

5.5 Sanitary Facilities

The Contractor shall provide sanitary facilities for the on-site personnel:

1. As required by laws and regulations.
2. Not less than one (1) facility per site.

3. Not less than one (1) facility for each 20 employees, or fraction thereof, of Contractor and subcontractors at the site.

Facilities and enclosures shall be serviced, cleaned and maintained on a weekly basis. The Owner's existing sanitary facilities will not be available for use by Contractor or subcontractors.

6.0 Temporary Construction – Not Used

7.0 Construction Aids

The Contractor shall provide construction aids and equipment required by personnel and to facilitate the execution of the Work including, but not limited to, scaffolds, staging, ladders, stairs, ramps, runways, platforms, railways, hoists, cranes, chutes and other such facilities and equipment as required. Contractor may, at his own risk, use hoists and cranes installed as part of the work, subject to the following:

1. Coordinate with Engineer and Owner.
2. Do not exceed rated capacity of hoists and cranes.
3. Replace or repair any damaged units to the satisfaction of the Owner.
4. Owner makes no representation as to the suitability, serviceability, or safety of hoists and cranes and assumes no responsibility for their safe use by the Contractor's personnel.

Construction aids shall be relocated as required by the progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner. Temporary materials and equipment shall be completely removed at the completion of the Project. Remove foundations and underground installations for construction aids. The areas of the site affected by temporary installations shall be graded to required elevations and slopes and the area clean. The Contractor shall clean and repair damage caused by installation or by use of temporary facilities.

8.0 Vehicle Access and Parking

The contractors vehicle parking shall allow Agency and emergency vehicles to access the facilities.

9.0 Temporary Barriers and Enclosures – Not Used

10.0 Temporary Controls – Not Used

11.0 Project Identification – Not Used

***** END OF SECTION *****

SECTION 01770

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

CLOSEOUT PROCEDURES

1.0 General

This Section includes Contract closeout requirements including:

1. Waste disposal,
2. Touch-up and Repair
3. Preparation and submittal of closeout documents,
4. Final completion certification.

2.0 Final Cleaning – Not Used

3.0 Waste Disposal

- A. Arrange for and dispose of surplus materials, waste products, and debris off-site.
- B. Do not fill ditches, washes, or drainage ways which may create drainage problems.
- C. Do not create unsightly or unsanitary nuisances during disposal operations.
- D. Maintain disposal site in safe condition and good appearance.
- E. Complete leveling and cleanup prior to final acceptance of the Work.

4.0 Touch-Up and Repair

Touch-up or repair finished surfaces on structures, equipment, and installations that have been damaged prior to inspection for Final Acceptance.

5.0 Final Cleaning and Sterilization [Disinfection] of Systems of Plant Facilities - Not Used

6.0 Final Cleaning and Sterilization [Disinfection] of Systems of Potable Water Mains – Not Used

7.0 Closeout Documents

- A. Submit following Closeout Submittals upon Completion and at least seven (7) days prior to submitting Application for Final Payment:
 - 1. Project Record Documents.
 - 2. Warranties and Bonds.
 - 3. Evidence of Payment and Release of Liens and Stop Payment Notices as outlined in Conditions of the Contract.
 - 4. Release of claims as outlined in Conditions of the Contract.
 - 5. Certificate of Final Completion.

8.0 Evidence of Compliance with Requirements of Governing Authorities – Not Used

9.0 Project Record Documents

- A. Maintain at Project site, available to Owner and Construction Manager, one (1) copy of the Contract Documents, shop drawings and other submittals, in good order.
 - 1. Mark and record field changes and detailed information contained in submittals and change orders.
 - 2. Provide schedules, material lists, and testing.
 - 3. Make annotations with erasable colored pencil conforming to the following color code:
- B. Maintain documents separate from those used for construction.
 - 1. Label documents “RECORD DOCUMENTS”.

Additions:	Red
Deletions:	Green
Comments:	Blue
Dimensions:	Graphite

- C. Keep documents current.
 - 1. Record required information at the time the material and equipment is installed and before permanently concealing.
- D. Deliver record documents with transmittal letter containing date, Project title, Contractor’s name and address, list of documents, and signature of Contractor.
- E. Record documents shall be available for the Construction Manager to review to ascertain that changes have been recorded.

- F. Failure of the Contractor to keep current with the updating of the Record Documents shall be grounds for withholding monies from partial payment estimates as specified in **Section 00700-8.3, Right to Withhold Amounts**.

***** END OF SECTION *****

SECTION 01999

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

REFERENCE FORMS

The forms listed below and included in this Section are referenced from other sections of the Specifications. Contractor may submit equivalent forms for Owner's approval prior to use. If Owner does not approve substitute form, Contractor must use forms found in this Section. Owner will provide Contractor electronic files of prescribed forms upon request.

Form No.	Referenced in Section(s)	Title of Form
01999-01	00700	CAD WAIVER
01999-02	01324	CONTRACTOR'S DAILY REPORT
01999-03	00700 01200	CONTRACTOR'S APPLICATION FOR PAYMENT
01999-04		SYSTEM OUTAGE REQUEST (SOR)
01999-05	01330	SUBMITTAL TRANSMITTAL
01999-06	01340	REQUEST FOR INFORMATION (RFI)
01999-07	00700	WARRANTY FORM
01999-08		REQUEST FOR PROPOSAL
01999-09	01340 01350	FIELD DIRECTIVE
01999-10		CONSTRUCTION CHANGE DIRECTIVE (CCD)
01999-11		FIELD ORDER- FORCE ACCOUNT WORK
01999-12	01350	CONTRACTOR'S COST BREAKDOWN WORKSHEET
01999-13	01350	DAILY EXTRA WORK REPORT
01999-14		CHANGE ORDER
01999-15	01782	OPERATING AND MAINTENANCE INFORMATION TRANSMITTAL
01999-16	00700	CERTIFICATE OF SUBSTANTIAL COMPLETION
01999-17		UNIT RESPONSIBILITY CERTIFICATE
01999-18	01700	EQUIPMENT TEST REPORT
01999-19	01782	EQUIPMENT RECORD FORM- A
01999-20		EQUIPMENT RECORD FORM- B

Form No.	Referenced in Section(s)	Title of Form
01999-21	01700	MANUFACTURER'S INSTALLATION CERTIFICATION FORM- A
01999-22		MANUFACTURER'S INSTRUCTION CERTIFICATION FORM- B
01999-23		MOTOR DATA FORM
01999-24	01700-3.5	PIPE TEST RECORD
01999-25	01700-3.5	INSTRUMENT CALIBRATION TEST DATA FORM
01999-26	01700-3.10	STARTUP AND PERFORMANCE EVALUATION FORM
01999-27		TRAINING CERTIFICATE FORM
01999-28	00700	SAFETY CHECKLIST

***** END OF SECTION *****

CONTRACTOR'S DAILY REPORT

PROJECT NAME: MFP UPCOUNTRY FACILITY PAINTING CONTRACT NO.: 2026-06			DATE		REPORT NO.
CONTRACTOR			OWNER		
PROJECT MANAGER	HOURS WORKED From: To:		WEATHER		
CONTRACTOR MANPOWER (BY LABOR CLASS)	NO.	TOTAL HOURS	SUBCONTRACTOR MANPOWER	NO.	TOTAL HOURS
CONTRACTOR EQUIPMENT	NO.	TOTAL HOURS	SUBCONTRACTOR EQUIPMENT	NO.	TOTAL HOURS

DESCRIPTION OF WORK PERFORMED TODAY (ATTACH ADDITIONAL SHEETS IF NECESSARY)

**REMARKS BY CONTRACTOR (Delays,
Interruptions, Deviations, Extra Work
Activities, Unusual Occurrences, etc.)**

MATERIALS/EQUIPMENT DELIVERED

REPORT PREPARED BY

TITLE

DATE

MFP UPCOUNTRY FACILITY PAINTING
CONTRACT NO. 2026-06
PROGRESS PAY ESTIMATE NO. XX
DATE

ANALYSIS OF WORK PERFORMED

Previous total estimate	\$ 0.00
Estimate this period	\$ 0.00
Total estimate to date	\$ 0.00
Less: 5% retention	\$ 0.00
Less: Amount of previous payments	\$ 0.00
Balance due this payment	\$ 0.00

CONTRACT COMPLETION DATA

Original Contract Amount	\$ 0.00
Current Change Orders to Date	\$ 0.00
Current Contract Amount	\$ 0.00
Total Estimate to Date (from above)	\$ 0.00
Remaining Contract Amount	\$ 0.00
Percent of Work Complete	0 %

CERTIFICATION

I certify that all items and amounts shown on this Progress Pay Estimate are correct to the best of my knowledge; that all work has been performed and/or material supplied in full accordance with the requirements of the Contract, and/or duly authorized deviation, substitutions, alterations, and/or additions to the best of my knowledge; and that this Estimate is a true and correct statement of the Contract account up to and including the last day of the period covered by this Progress Pay Estimate.

By signing below, I warrant that Contractor's as-built drawings are up to date and that all certified payroll has been submitted to the Agency and current through this period.

Submitted by Contractor: _____

By: _____ Name: _____ Date: _____

Title of Authorized Representative: _____

By signing below, I warrant that Contractor's as-built drawings are up to date and all items and amounts shown on this Progress Pay Estimate are correct to the best of my knowledge.

By: _____ Name: _____ Date: _____
PCWA Inspector

By signing below, I warrant that Contractor's certified payroll has been submitted to the Agency and is current through this period and all items and amounts shown on this Progress Pay Estimate are correct to the best of my knowledge.

By: _____ Name: _____ Date: _____
Project Engineer

SUBMITTAL TRANSMITTAL

Submittal Description: _____

Priority Level: ☐ Low ☐ Medium ☐ High ☐ **On Critical Path**

Submittal No.	
☐ 1 st Submission	☐ Re-Submittal
Spec Section	
Dwg/Detail No.	

Owner: Placer County Water Agency	Routing	Date Sent	Date Received
Project:	Contractor/CM		
	CM/Design Consultant		
Contractor:	Design Consultant/CM		
	CM/Contractor		

We are sending you: ☐ Attached ☐ Submittals for review and comment ☐ Product Data for information only

☐ Under separate cover via _____
Remarks: _____

No. Copies	Description	Manufacturer	Reviewer Action	Reviewer Initials

The Action Designated Above is in Accordance with the Following Legend: A – No Exceptions Taken B – Make Corrections Noted C – Amend and Submit D – Rejected E – Design Consultant’s review not required	CONTRACTOR: Must certify one of the following statements pertaining to the transmittal or submittal sent for review: ☐ As the General Contractor for this project we certify that the material or equipment contained in this submittal meets all the requirements, including coordination with all related work specified (no exceptions) ☐ As the General Contractor for this project we certify that the material or equipment contained in this submittal meets all the requirements specified except for the attached deviations.
--	--

Comments: _____

Certified by: _____
(Contractor’s Signature)

REQUEST FOR INFORMATION

Area of Work in Question: _____

RFI Generated by: ☐ Contractor ☐ CM ☐ Other _____

Priority Level: ☐ Low ☐ Medium ☐ High ☐ **On Critical Path**

Is there a Cost Impact associated with this RFI? ☐ Yes ☐ No ☐ Possibly

Is there a Time Impact associated with this RFI? ☐ Yes ☐ No ☐ Possibly

RFI No.	
☐ 1 st Submission	☐ Re-Submittal
Spec Section(s)	
Dwg/Detail No.(s)	

Owner: Placer County Water Agency	Routing	Date Sent	Date Received
Project:	Contractor/CM		
	CM/Design Consultant		
Contractor:	Design Consultant/CM		
	CM/Contractor		
Question(s): (Attach sketches or additional sheets as needed)			
Submitted by: _____ Date: _____			
Response: (Attach sketches or additional sheets as needed)			
Response by: _____ Date: _____			

WARRANTY FORM

Warranty For:

Project: _____

Location: _____

We hereby guarantee the _____
that we have constructed for a period of one (1) year from _____ the date of
acceptance of the work/substantial completion by the Placer County Water Agency.

The following are excluded from the provisions of the warranty:

We agree that if any of the paint should fail due to any reason other than improper maintenance or improper operation we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should exigent circumstances require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the Placer County Water Agency to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor: _____

Signed: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL

QUOTATION NO.: _____

TO: _____ DATE: _____

FROM: _____

PROJECT: _____

KEYWORD DESCRIPTION: _____

DATE PROPOSAL REQUIRED: _____

The following modification to the contract has been identified. Pursuant to **Section 01350, Contract Modification Procedures**, please provide a proposal for the alteration as described in **Section 01350-1.0, General**. The proposal should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described. This is not a change order.

To be completed by Initiator of Request:

1. Scope of Work: (include list of attachments)

Scope of work has not changed.

2. Reason(s) for Modification:

3. Approval of Request:

Owner: _____ Date: _____

Construction Manager: _____ Date: _____

To be completed by Contractor:

4. Total cost of modification: (attach detailed breakdown) \$ _____

5. Will a modification to the contract time be required? ☐ Yes ☐ No

If yes, please provide time impact analysis in accordance with **Section 01324, Progress Schedules and Reports**

6. Proposal is in effect until: (date) _____

Signed:

Contractor's Authorized Representative: _____ Date: _____

Field Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	
Owner:	Owner's Contract No.:
Contractor:	

Attention:

You are hereby directed to promptly execute this Field Directive issued in accordance with **Section 01350-2.2, Field Directive**, for changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Construction Manager immediately and before proceeding with this Work. Any modifications, including a change to the contract price or contract requirements shall be covered by a formal Change Order executed by Owner and Contractor.

Reference: _____
(Specification Section(s)) / RFI # (Drawing(s)) / Detail(s)

Description: _____

Refer to Drawing Sheets _____ Section of Detail _____

Refer to Specification Item(s) _____

Will additional drawings be necessary? ☐ Yes ☐ No

Attachments: _____

	Issued by:
	Construction Manager
Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

CONSTRUCTION CHANGE DIRECTIVE (CCD)

OWNER:		
PROJECT:		
CHANGE DIRECTIVE NO.: (Contractor)	DATE:	
When signed by the Owner, this document becomes effective immediately and the Contractor shall proceed with the change(s) described below. The Contractor is hereby directed to make the following change(s) to the Work of the Contract: (Reference attachments by name and date) <u>PROPOSED ADJUSTMENTS</u> 1. The proposed basis of adjustment to the Contract Sum is: ☐ A Lump Sum adjustment of: _____ ☐ A Unit Price adjustment of: _____ per _____ ☐ Actual costs as documented and approved per the Contract. ☐ Other method as provided below: <i>(Insert terms of the basis of adjustment or reference attachment by name and date)</i> _____ ☐ Unilateral determination by Owner. ☐ NO CHANGE 2. The proposed adjustment to the Contract Time is: ☐ NO CHANGE ☐ An increase of _____ calendar days ☐ A decrease of _____ calendar days		
PREPARED BY:		
Name of Construction Manager	Signature	Date
WORK AUTHORIZED BY:		
Name of Agency	Signature	Date
DIRECTIVE ACCEPTED BY:		
Name of Contractor	Signature*	Date

*Signature by the Contractor indicates the Contractor's full and complete agreement with the proposed basis of adjustment in the Contract Sum and Time set forth in this Construction Change Directive. Change Directives accepted by the Contractor shall be incorporated into a Change Order without further adjustment.

FIELD ORDER

FIELD ORDER NO.:	DATE:
To Contractor:	Contract Days Changed: ☐ Yes ☐ No ☐ To be determined
Project No.:	
Project Name:	
Location:	

You are authorized to proceed with the following work:

Justification:

Cost Basis: \$ _____
Time and Material Not to Exceed Estimate

Contractor to submit.

DATE: _____

Recommended by Construction Manager

Approval By: _____ DATE: _____
Owner

Accepted By: _____ DATE: _____
Contractor

Field Work Orders will be converted to a Change Order within thirty (30) days of the Owner's approval. Maximum amount for any one Field Work Order shall conform to the Owner's policy guidelines. All costs incurred by Contractor resulting from this Field Order will be determined in accordance with **Section 01350-3.0, Cost Determination.**

Contractor must submit Daily Extra Work Reports to the Construction Manager no later than the working day following the performance of said work. See Section 01350-2.4, Field Order – Force Account Work.

CONTRACTOR'S COST BREAKDOWN WORKSHEET

Project Name: MFP UPCOUNTRY FACILITY PAINTING

Contract No.: 2026-06

Name of Contractor: _____

RFP # _____, Field Directive # _____, RFI # _____, or Other Reference _____

[illegible]

DAILY EXTRA WORK REPORT

Job Title: MFP UPCOUNTRY FACILITY PAINTING Contract No.: 2026-06	Field Order No.	Sheet No. ____ of ____
Contractor:	Date Reported:	Date Performed:

Description of Work:

Equipment*			Hours	Hourly Rate	Delay Factor	Extended Amounts	Labor*		Hours	Hourly Rate	Extended Amounts
Model	Code	Description									
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
					1.00	\$0.00		OT			\$0.00
								Reg			\$0.00
Total Cost of Equipment – Regular Hours						B.	\$0.00	Subtotal – Overtime Hours			\$0.00
Material and/or Work done by Others**							Subtotal – Regular Hours			\$0.00	
Description		No. Units	Unit Cost		Extended Amounts	Description		Ltr.	% Markup	Total Costs	
					\$0.00	Total Cost of labor (Regular + OT)		A.		\$0.00	
					\$0.00	Total Cost of Equipment		B.		\$0.00	
					\$0.00	Material and/or Work done by others		C.		\$0.00	
					\$0.00	Markup on Labor (A.)			20%	\$0.00	
					\$0.00	Markup on Equipment (B.)			15%	\$0.00	
					\$0.00	Markup on Materials and Work (C.)			10%	\$0.00	
Total Cost of Materials and Work – Regular Hours						C.	\$0.00	Total This Report		\$0.00	

* Includes Equipment and Labor of Subcontractors and Owner-Operators.

** Section is used to report work for which labor rates as described in the specifications are unavailable.

Contractor's Authorized Field Representative

Owner's Field Representative

Receipt does not constitute acceptability for payment
or acceptance of "Extra Work" status for work.

1. List Model, Code & Description of Equipment as it appears in the equipment rental rates booklet published by CalTrans.
2. List labor as it appears in the labor rate breakdown as described in the specifications.
3. Attach photocopies of applicable labor rate breakdown and equipment rental sheets.
4. List operator on same line as equipment.

NON OR DISCRETIONARY
CONTRACT CHANGE ORDER

Change Order No.: _____

Date: _____

Project No. _____

Contract No. _____

CONTRACT FOR:

TO: _____
(Contractor)

You are hereby requested to comply with the following changes from the Original Contract, Plans and Specifications.

Item Number	Description of Changes	Decrease in Contract Price	Increase in Contract Price
Subtotals		\$0.00	\$0.00

Total Net Increase / Decrease: \$0.00

Justification:

INCLUDE FOLLOWING LANGUAGE IF CHANGE ORDER IS NON DISCRETIONARY: This meets the criteria for a non- discretionary change order in accordance with Article 9, Sec 3132, of the Agency's General Administrative Rules as immediate direction was required in order to avoid additional costs.

The amount of the Contract will be ☐ increased ☐ decreased by the sum of: _____ .

☐ *The amount of the Contract will not change.*

The Contract Total including this and previous Change Orders will be: _____ .

The Total Contract Duration under this Change Order will be ☐ increased ☐ decreased by _____ days.

☐ *The Duration of the Contract will not change.*

This document will become a supplement to the Contract and all provisions will apply here.

Recommended: _____ Date: _____
Project Engineer -

Accepted: _____ Date: _____
Contractor -

Approved: _____ Date: _____
Placer County Water Agency or
Jeremy Shepard, P.E., Director of Technical Services

OPERATING AND MAINTENANCE INFORMATION TRANSMITTAL

Submittal Description: _____

Submittal No.		# Copies
☐ 1 st Submission	☐ Re-Submittal	
Spec Section		

Owner: Placer County Water Agency	Routing	Date Sent	Date Received
Project:	Contractor/CM		
	CM/Design Consultant		
Contractor:	Design Consultant/CM		
	CM/Contractor		

Supplier Name:	Supplier Review		Design Consultant Review	
Checklist	Satisfactory	N/A	Accept	Deficient
1. Table of Contents				
2. Equipment Record Forms				
3. Supplier/Vendor Contact Information				
4. Safety Precautions				
5. Operator Pre-Start				
6. Start-up, Shutdown/Post-Shutdown Procedures				
7. Normal Operations				
8. Emergency Operations				
9. Operator Service Requirements				
10. Environmental Conditions				
11. Lubrication Data				
12. Preventative Maintenance Plan/Schedule				
13. Troubleshooting Guide/Diagnostic Techniques				
14. Wiring Diagrams and Control Diagrams				
15. Maintenance and Repair Procedures				
16. Removal and Replacement Procedures				
17. Spare Parts and Supply List				
18. Corrective Maintenance Man-hours				
19. Parts Identification				
20. Warranty Information				
21. Personnel Training Requirements				
22. Testing Equipment and Special Tool Information				

Remarks: _____

(Contractor's Signature)

(Supplier's Signature)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

OWNER's Contract Number: _____

CONTRACTOR: _____

Contract for Construction of: _____

Project or Specified Part Shall Include: _____

Contract Date: _____

The Work performed under this Contract has been inspected by authorized representatives of the OWNER, CONTRACTOR, and ENGINEER, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the OWNER and declared to be substantially completed on the above date.

- 1) Final completion of the Work shall be the date of such acceptance of the Work by the OWNER.
- 2) Final completion shall mean full performance of the Contract requirements.

A list of all items remaining to be completed or corrected has been sent to the CONTRACTOR in the OWNER's letter dated _____ .

All such work shall be completed or corrected to the satisfaction of the OWNER prior to the release of the CONTRACTOR's retention and within 30 calendar days following the date of the Notice of Substantial Completion.

ENGINEER

(Signature)

(Date)

The CONTRACTOR hereby accepts the above Notice of Substantial Completion and agrees to complete and correct all of the items as outlined in the OWNER's letter to the CONTRACTOR dated _____.

CONTRACTOR

(Signature)

(Date)

The OWNER accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at (time and date) . The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the OWNER after that date.

OWNER

(Signature)

(Date)

SAFETY CHECKLIST

☐ 1. Injury and Illness Prevention Program (§§[1509](#), [3203](#))

Document Name: _____

- A. Code of Safe Practices (see §[1938](#), Appendix A, Plate A-3)
- B. Weekly “Toolbox” or “Tailgate” safety meeting schedule
- C. Safety inspection schedule to identify unsafe conditions
- D. Procedures for identifying, reporting and correcting identified hazards
- E. Supervisory safety meetings defining the frequency and schedule to review accidents and improve safety

☐ 2. Emergency Medical Services (§§[1512](#), [3400](#), [2320.10](#))

Document Name: _____

- A. Availability of compliant first aid supplies and inspection frequency to ensure expended items are replaced
- B. Availability of a suitable number of first aid and CPR trained individuals on-site to provide 4-minute response
- C. Availability of timely emergency medical services and prompt transportation

☐ 3. Fire Protection and Prevention (§[1920](#) et. seq.)

Document Name: _____

- A. Firefighting equipment available during all phases of construction
- B. All firefighting equipment conspicuously located, marked, with unobstructed access at all times
- C. Temporary or permanent water supply, of sufficient volume, duration, and pressure to operate firefighting equipment as soon as combustible materials accumulate

☐ 4. Hazard Communication Program (§[5194](#))

Document Name: _____

- A. Safety Data Sheets (SDS) are readily available to employees and all affected employees
- B. Employees are trained to know the location of SDS
- C. Product containers are properly labeled

☐ 5. Heat Illness Prevention Program (§[3395](#))

Document Name: _____

- A. Page # _____ Shade and water required at temperatures exceeding 80 degrees Fahrenheit at all times when employees are present
- B. Page # _____ High-heat procedure at temperatures exceeding 95 degrees Fahrenheit
- C. Page # _____ Supervisor and employee training requirements

☐ 6. Electrical Safety Program (§§[2299](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Explanation of Qualified Person(s) authorized to perform work on or near exposed energized parts
- B. Page # _____ Procedures for working in the Minimum Approach Distance (MAD)
- C. Page # _____ Energized electrical work permitting procedure

☐ 7. Lock-out/Tag-out/Block-out Program (§§[2320.4-5](#), [3314](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Explanation of management responsibilities, “Authorized” and “Affected” employees
- B. Page # _____ Requirement for use of suitable padlocks and tags by authorized employees
- C. Page # _____ Explanation of preparation, notification, sequence, and restoration
- D. Page # _____ Requirement to prepare separate written equipment-specific or process-specific hazardous energy control procedures
- E. Page # _____ Contractor coordination with other employers

☐ 8. Confined Space Program (§§[5156](#) et. seq., §§[1950](#) et. seq.)

☐ Not Applicable

Document Name: _____

Note to Contractor: Submittals referencing calling 911 for permit required confined space entry are unacceptable.

- A. Page # _____ Definition and method of identifying site-specific confined spaces
- B. Page # _____ Explanation of safe entry roles and responsibilities

- C. Page # _____ Evaluation of pre-entry and entry atmospheric conditions and engulfment evaluation procedures
- D. Page # _____ Method to inform exposed employees of confined space dangers, and prevention of unauthorized entry
- E. Page # _____ Explanation of permit-required entry procedures including rescue methods and services
- F. Page # _____ Predetermination of the timely rescue and emergency services response
- G. Page # _____ Communication and coordination with other employers regarding hazards and precautions

☐ 9. Trenching and Excavations (§[1539](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Submit a copy of annual excavation and trenching permit including Cal-OSHA notification requirements
- B. Page # _____ Name of designated on-site excavation competent person(s)
- C. Page # _____ Installation of protective systems less than five feet in depth if an examination of the ground by a competent person reveals an indication of a potential cave-in
- D. Page # _____ Installation of protective systems five feet or more in depth by a competent person
- E. Page # _____ Protective systems not in accordance with the regulation (i.e., prescribed benching, sloping, vertical hydraulic shoring) shall be designed by a registered professional engineer
- F. Page # _____ Requirement to notify the Agency representative prior to performing engineered protective systems and providing a copy of the design plan

☐ 10. Fall Protection Program (§§[1669](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Conventional fall protection (guard rails, fall restraint, personal fall arrest, safety nets)
 - i. Page # _____ Requirement for an on-site fall protection competent person(s)
 - ii. Page # _____ Provision for prompt rescue of employees or self-rescue

B. Non- conventional fall protection (rope access, controlled access zone)

☐ Not Applicable

- i. Page # _____ A job-site location-specific fall protection plan prepared by the qualified person documenting the reason why conventional systems are infeasible or why their use would create a greater hazard
- ii. Page # _____ Identification of qualified person that approved the fall protection plan
- iii. Page # _____ Identify the on-site fall protection competent person(s)
- iv. Page # _____ Submit an approved rescue plan

☐ 11. Scaffold Plan (§[1637](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Identification and certification documentation of the scaffold qualified person who determines the maximum intended working load, responsibility for erection and dismantling of scaffolds or falsework
- B. Page # _____ Identification of the on-site competent person performing daily scaffolding inspections, identifying predictable hazards, and is authorized to take prompt corrective and elimination measures
- C. Page # _____ Requirement to notify the District representative prior implementing the use of any special-duty scaffolds to be installed by a qualified person experienced in such design

☐ No special duty scaffolding will be installed.

☐ 12. Work Near Water (§[1602](#) et. seq.)

☐ Not Applicable

Document Name: _____

Note to Contractor: This plan is not required when employees are continually protected by railings, nets, safety belts, or other applicable safety orders.

- A. Page # _____ Submit plan outlining methods that protect employees where the danger of drowning exists

☐ 13. Asbestos-Cement Pipe Safety Plan (§§[341.17](#), [1529](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Current annual asbestos-cement pipe training certificates and documentation for employees that have received initial and/or annual recertification training from a Cal-OSHA approved trainer

- B. Page # _____ Identification of the asbestos-cement pipe competent person(s)
- C. Page # _____ A work plan to prevent asbestos fibers and debris from being dispersed from the work area into the environment

☐ 14. Lead Compliance Program (§[1532.1](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Submit training certificates and documentation for employees that have received lead certification training from a Cal-OSHA approved trainer, and are medically cleared to perform related work
- B. Page # _____ Identification of the “Trained Supervisor”
- C. Page # _____ Lab analyses and/or Safety Data Sheets for lead-containing materials
- D. Page # _____ Names and addresses of the waste hauler and the landfill for hazardous and non-hazardous wastes
- E. Page # _____ Waste bills of lading and/or hazardous materials manifest submission to District Representative

☐ 15. Industrial Trucks, Tractors, Haulage Vehicles, and Earthmoving Equipment (§§[3649](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Identification and certification documentation for employees authorized to operate equipment

☐ 16. Cranes and Other Hoisting Equipment (§§[4884](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Identification and certification documentation for employees authorized to operate equipment

☐ 17. Tunnel Safety (§§[8400](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Cal-OSHA Mining and Tunneling Unit training certificate(s) and documentation for the employer designated on-site Safety Representative
- B. Page # _____ Identification and certification documentation for employees authorized to access the work zone

- C. Page # _____ Safety procedures relating to the scope of work and work to be performed consistent with the tunnel owner's Cal-OSHA Mining and Tunneling Unit tunnel classification regarding "Safety Practices and Operations Code"
- D. Page # _____ Required inspections frequency and processes
- E. Page # _____ Schedule for any required pre-job safety conference with representatives from the Mining and Tunneling Unit, owner, and employees
- F. Page # _____ Communication system
- G. Page # _____ Emergency plan and exit protection
- H. Page # _____ Ventilation plan
- I. Page # _____ Gas detection procedures
- J. Page # _____ Accident reporting to DOSH within 24 hours
- K. Page # _____ Rescue plan

☐ 18. Helicopter Operations (§§[1900](#) et. seq.)

☐ Not Applicable

Document Name: _____

- A. Page # _____ Identification and Federal Aviation Administration pilot certification documentation for the performance of the planned operation
- B. Page # _____ Requirement to conduct a thorough site survey of conditions and hazards between contractor and pilot or pilot's representative to ensure safe operation
- C. Page # _____ Code of Safety Practices for helicopter operations
- D. Page # _____ Requirement to conduct and document daily briefings with other employers including safeguards and escape procedures

☐ 19. Occupational Exposures to Respirable Crystalline Silica (§[1532.3](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Identification and certification documentation of the on-site designated competent person to make frequent and regular inspections of job sites, materials, and equipment to implement the written exposure control plan(s)
- B. Page # _____ Description of employee information and training to ensure employees can demonstrate knowledge and understanding
- C. Page # _____ List of Table 1 project-specific tasks and submission of written exposure control plans containing requirement to implement effective engineering controls, work practices, housekeeping, access restrictions, and respiratory protection to limit employee exposure to respirable crystalline silica for each task

- D. Page # _____ Requirement to review the exposure control plan annually and update it as necessary
- E. Page # _____ Requirement to identify project-specific tasks requiring exposure assessment that are not Table 1 tasks using Alternative Control Methods and methods to prevent exposure to respirable crystalline silica
- F. Page # _____ Description of the procedures used to restrict access to work areas to minimize employee exposure, including exposures generated by other employers or sole proprietors

☐ 20. Hot Work Program (§[6777](#))

☐ Not Applicable

Document Name: _____

- A. Page # _____ Requirements for Hot Work Permit issuance
- B. Page # _____ Requirement to provide fire watch for at least 30 minutes beyond the completion of Hot Work
- C. Page # _____ Requirement to provide Hot Work training to employees
- D. Page # _____ Contractor coordination with other employers



MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

TECHNICAL DIVISIONS

August 2026

SECTION 02000

**PLACER COUNTY WATER AGENCY
144 FERGUSON ROAD
AUBURN, CA 95603**

ARCHITECTURAL PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Surface Preparation.
2. Field application of:
 - a. Architectural Coatings.
 - b. Any other coating, thinner, accelerator, inhibitor, etc., specified or required as part of a complete System specified in this Specification Section.
3. Environmental controls for field application of coatings.

1.2 QUALITY ASSURANCE

A. Referenced Standards:

1. ASTM International (ASTM):
 - a. D523, Standard Test Method for Specular Gloss.
 - b. D4258, Standard Practice for Surface Cleaning Concrete for Coating.
 - c. D4259, Standard Practice for Abrading Concrete.
 - d. D4261, Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating.
 - e. D4262, Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces.
 - f. D4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - g. F1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - h. E84, Standard Test Method for Surface Burning Characteristics of Building Materials.
2. National Fire Protection Association (NFPA):
 - a. 101, Life Safety Code.
3. Steel Door Institute/American National Standards Institute (SDI/ANSI):
 - a. A250.10, Test Procedure and Acceptance Criteria For Prime Painted Steel Surfaces for Steel Doors and Frames.
4. Association for Materials Protection and Performance (AMPP; formerly NACE International [NACE] and The Society for Protective Coatings [SSPC]):
 - a. QP 2, Hazardous Paint Removal Contractor Qualification.
 - b. SSPC Guide 6, Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations.
 - c. SSPC Guide 18, Specifier's Guide for Determining Containment Class and Environmental Monitoring Strategies for Lead Paint Removal Projects.
 - d. SP 1, Solvent Cleaning.
 - e. SP 2, Hand Tool Cleaning.
 - f. SP 3, Power Tool Cleaning.

- g. SP 16, Brush-off Blast Cleaning of Non-Ferrous Metals.
- h. SP 6/NACE No. 3, Commercial Blast Cleaning.
- i. SP 7/NACE No. 4, Brush-off Blast Cleaning.
- j. SP 13/NACE No. 6, Surface Preparation of Concrete.
- 5. United States Environmental Protection Agency (EPA).
- B. Qualifications:
 - 1. Coating manufacturer's technical representative shall be an AMPP Senior Certified Coatings Inspector (formerly NACE Certified Coating Inspector - Level III).
 - 2. The Contractor performing surface preparation and coatings application shall be certified to AMPP QP 2 prior to the contract award and shall remain certified during the performance of the work.
 - 3. Applicators shall have minimum of 10 years of experience in application of similar products on similar project.
 - a. Provide references for minimum of three different projects completed in last five years with similar scope of work.
 - b. Include name and address of project, size of project in value (coating) and contact person.
 - 4. Coating inspector shall be AMPP Senior Certified Coatings Inspector and shall have minimum of five years of experience of conducting inspections and tests as indicated in this Specification Section.
- C. Miscellaneous:
 - 1. Coating used in all corridors and stairways shall meet requirements of NFPA 101 and ASTM E84.
- D. Lead and Heavy Metals:
 - 1. Where structures contain levels of heavy metals that exceed regulatory limits for toxicity, the Contractor performing surface preparation and coatings application at these structures shall be certified to AMPP QP 2.

1.3 DEFINITIONS

- A. Installer or Applicator:
 - 1. Installer or applicator is the person actually installing or applying the product in the field at the Project site.
 - 2. Installer and applicator are synonymous.
- B. Approved Factory Finish: Finish on a product in compliance with the finish specified in the Specification Section where the product is specified.
- C. Exposed Exterior Surface:
 - 1. Exterior surface which is exposed to view.
 - 2. Exterior surface which is exposed to weather but not necessarily exposed to view.
- D. Finished Area:
 - 1. An area that is listed in or has finish.
 - 2. An area that is indicated to be painted.
- E. Gloss Range:
 - 1. Specular gloss measured in accordance with ASTM D523:
 - a. Flat: Below 15, at 60 degrees.
 - b. Eggshell: Between 20 and 35, at 60 degrees.
 - c. Semi-gloss: Between 35 and 70, at 60 degrees.
 - d. Gloss: More than 70, at 60-degrees.

F. Paint includes the following:

1. Architectural paints (AP) include: Acrylic latex or alkyd enamel coatings.

1.4 SUBMITTALS

A. Environmental:

1. Analytical results of the existing coating systems.

B. Shop Drawings:

1. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's surface preparation instructions.
 - c. Manufacturer's application instructions.
 - d. Contractor's written plan of action for containing particles created by hand tool cleaning and pressure washing operation and location of disposal of loosely adhered foreign matter (Containment Plan).
 - e. Contractor's written Safety plan, the Injury and Illness Prevention Plan (IIPP), Spill Prevention, Control, and Countermeasure (SPCC) and Hazardous Materials Emergency Response (Hazmat) Plan.
 - f. Contractor's written containment plan for structures contain levels of heavy metals that exceed regulatory limits for toxicity.

C. Samples:

1. Manufacturer's full line of colors for Owner's preliminary color selection.
2. Gloss samples.
3. After preliminary color selection by Engineer provide two (2) 8 by 10 inches samples of each final color and sheen selected.

D. Informational Submittals:

1. Safety Plan
2. Injury and Illness Prevention Plan (IIPP)
3. Spill Prevention, Control, and Countermeasure (SPCC)
4. Hazardous Materials Emergency Response (Hazmat) Plan for adequate characterization of in-situ materials and conditions.
5. Test results.
6. Applicator's daily records:
 - a. Submit daily records at end of each week in which painting work is performed unless requested otherwise by Engineer's on-site representative.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver in original containers, labeled as follows:

1. Name or type number of material.
2. Manufacturer's name and item stock number.
3. Contents, by volume, of major constituents.
4. Warning labels.
5. VOC content.
6. Date of manufacture.

B. Store materials in tightly covered unopened containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F. Store per manufacturer's recommendations and product data sheet. Materials that exceed the shelf-life shall be removed off-site and replaced at contractor's expense.

1.6 PROJECT CONDITIONS

A. Examination:

1. Obtain additional, representative samples from the existing exterior coatings. See analytical test results from existing paint sampled at the subject structures in Appendix C.
2. Have an ELAP-accredited laboratory test the materials with the Toxic Characteristic Leachate Procedure (TCLP) using EPA SW-846 test method SW-1311, TCLP and EPA/600/R-93/116. The quantity of samples shall be proposed by the Contractor in accordance with Contractor's written Safety plan, the Injury and Illness Prevention Plan (IIPP), Spill Prevention, Control, and Countermeasure (SPCC) and Hazardous Materials Emergency Response (Hazmat) Plan for adequate characterization of in-situ materials and conditions.
3. Have samples analyzed for, at a minimum, the following heavy metals: arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.
4. Submit to Owner the analytical results of these tests prior to performing surface preparation and coating application work specified in this section.
5. For structures with existing paint found to contain levels of heavy metals that exceed regulatory limits for toxicity:
 - a. Incorporate the updated results into the Safety, IIPP, SPCC, Hazmat, and Containment plans.
 - b. Abide by the plans during all phases of Work.

B. Hazardous Materials:

1. The existing exposed exterior surfaces were previously tested and found to contain high concentrations of lead, chromium and/or zinc in all samples tested. Contractor is to assume high levels of heavy metal for all locations.
2. Follow all applicable local and federal requirements for handling hazardous materials.

C. Verify that atmosphere in area where painting is to take place is within paint manufacturer's acceptable temperature, humidity and sun exposure limits.

1. Provide temporary heating, shade and/or dehumidification as required to bring area within acceptable limits.
 - a. Provide temporary dehumidification equipment properly sized to maintain humidity levels required by paint manufacturer.
 - b. Provide clean heat with heat exchanger type equipment sufficient in size to maintain temperature on a 24 hour basis.
 - 1) Vent exhaust gases to exterior environment.
 - 2) No exhaust gases shall be allowed to vent into the space being painted or any adjacent space.
2. Do not apply coatings in snow, rain, fog or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Provide products from a single manufacturer to the greatest extent practicable.
- B. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 1. Industrial and architectural paints:
 - a. 3M.
 - b. Benjamin Moore & Co.
 - c. Carbolite Company.
 - d. Pittsburgh Paints Company.
 - e. Sherwin-Williams.

- f. Tnemec, Inc.

2.2 MATERIALS

A. General:

1. For unspecified materials such as thinner, provide manufacturer's recommended products.
2. Unless noted otherwise, products listed are manufactured by the manufacturer listed below.
 - a. Products of other manufacturers will be considered for use provided that the product:
 - 1) Is of the same generic formulation.
 - 2) Has comparable application requirements.
 - 3) Meets the same VOC levels or better.
 - 4) Provides the same finish and color options.
3. Coatings shall comply with the VOC limits of EPA and:
 - a. California Air Resources Board (CARB) Suggested Control Measure (SCM) for Architectural Coatings.
4. Colors:
 - a. Colors and gloss will be selected from the manufacturer's complete offering, including special colors and premium offerings.
 - b. Colors for each structure shall match the following table:

Structure	Color (Sherwin Williams)
5 Stalls Shop	Oakmoss
Cottages	Tobacco
HH-MF Gatehouse	Mineral Gray
FM-HH Gatehouse	Inverness

B. Architectural Paints:

1. Product List:

Generic Description	Product
Acrylic Primer	Pittsburgh Paints Company Pure Performance 9-900
Acrylic Latex	Pittsburgh Paints Company Pure Performance 9-100/9-300/9-500 Series
Acrylic Gloss	Pittsburgh Paints Company Speedhide 6-8534 Series
Concrete Filler/Surfacer	Tnemec Series 215 and/or Series 218
CMU Block Filler	Tnemec Series 54 Masonry Filler
Dry-Fall Primer	Tnemec Series V115 Uni-Bond DF
Epoxy Barrier Coat	Tnemec Series 135 Chembuild
Fluoropolymer	Tnemec Series 1070V/1071V/1072V Fluoronar
HDP Acrylic	Tnemec Series 1028/1029 Enduratone
Organic Zinc Primer	Tnemec Series 94-H2O Hydro-Zinc
Polycarbamide	Tnemec Series 740/750 UVX
Waterborne Acrylate	Tnemec Series 156 Enviro-Crete

2.3 PAINT SYSTEMS

A. Schedule:

Substrate	Prime Coat ¹	Intermediate Coat(s) ¹	Finish Coat ¹
Concrete	Concrete Filler/Surfacer as necessary to fill all voids and depressions	100 to 200 square feet/GAL Waterborne Acrylate	100 to 200 square feet/GAL Waterborne Acrylate
Concrete Masonry	80 to 100 square feet/GAL CMU Block Filler	100 to 200 square feet/GAL Waterborne Acrylate	100 to 200 square feet/GAL Waterborne Acrylate
Structural Steel and Miscellaneous Metals	2.5 to 3.5 mil Organic Zinc Primer	2.0 to 3.0 mil HDP Acrylic ²	2.0 to 3.0 mil HDP Acrylic ²
Galvanized Structural Steel, Aluminum, and Miscellaneous Metals	2.0 to 4.0 mil Dry-Fall Acrylic	XX	2.0 to 3.0 mil HDP Acrylic ²
Fiberglass	10-15 mil Polyester Resin	XX	1.5 to 4 mils Surfacing Lacquer
Galvanized Steel Railings	4.0 to 6.0 mil Epoxy Barrier Coat	2.5 to 3.5 mil Polycarbamide Gloss	2.5 to 3.5 mil Polycarbamide Gloss
Steel Railings	4.0 to 6.0 mil Epoxy Barrier Coat	2.0 to 3.0 mil HDP Acrylic Gloss	2.0 to 3.0 mil HDP Acrylic Gloss
Exposed wood indicated to be painted	300 to 400 square feet/GAL Acrylic Primer	300 to 400 square feet/GAL Acrylic Gloss	300 to 400 square feet/GAL Acrylic Gloss
Hollow Metal - Exterior	4.0 to 5.0 mil DFT Epoxy Barrier Coat	2.5 to 3.5 mil Polycarbamide ²	2.5 to 3.5 mil Polycarbamide ²
Sectional Overhead Doors	4.0 to 5.0 mil DFT Epoxy Barrier Coat	XX	2.0 to 3.0 mil DFT Fluoropolymer ²

1. Application rates (SF/GAL) shown are for unthinned materials.

2. Sheen as scheduled or selected.

PART 3 - EXECUTION

3.1 ITEMS TO BE PAINTED

A. Exterior surfaces, including but not limited to:

- Concrete:
 - At areas specified by PCWA.
- Concrete masonry:
 - At areas specified by PCWA.
- Structural steel:
 - Columns, beams and bracing.
 - Field welded connections of factory painted structural steel.
- Steel railings.
- Galvanized steel railings.
- Aluminum.

7. Fiberglass.
8. Miscellaneous ferrous metal surfaces:
 - a. Items specified by PCWA to be painted.
9. Miscellaneous galvanized steel surfaces:
 - a. Items specified by PCWA to be painted.
10. Doors and frames:
 - a. Hollow metal doors and frames.
 - b. Hollow metal window frames.
11. Concrete walls and columns.
12. Concrete masonry.
13. Doors and frames:
 - a. Hollow metal doors and frames
 - b. Hollow metal window frames.
 - c. Four-fold industrial doors.
 - d. Sectional overhead doors.

3.2 ITEMS NOT TO BE PAINTED

- A. General: Do not paint items listed in this Article, unless noted otherwise.
- B. Areas specified by PCWA.
- C. Items with Approved Factory Finish: These items may require repair of damaged painted areas or painting of welded connections.
- D. Electrical equipment.
- E. Moving parts of mechanical and electrical units where painting would interfere with the operation of the unit.
- F. Code labels, equipment identification or rating plates and similar labels, tagging and identification.
- G. Contact surfaces of friction-type structural connections.
- H. Stainless steel surfaces.
- I. Aluminum Surfaces Except:
 1. Where in contact with concrete.
 2. Where in contact with dissimilar metals.
 3. Appurtenant surfaces as described in the ITEMS TO BE PAINTED article.
- J. Architectural finishes:
 1. Plastic laminate.
 2. Solid surface material.
 3. Standing and running trim.
 4. Fiberglass fabrications.
 5. Anodized aluminum.
 6. PVDF coated metals.
 7. Factory finished doors and frames.
 8. Aluminum windows
 9. Finish hardware.
 10. Glass and glazing.
 11. Pipe insulation and jacketing.

3.3 EXAMINATION

A. Concrete:

1. Test pH of surface to be painted in accordance with ASTM D4262.
 - a. If surface pH is not within paint manufacturer's required acceptable range, use methods acceptable to paint manufacturer as required to bring pH within acceptable range.
 - b. Retest pH until acceptable results are obtained.
2. Verify that moisture content of surface to be painted is within paint manufacturer's recommended acceptable limits.
 - a. Test surface to be coated in accordance with ASTM D4263 to determine the presence of moisture.
 - 1) If moisture is detected, test moisture content of surface to be coated in accordance with ASTM F1869.
 - 2) Provide remedial measures as necessary to bring moisture content within paint manufacturer's recommended acceptable limits.
 - 3) Retest surface until acceptable results are obtained.

B. Concrete Unit Masonry:

1. Test pH of surface to be painted in accordance with ASTM D4262.
 - a. If surface pH is not within paint manufacturer's required acceptable range, use methods acceptable to paint manufacturer as required to bring pH within acceptable limits.
 - b. Retest pH until acceptable results are obtained.
2. Verify that moisture content of surface to be painted is within paint manufacturer's recommended acceptable limits.
 - a. Test surface to be coated in accordance with ASTM D4263 to determine the presence of moisture.
 - 1) If moisture is detected, test moisture content of surface to be coated in accordance with ASTM F1869.
 - 2) Provide remedial measures as necessary to bring moisture content within paint manufacturer's recommended acceptable limits.
 - 3) Retest surface until acceptable results are obtained.

3.4 PREPARATION

A. General:

1. Prepare surfaces to be painted in accordance with paint manufacturer's instructions and this Specification Section unless noted otherwise in this Specification Section.
 - a. Where discrepancy between paint manufacturer's instructions and this Specification Section exists, the more stringent preparation shall be provided unless approved otherwise, in writing, by the Engineer.
2. Remove all dust, grease, oil, compounds, dirt and other foreign matter which would prevent bonding of paint to surface.
3. Adhere to manufacturer's recoat time surface preparation requirements.
 - a. Surfaces that have exceeded paint manufacturer's published recoat time and/or have exhibited surface chalking shall be prepared prior to additional paint in accordance with manufacturer's published recommendations.

B. Protection:

1. Protect surrounding surfaces not to be coated.
2. Remove and protect hardware, accessories, plates, fixtures, finished work, and similar items; or provide ample in-place protection.
3. Protect code labels, equipment identification or rating plates and similar labels, tagging and identification.

C. Containment:

1. Provide ground covering and containment devices.
 - a. Containment means shall comply with all governing laws and regulations pertaining to the Constituents of Concern, and as required by all Authorities Having Jurisdiction.
2. All airborne and nonairborne particles from paint removal, surface preparation, cleaning, and painting shall be contained to the project site.
3. Provide a plan for providing containment around the exterior of the structure.
 - a. Submit the plan for approval by the Engineer and Owner.
 - b. The plan shall comply with local, state, and federal requirements.
 - c. The plan shall comply with SSPC Guide 6 and SSPC Guide 18.
 - d. The plan shall contain:
 - 1) A detailed procedure describing the proposed surface preparation operation and containment techniques, and safety measures to avoid the contamination of the natural environment and surrounding structures.
 - 2) A detailed procedure describing the disposal of paint chips, surface preparation waste, and pressure wash runoff.
 - 3) Accommodations for withstanding forces produced by typical windspeeds at the site location.
4. Containment shall fully contain all paint chips, surface preparation waste, and pressure wash runoff from field surface preparation as well as waste generated from field wrap coating operations.

D. Hazardous Waste:

1. Pressure wash runoff, paint chips, and waste containing lead, or heavy metals resulting from the surface preparation of the "affected surfaces" is classified as a hazardous waste.
 - a. Exercise care to prevent waste, water or dust from falling on unprotected vegetation and soils. Waste collecting within the containment shall be vacuumed regularly. The site shall at all times be kept as clean as possible. At the end of the Work day, all waste shall be thoroughly vacuumed, and the site left with a neat appearance.
 - b. Waste resulting from the surface preparation of the "affected surfaces" shall be collected and disposed of by Contractor in a legal and responsible manner. Such disposal shall also be in conformance with all applicable codes, ordinances and regulations for hazardous waste disposal.

E. Prepare and paint before assembly all surfaces which are inaccessible after assembly.

F. Existing Surfaces:

1. Wherever existing work is cut, patched or modified; repair and repaint to match new work.
2. Where a wall or ceiling is disturbed and patched, paint entire wall or ceiling.

G. Wood:

1. Sandpaper smooth, remove dust.
2. Opaque Finishes:
 - a. Seal all knots, pitch and resinous sapwood after prime coat has dried.
 - b. Putty holes and imperfections; sand smooth.

H. Ferrous Metal:

1. Solvent clean in accordance with SSPC SP 1 to remove all dust, grease, oil, compounds, dirt and other foreign matter.
2. Exterior exposure:
 - a. Commercial blast clean in accordance with SSPC SP 6/NACE No. 3.

I. Galvanized Steel, Aluminum, and Non-ferrous Metals:

1. Solvent clean in accordance with SSPC SP 1 to remove all dust, grease, oil, compounds, dirt and other foreign matter.
 2. Brush-off blast in accordance with SSPC SP 16 or hand tool cleaning in accordance with SSPC SP 2 to remove surface contaminants.
- J. Concrete:
1. Clean in accordance with ASTM D4258.
 - a. Remove all soil, grease, oil, or other surface contaminants.
 2. Abrasive blast in accordance with ASTM D4259 and SSPC SP13/NACE No. 6.
 - a. Remove all laitance, efflorescence, scabbing and other foreign matter.
 - b. Provide minimum concrete surface profile CSP 3 per ICRI 310.2.
 3. Test pH and moisture content in accordance with the EXAMINATION article in this specification section.
 4. Repair tie holes, voids, bugholes or other surface defects as necessary to provide smooth, uniform surface.
- K. Concrete Unit Masonry:
1. Remove all mortar spatters and protrusions.
 2. Clean in accordance with ASTM D4261.
 - a. Remove all soil, grease, oil, efflorescence.
 3. Test pH and moisture content in accordance with the EXAMINATION article in this specification section.

3.5 APPLICATION

- A. General:
1. Thin, mix and apply paints in accordance with manufacturer's installation instructions.
 - a. Where discrepancy exists between manufacturer's instructions and this Specification Section, the more stringent requirement shall apply.
 - b. When materials have been thinned, adjust application rates as necessary to achieve film coverage indicated in Part 2 for unthinned materials.
 - c. Backroll spray applied paints.
 2. Temperature and weather conditions:
 - a. Do not paint surfaces when surface temperature is below 50 degrees F unless product has been formulated specifically for low temperature application and application is approved in writing by Engineer and paint manufacturer's authorized representative.
 - b. Avoid painting surfaces exposed to direct sun.
 - c. Do not paint on damp surfaces.
 3. Apply materials under adequate illumination.
 4. Evenly spread to provide full, smooth coverage.
 - a. All paint systems are "to cover."
 - 1) When color or undercoats show through, apply additional coats until paint film is of uniform finish and color.
 - b. Finished paint system shall be uniform and without voids, bugholes, holidays, laps, brush marks, roller marks, runs, sags or other imperfections.
 5. If so directed by Engineer, do not apply consecutive coats until Engineer has had an opportunity to observe and approve previous coats.
 6. Work each application of material into corners, crevices, joints, and other difficult to work areas.
 7. When painting rough surfaces, hand brush and backroll paint to work into all recesses.
 8. Smooth out runs or sags immediately, or remove and recoat entire surface.
 9. Allow preceding coats to dry before recoating.

- a. Recoat within time limits specified by paint manufacturer.
 - b. If recoat time limits have expired re-prepare surface in accordance with paint manufacturer's printed recommendations.
- 10. Allow coated surfaces to cure prior to allowing traffic or other work to proceed.
- 11. Finish colors not otherwise indicated shall be selected by Engineer from paint manufacturer's complete offering.
- B. Fillers, surfacers or patching compounds:
 - 1. Provide fillers, surfacers or patching compounds in accordance with manufacturer's recommendations and as specified herein as necessary to provide a smooth, defect free substrate.
- C. Prime Coat Application:
 - 1. Prime all surfaces indicated to be painted.
 - a. Apply prime coat in accordance with paint manufacturer's written instructions and as written in this Specification Section.
 - 2. Ensure field-applied paints are compatible with factory-applied paints or existing coatings.
 - a. Employ services of coating manufacturer's qualified technical representative.
 - 1) Certify through material data sheets.
 - 2) Perform test patch.
 - b. If field-applied coating is found to be not compatible, require the coating manufacturer's technical representative to recommend, in writing, product to be used as barrier coat, thickness to be applied, surface preparation and method of application.
 - c. At Contractor's option, coatings may be removed, surface re-prepared, and new coating applied using appropriate paint system listed in the MATERIALS Article, Paint Systems paragraph of this Specification Section.
 - 1) All damage to surface as result of coating removal shall be repaired to original condition or better by Contractor at no additional cost to Owner.
 - 3. Back prime all wood scheduled to be painted, prior to installation.
 - 4. Touch up damaged primer coats prior to applying finish coats.
 - a. Restore primed surface equal to surface before damage.
- D. Finish Coat Application:
 - 1. Apply finish coats in accordance with paint manufacturer's written instructions and in accordance with this Specification Section.
 - 2. Touch up damaged finish coats using same application method and same material specified for finish coat.
 - a. Prepare damaged area in accordance with the PREPARATION Article of this Specification Section.
 - 3. Hollow metal frames and doors:
 - a. Finish coats shall be spray applied only.
 - b. Finish edges same as faces of doors.

3.6 FIELD QUALITY CONTROL

- A. Application Deficiencies:
 - 1. Surfaces showing runs, laps, brush marks, telegraphing of surface imperfections or other defects will not be accepted.
 - 2. Surfaces showing evidence of fading, chalking, blistering, delamination or other defects due to improper surface preparation, environmental controls or application will not be accepted.
- B. Provide protection for painted surfaces.

1. Surfaces showing soiling, staining, streaking, chipping, scratches, or other defects will not be accepted.

C. Owner's Coatings Inspector:

1. At the option of the Owner, a coating inspector with up to an AMPP Senior Certified Coating Inspector certification may be retained by the Owner to perform observation, inspection and testing as deemed necessary to document the quality of the Work.
 - a. All work shall be done to the satisfaction of the Owner's inspector.
 - b. Any portion of the coating that does not satisfactorily pass the inspection and testing requirements shall be repaired or replaced by the Contractor at no additional cost to the Owner.
 - c. Additional testing or inspection or both may be done at the discretion of the Owner.
 - 1) The Contractor will provide all equipment, materials, and labor to perform the testing.
2. Inspection, testing or observation by the Owner's inspector, or lack thereof, shall not relieve the Contractor of responsibility for surface preparation, inspection or quality control specified herein.

D. Instrumentation:

1. Provide instrumentation as necessary to measure and record atmospheric and substrate conditions, including but not limited to:
 - a. Sling Psychrometer: ASTM E337.
 - b. Surface Temperature Gauge.
 - c. Anemometer.
 - d. Moisture Meter.

E. Maintain Daily Records:

1. Record the following information during application of each coat of paint applied:
 - a. Date, starting time, end time, and all breaks taken by painters.
 - b. For exterior painting:
 - 1) Sky condition.
 - 2) Wind speed and direction.
 - c. Air temperature.
 - d. Relative humidity.
 - e. Moisture content and surface temperature of substrate prior to each coat.
 - f. Provisions utilized to maintain work area within manufacturer's recommended application parameters including temporary heating, ventilation, cooling, dehumidification and provisions utilized to mitigate wind blown dust and debris from contaminating the wet paint film.
 - g. Record environmental conditions, substrate moisture content and surface temperature information not less than once every four (4) hours during application.
 - 1) Record hourly when temperatures are below 50 degrees F or above 100 degrees F.
2. Record the following information daily for the paint manufacturer's recommended curing period:
 - a. Date and start time of cure period for each item or area.
 - b. For exterior painting:
 - 1) Sky conditions.
 - 2) Wind speed and direction.
 - c. Record environmental conditions not less than once every 12 hours.
 - 1) Record once every 4 hours when ambient temperature is below 35 degrees F.

- d. Provisions utilized to protect each item or area and to maintain areas within manufacturer's recommended curing parameters.
- 3. Format for daily record to be computer generated.
- F. Measure surface temperature of items to be painted with surface temperature gage specifically designed for such.
- G. Measure substrate humidity with humidity gage specifically designed for such.
- H. Provide wet paint signs.

3.7 CLEANING

- A. Clean paint spattered surfaces.
 - 1. Use care not to damage finished surfaces.
- B. Remove masking, adhesive residue or other foreign materials.
- C. Upon completion of painting, replace hardware, accessories, plates, fixtures, and similar items.
- D. Remove surplus materials, scaffolding, and debris.

END OF SECTION

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MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

APPENDICES

August 2026



MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

Appendix A:
Fire Prevention Plan

August 2026



PCWA
water • energy • stewardship

Fire Prevention Plan

Placer County Water Agency

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Appendix A: How to Use a Fire Extinguisher

Evaluation Log

FIRE PREVENTION PLAN

Date of Evaluation	Revision Completion Date*	Completed by:
March 2023	June 2023	Kayla Loken

1. PURPOSE

The Fire Prevention Plan is a Cal/OSHA requirement designed to reduce the risk of fire. The California Code of Regulations, Title 8, Section 3221 requires every employer with 10 or more employees to have a written Fire Prevention Plan that includes, at a minimum, the following elements:

- Potential fire hazards and their proper handling and storage procedures, potential ignition sources (such as welding, and others) and their control procedures, and the type of fire protection equipment or systems which can control a fire.
- Names or regular job titles of those responsible for maintenance of equipment and systems installed to prevent or control ignitions or fires.
- Names or regular job titles of those responsible for the control of accumulation of flammable or combustible waste materials.

This plan will apply to all employees and projects of the Placer County Water Agency.

Fire prevention is not limited to solely buildings. Large portions of Placer County Water Agency's (PCWA's) jurisdiction lie within recognized high risk zones for wildfire. As such, it is imperative that PCWA employees understand and implement fire prevention procedures.

2. SCOPE

PCWA is committed to minimizing the threat of fire to employees, visitors, and property. PCWA complies with all applicable laws, regulations, codes, and good practices pertaining to fire prevention. This Fire Prevention Plan serves to reduce the risk of fires at PCWA facilities and remote work locations in the following ways:

- Identifies materials that are potential fire hazards and their proper handling and storage procedures.
- Distinguishes potential ignition sources and the proper control procedures of those materials.
- Describes fire protection equipment and/or systems used to control fire hazards.
- Identifies persons responsible for maintaining the equipment and systems installed to prevent or control ignition of fires.
- Identifies persons responsible for the control and accumulation of flammable or combustible material.
- Describes good housekeeping procedures necessary to ensure the control of accumulated flammable and combustible waste material and residues to avoid a fire emergency.
- Provides training to employees with regard to fire hazards to which they may be exposed.

The objectives of this procedure are to:

- ensure the work area is inspected and maintained for fire prevention.
- provide communication with all departments concerned.
- control how open flame or spark-producing equipment is used.
- formally document all hazardous conditions and special requirements of the work area.

The plan is to remain readily accessible to all personnel.

3. RESPONSIBLE PARTIES

3.1 Department Heads

Department head responsibilities include:

- Ensure department compliance with Cal/OSHA and PCWA's Fire Prevention Plan requirements.
- Provide the necessary resources to ensure the health and safety of employees.
- Ensure departmental employees and supervisors are trained on their health and safety responsibilities.

3.2 Managers and Supervisors

Management and supervisor responsibilities include:

- regularly communicate with employees about the Fire Prevention Plan.
- structure job tasks to reduce fire risk factors.
- coach and train employees to use the appropriate methods, tools, equipment, and materials in accordance with fire prevention best practices.
- include fire prevention in workplace inspections and job hazard analysis.
- controlling the accumulation of flammable or combustible waste materials.

3.3 Employees

Employee responsibilities include:

- understand and adhere to all Fire Prevention Plan requirements.
- attending fire prevention training and applying the knowledge and skills acquired.
- following safe procedures – daily safety decision making while carrying out each task.
- using the appropriate tools, equipment, parts, materials, and procedures in the manner established.
- ensuring that equipment is properly maintained in good condition and when not, reporting it immediately.

- providing feedback to managers and supervisors regarding the effectiveness of design changes, new tools or equipment, and other interventions.

3.4 Safety / Plan Administrator

The Safety Manager is the Plan Administrator. The Plan Administrator will:

- monitor and maintain the Fire Prevention Plan, ensuring it meets all applicable regulatory requirements and meets Agency needs.
- ensure the Plan is readily accessible to employees through the Agency's Splash webpage.
- assist departments with serious accident investigations and safety recommendations.
- monitor, evaluate, and update the Fire Prevention Plan as needed.

4. FIRE PREVENTION PLAN REQUIREMENTS

4.1. Good Housekeeping

Each work group supervisor is responsible for the control of accumulation of flammable or combustible waste materials.

To limit the risk of fires, employees shall take the following precautions:

- Minimize the storage of combustible materials.
- Make sure that doors, hallways, stairs, and other exit routes are kept free of obstructions.
- Dispose of combustible waste in an approved flammable storage container.
- Use and store flammable materials in well-ventilated areas away from ignition sources.
- Use only nonflammable cleaning products.
- Keep incompatible (i.e., chemically reactive) substances away from each other.
- Perform "hot work" (i.e., welding or working with an open flame or other ignition sources) in controlled and well-ventilated areas.
- Keep equipment in good working order (i.e., inspect electrical wiring and appliances regularly) and keep motors and machine tools free of dust and grease.
- Ensure that heating units are safeguarded.
- Report all gas leaks immediately. The person reporting the leak should monitor the area until a qualified person/contractor investigates and completes any needed repairs.
- Repair and clean up flammable liquid leaks immediately.
- Keep work areas free of dust, lint, sawdust, scraps, and similar material.
- Do not rely on extension cords if wiring improvements are needed and take care not to

overload circuits with multiple pieces of equipment.

- Turn off electrical equipment when not in use.

4.2. Maintenance Activities

The Responsible Persons, as listed below, will ensure that equipment is maintained according to manufacturers' specifications. PCWA will also comply with requirements of the National Fire Protection Association (NFPA) codes for specific equipment. Only properly trained individuals shall perform maintenance work.

Upon completion of maintenance work, all systems must be turned back on as soon as feasibly possible. Should any system need to be turned off for any extended period of time, the responsible person will notify the Plan Administrator.

The following table describes the equipment that is subject to the maintenance, inspection, and testing procedures as well as the responsible persons. Each Department maintains the responsibility to ensure the equipment is properly maintained. This may also be accomplished by procuring the services of an outside contractor.

Department / Job Title	Equipment
Facilities Maintenance Field Maintenance Supervisor	Automatic sprinkler systems, and fixed extinguishing systems
	Detection systems for smoke, heat, or flame
	Fire alarm systems (except Powerhouses)
	Water Systems- Annual fire extinguisher certifications
Hydro Maintenance Specialist	Power Systems- Powerhouse fire alarm systems
	Power Systems- Annual certification of fire extinguishers
Department Supervisors	Monthly inspections of facility and vehicle fire extinguishers
	Emergency backup systems and the equipment they support
	Equipment installed to detect fuel leaks
Department Administrative Assistant	Monthly inspections of pool vehicle fire extinguishers

5. TYPES OF HAZARDS

The following sections address the major workplace fire hazards at PCWA facilities and the procedures for controlling the hazards.

5.1. Electrical Fire Hazards

Electrical system failures and the misuse of electrical equipment are one of the leading causes of workplace fires. Fires can result from loose ground connections, wiring with frayed insulation, or overloaded fuses, circuits, motors, or outlets.

To prevent electrical fires, employees shall submit a work order to be completed by a qualified electrical worker. To avoid electrical hazards:

- make sure worn wires, plugs, or cords are replaced.
- never “daisy chain” multiple power strips or surge protectors.
- never use extension cords as substitutes for wiring improvements.
 - Use only approved extension cords [i.e., those with the Underwriters Laboratory (UL) or Factory Mutual (FM) label].
 - Do not use multiple extension cords back-to-back to gain more length.
- never break off a third prong (Ground Pin) on a plug to plug it into a 2-prong outlet.
- always disconnect an electrical plug by pulling the plug, not the cord.
- check wiring in hazardous locations where the risk of fire is especially high.
- check electrical equipment to ensure that it is properly grounded and double insulated.
- ensure adequate spacing while performing maintenance.
- portable electric heaters shall have tip-over protection that automatically shuts off the unit when it is tipped over. Adequate clearance between the heater and combustible materials shall be maintained at all times.
- do not place power strips or surge protectors under carpets or rugs.
- do not use equipment tagged as OUT-OF-SERVICE.

5.2. Flammable and Combustible Materials

Supervisors and employees shall regularly evaluate the presence of combustible materials in PCWA facilities and work locations. Certain types of substances can ignite at relatively low temperatures or pose a risk of catastrophic explosion if ignited. Such substances obviously require special care and handling.

The Supervisor in the Facilities Maintenance work group shall be responsible for providing or acquiring janitorial duties including emptying office trash bins on a regular basis.

5.2.1. Class A Combustibles.

These include common combustible materials (sawdust, wood, paper, cloth, rubber, and plastics) that can act as fuel and are found in non-specialized areas such as offices.

To handle Class A combustibles safely:

- dispose of waste daily.
- keep trash in metal-lined receptacles with tight-fitting covers (metal wastebaskets that are emptied every day do not need to be covered).
- keep work areas clean and free of fuel paths that could allow a fire to spread.
- keep combustibles away from accidental ignition sources, such as hot plates, soldering irons, or other heat or spark producing devices.
- store rags in metal bins with self-closing lids.
- do not order excessive amounts of combustibles.
- make frequent inspections to anticipate fires before they start.

Water and multi-purpose dry chemical (ABC) are approved fire extinguishing agents for Class A combustibles.

5.2.2. Class B Combustibles.

These include flammable and combustible liquids (oils, greases, tars, oil-based paints, and lacquers), flammable gases, and flammable aerosols and dust.

To handle Class B combustibles safely:

- use only approved pumps, taking suction from the top, to dispense liquids from tanks, drums, barrels, or similar containers (or use approved self-closing valves or faucets).
- do not dispense Class B flammable liquids into containers unless the nozzle and container are electrically interconnected by contact or by a bonding wire. Either the tank or container must be grounded.
- store, handle, and use Class B combustibles only in approved locations where vapors are prevented from reaching ignition sources such as heating or electric equipment, open flames, or mechanical or electric sparks.
- do not use a flammable liquid as a cleaning agent inside a building (the only exception is in a closed machine approved for cleaning with flammable liquids).
- use safe storage facilities (fume hoods, flammable liquids cabinets, ventilated gas cabinets, explosion proof refrigerators, etc.) for materials that have unique physical or hazardous properties, such as temperature sensitivity, water reactivity, or explosiveness.
- do not use, handle, or store Class B combustibles near exits, stairs, or any other areas normally used as exits.
- do not weld, cut, grind, or use unsafe electrical appliances or equipment near Class B combustibles.
- do not generate heat, allow an open flame, or smoke near Class B combustibles.

- know the location of and how to use the nearest portable fire extinguisher rated for Class B fire.

Water should not be used to extinguish Class B fires caused by flammable liquids. Water can cause the burning liquid to spread, making the fire worse. To extinguish a fire caused by flammable liquids, exclude the air around the burning liquid. The following fire-extinguishing agents are approved for Class B combustibles: carbon dioxide and multi-purpose dry chemical (ABC).

5.2.3. Smoking

Smoking is prohibited in all PCWA buildings. Certain outdoor areas may also be designated as no smoking areas. Designated smoking areas are provided near some of PCWA's buildings. Ensure smoking paraphernalia is properly disposed of in the receptacles provided in the designated smoking areas.

5.3 Chain Saws

Gasoline and the hot chain saw engine can be contributing factors in starting wildfires. The following fire prevention practices shall be observed when working with chainsaws:

- Do not fuel a saw while the engine is running.
- Allow the saw to cool prior to adding fuel.
- Do not smoke or have any ignition sources present while fueling the saw.
- Do not start the saw where you fueled the engine.
- Keep leaves and dry materials away from the hot muffler and chain blade.
- Use proper cutting techniques to prevent excess friction which could lead to igniting combustible materials.
- Chainsaws shall be equipped with spark arrestor systems.
- Do not run the saw indoors.
- Do not use equipment tagged as OUT-OF-SERVICE.

5.4 Grounds Maintenance Equipment

Lawn mowers, weed eaters, chainsaws, tractors, and trimmers can all spark a wildfire. PCWA personnel conducting grounds maintenance, work site clearing, and maintenance activities involving ground clearing tools shall observe the following safe work practices to prevent fires:

- Do not mow, weed, edge, or trim on windy days to prevent sparks from traveling to areas containing combustible materials.
- Equipment used in wildland areas shall have spark arresters. This shall include, but is not limited to, portable gasoline-powered equipment, tractors, chainsaws, weed eaters, and mowers.

- Keep the exhaust systems, spark arresters and equipment in proper working order and free of carbon buildup.
- Use the proper grade of fuel and do not top off.
- Allow the engine to cool before adding fuel.
- Check gasoline powered equipment for fuel and oil leaks prior to use.
- Do not use equipment tagged as OUT-OF-SERVICE.

5.5 Vehicles and Heavy Equipment

Vehicles spark fires for a variety of reasons, including: a poorly maintained engine catching fire; a failing catalytic converter; a flat tire's rim or a dragging metal chain scraping the pavement and sending out sparks; improperly maintained brake or oil system; or simply pulling over the side of the road covered in dry brush and inadvertently igniting the brush.

All PCWA employees shall practice safe driving and towing. Drivers of vehicles and heavy equipment shall observe the following safe driving and towing practices:

- Do not allow towing chains to drag on the ground. Use appropriate safety pins and hitch ball to secure chains.
- Ensure vehicles are properly maintained with no parts dragging on the ground.
- Maintain proper tire pressure to prevent rims from touching roadways and causing sparks.
- Ensure a fire extinguisher is accessible and fully charged when operating a vehicle or heavy equipment.
- Avoid driving onto grass or brush, if possible, as hot exhaust pipes, mufflers, and engine components can ignite fires.
- Park on paved roads, away from combustible materials whenever possible.
- Turn the vehicle off when not in use.
- Ensure brakes are properly maintained to prevent metal to metal contact which could generate sparks.
- Ensure off-road vehicles have a working spark arrester as improper ones can cause dry vegetation ignitions.

5.6 Hot Work (Cutting, Welding, and Open Flame Work)

Cutting, welding, soldering, brazing, grinding, or using fire or spark producing tools can produce an ignition source for a fire. Employees will observe the following practices:

- All necessary permits must be obtained prior to starting work (Please refer to and follow PCWA's Hot Work Program)

- Cutting and welding will be done by authorized personnel in designated cutting and welding areas whenever possible.
- Adequate ventilation must be provided.
- A properly trained and equipped fire watch will be implemented per the Hot Work Program.
- Confined spaces such as tanks are tested to ensure that the atmosphere is not over ten percent of the lower flammable limit before cutting or welding can begin.
- Small tanks, piping, or containers that cannot be entered must be cleaned, purged, and tested before cutting or welding on them begins.

5.7 Barbecues and Cooking

Cooking-related fires are the third most common cause of fires in the United States. Cooking is permitted only in areas permitted by department management.

Areas where cooking is normally permitted:

- Employee break rooms where appliances for cooking are installed.
- Kitchen areas.
- Designated BBQ areas outdoors.

When using residential electric/gas stoves and cooking appliances, observe the following guidelines:

- Combustible material, such as potholders, paper towels, etc., must be kept at least 18 inches from the stovetop and any burners.
- When cooking, appliances must not be left unattended for any length of time. If it is necessary to leave the room unoccupied, the appliance must be turned off.
- All appliances and equipment must be installed and maintained per manufacturer's instructions.

Propane, natural gas, and charcoal grills can generate flames, sparks, and embers that can lead to fires. PCWA personnel engaged in barbecue activities shall take all available steps to prevent igniting flammable and combustible materials near barbecue grills.

Gas Grills:

- Check the gas cylinder hose for leaks each time the hose is connected.
- To check for leaks, apply a light soap and water solution to the hose, which will quickly reveal escaping gas by releasing bubbles.
- If you smell or otherwise suspect a gas leak, and there is no flame, turn off the gas tank and grill. If the leak stops, get a professional to service it before using it again. Call the fire department if the leak does not stop.

- If you smell gas while cooking, get away from the grill immediately and call the fire department. Do not attempt to move the grill.
- Never turn on the gas when the lid is closed. The gas may build up inside, and when ignited, the lid could blow off and cause injuries or burns.
- Do not leave the grill unattended.
- After cooking, make sure you completely close the valve on your gas grill.
- Always store gas grills and propane tanks outside and away from PCWA buildings or in compressed gas cylinder storage areas.
- Remove grease or fat buildup from the grills and in trays below the grill.
- Do not use barbecue grills tagged as OUT-OF-SERVICE.

Charcoal Grills:

- Charcoal grills can continue to remain hot for many hours after the flames extinguish. Avoid placing any burnable objects near the grill or moving the grill while the coals are hot.
- Keep combustible items that may be blown by the wind away from the grill.
- Check for rust damage in metal grills, which may make it possible for charcoal to fall through onto surfaces below and cause a fire.
- Do not add charcoal starter fluid when coals or kindling have already been ignited. Never use any other flammable or combustible liquid to get the fire started.
- If the fire is too low, rekindle with dry kindling and more charcoal if needed. Avoid adding liquid fuel as it can cause a flash fire.
- Do not leave the grill unattended.
- To dispose of the coals, soak them in water to extinguish them before disposing in a metal container. Otherwise, cover the grill tightly and close the vents, this should extinguish the coals.

5.8 Arson

PCWA properties could become a target for arson. Vacant buildings or secluded areas are more susceptible to arson. Prevention includes:

- removing fuel, flammables, and any easy sources of ignition from the area.
- securing unauthorized access to the area and harden any identifiable points of entry.
- periodically check the area for signs of activity.
- maintaining landscaping to reduce fuels and enhance public visibility.
- turning in work orders for failed lighting or other security systems problems.

- reporting to your supervisor any signs of inappropriate activity.
- if there are problems, work with local fire and law enforcement. “If you see something, say something.”

6 TRAINING

6.1 Initial Training

Initial training will be provided to all new employees and will be coordinated by the department. The initial training includes the following topics:

- Written plan
- Fire classes
- Fire hazards & controls
- Fire prevention procedures
- Fire extinguisher use and limitations

6.2 Refresher Training

Employees will receive refresher training annually after the initial training. The refresher training will include the topics set forth by the initial training. It will also provide updates or new requirements, if applicable.

7 RECORDKEEPING

Departments will maintain maintenance records per PCWA’s Records Retention Policy. Monthly fire extinguisher records may be maintained by documenting a month, year and initials on the fire extinguisher inspection tag.

Each Department remains responsible for maintaining their own training records per PCWA’s Records Retention Policy. A copy of the following should be retained by the employee’s Department:

- Sign in sheet.
- Topics covered in the training.
- Copy of materials (handouts, presentations, etc.) utilized in training.

8 DEFINITIONS

Cal/OSHA - California Occupational Safety and Health Administration

CCR - Code of California Regulations

Contractor - The individual, partnership, corporation, joint venture, or other legal entity having a Contract with PCWA to perform work.

Fire Classes - A fire class is a system of categorizing fire with regard to the type of material and fuel for combustion.

FM - Factory Mutual. If a product is FM (Factory Mutual) approved, it means that it's been through certification testing to verify it's function as intended.

LEL – The “Lower Explosive Limit” is defined as the lowest concentration (by percentage) of a gas or vapor in air that will burn. For most flammable gases, it is less than 5% by volume.

NFPA - National Fire Protection Association

UL - Underwriters Laboratory. UL is the leading nationally recognized testing authority in the US. They certify products based on industry-wide standards.

9 REFERENCES

CCR 8 3221, Fire Prevention Plan

<https://www.dir.ca.gov/title8/3221.html>

CCR 8 4848, Fire Prevention and Suppression Procedure

<https://www.dir.ca.gov/title8/4848.html>

Appendix A

Using a Fire Extinguisher Fact Sheet



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Using a Fire Extinguisher Fact Sheet

If there is a fire, follow your facility fire evacuation plans and meet at your designated evacuation point. Activate the pull fire alarm and make sure you dial 911. If the fire is small, evaluate and decide if it is safe to fight with a fire extinguisher. Use the buddy system whenever possible when committing to fight a fire with an extinguisher.

To be effective, portable fire extinguishers must match the type of fire you are fighting. There are five classes of fires. Extinguishers are labeled with the standard letters and symbols for the classes of fires they can put out. PCWA facilities have combination “ABC” extinguishers that can extinguish most fires.

Pick the right extinguisher for the job!

CLASS OF FIRE	TYPES OF FIRE	EXTINGUISHER SYMBOLS	
		RATING SYMBOL	PICTURE SYMBOL
A Ordinary Combustibles	Wood Paper Rubber Plastic		
B Flammable Liquids	Liquids Greases Gases		
C Electrical Equipment	Energized Electrical Equipment		
D Combustible Metals	Magnesium Zinc Calcium Titanium Lithium		
K Cooking Media	Vegetable Oils Animal Oils Fats / Lards		

- It is dangerous to use water, or an extinguisher labeled for Class A fires on fire involving flammable liquids or energized electrical equipment.
- Extinguishers for class D fires must match the type of metal that is burning. Metals will be listed on the label.

HOW TO USE A FIRE EXTINGUISHER

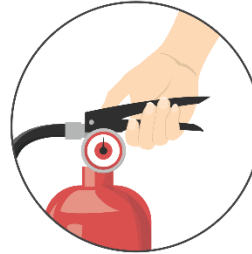
REMEMBER THE WORD **PASS**



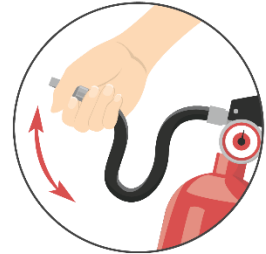
PULL
THE PIN



AIM
AT THE BASE



SQUEEZE
THE LEVER



SWEEP
SIDE TO SIDE

Source: National Fire Protection Association (NFPA)

- Don't force yourself to fight a fire that makes you uncomfortable or puts you at risk!
- Always let someone know and make certain 911 has been called BEFORE using an extinguisher on a fire.
- Stay at least 6-8 feet away from the fire.
- Stay low, the smoke is filled with carbon monoxide and other toxic gases.
- Don't let the fire come between you and the exit, keep your back to the exit and the fire in front of you.
- Fire extinguishers are meant to be "quick fixes" for small fires. A fire involving any portion of a building structure is too big for a portable fire extinguisher. If you are unable to put out the fire with one extinguisher, evacuate and close the door behind you.
- Watch the fire area. If the fire re-ignites, repeat the process.
- Have the fire department inspect the fire site, even if you think you've extinguished the fire. Embers may still be present.

Consider the questions below prior to using a fire extinguisher:

- ✓ Have I alerted others in the building that there's a fire?
- ✓ Has someone called 911?
- ✓ Am I physically able to use a fire extinguisher?
- ✓ Is the fire small and contained in a single object (like a pan or a wastebasket)?
- ✓ Is this the right fire extinguisher to use?
- ✓ Am I safe from the fire's toxic smoke?
- ✓ Do I have a clear escape route?

*Do not use a fire extinguisher unless all of these questions are answered "yes."

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MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

Appendix B:
MFP Upcountry Facility Painting Figure

August 2026

Structure	Color (Sherwin Williams)
5 Stalls Shop	Oakmoss
Cottages	Tobacco
HH-MF Gatehouse	Mineral Gray
FM-HH Gatehouse	Inverness



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MFP UPCOUNTRY FACILITY PAINTING

Contract No. 2026-06

Appendix C:
EXISTING PAINT ANALYTICAL LAB TESTING

August 2026



Onterris
931 West Barkley Ave
Orange, CA 92868
(714) 771-6900

onterris.com



Lab Job Number : 563324
Report Level : II
Report Date : 07/21/2026

Analytical Report *prepared for:*

James Plain
HDR Engineering
1 Capitol Mall
Suite 500
Sacramento, CA 95814

Location: PCWA_TO2025-02 _MiddleForkRollOut, 10434284

Authorized for release by:

A handwritten signature in black ink that reads "Diane Galvan".

Diane Galvan, Senior Project Manager
+1 714.771.9928
diane.galvan@onterris.com

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the above signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

CA ELAP# 1338, CA ELAP #1338-S1, NELAP# 4038, SCAQMD LAP# 18LA0518, LACSD ID# 10105, ORELAP# 4197

Sample Summary

James Plain	Lab Job #:	563324
HDR	Location:	PCWA_TO2025-02 _MiddleForkRollOut, 10434284
Engineering	Date Received:	07/09/26
1 Capitol Mall		
Suite 500		
Sacramento, CA		
95814		

Sample ID	Lab ID	Collected	Matrix
FM-HH GATEHOUSE	563324-001	06/23/26 14:55	Miscell.
COTTAGES	563324-002	06/23/26 13:40	Miscell.
MIDDLE FORK TUNNEL OUTLET PIPE	563324-003	06/23/26 09:32	Miscell.
5 STALL SHOP	563324-004	06/23/26 13:52	Miscell.
SHED WOOD PANEL	563324-005	06/23/26 13:45	Miscell.
RALSTON CRANE	563324-006	06/23/26 08:27	Miscell.
HH-MF GATE HOUSE	563324-007	06/23/26 14:10	Miscell.
RALSON PH CLAMSHELL	563324-008	06/23/26 08:23	Miscell.

Case Narrative

HDR Engineering	Lab Job Number: 563324
1 Capitol Mall	Location: PCWA_TO2025-02 _MiddleForkRollOut,
Suite 500	10434284
Sacramento, CA 95814	Date Received: 07/09/26
James Plain	

This data package contains sample and QC results for eight miscell. samples, requested for the above referenced project on 07/10/26. The samples were received in good condition.

PCBs (EPA 8082A):

- Low surrogate recovery was observed for decachlorobiphenyl (PCB) in the MSD for batch 409422; the parent sample was not a project sample. High surrogate recovery was also observed for decachlorobiphenyl (PCB) in FM-HH GATEHOUSE (lab # 563324-001); no target analytes were detected in the sample.
- 563324-001 was received and prepared outside of hold time; affected data was qualified with "H".
- No other analytical problems were encountered.

Metals (EPA 6010B and EPA 7471A):

- High recoveries were observed for arsenic and zinc in the MS/MSD for batch 409328; the parent sample was not a project sample, and the associated RPDs were within limits.
- No other analytical problems were encountered.



Login 563324

Water Chain of Custody

COC instructions can be found under the instructions tab

Do not use this form for drinking water or air media submissions



Id Way, El Dorado Hills, CA, 95762 | #919.673.1520

LAB-COR-GF006-00 Page of

Client: HDR Inc.	Client Contact Name: James Plain
Address: 1 Capitol Mall, Ste 500	Project Name/Number: PCWA_TO2025-02_MiddleForkRollOut
City/State/ZIP: Sacramento CA 95814	Site Address: 5825 Sunset Dr, Foresthill, CA 95631
Phone/Email: 279.271.2853 James.Plain@HDRInc.com	Invoice Info/PO#/Quote#: 10434284-2
Collected By: KNM	

563324

Sample Identification	Date (mm/dd/yyyy)		Time (24hr. clock)		Type	Matrix	# Units	Analysis Requested							Comments	
	Start	Stop (Composite Only)	Start	Stop (Composite Only)				Lead	Mercury	Chromium	Cadmium	Zinc	Arsenic	PCBs		
FM-HH Gatehouse	6/23/2026		14:55		X	SO	1	/	/	/	/	/	/	/	PCBs	
Cottages	6/23/2026		13:40		X	SO	1	/	/	/	/	/	/	/		
Middle Fork Tunnel Outlet Pipe	6/23/2026		9:32		X	SO	1	/	/	/	/	/	/	/		
5 Stall Shop	6/23/2026		13:52		X	SO	1	/	/	/	/	/	/	/		
Shed Wood Panel	6/23/2026		13:45		X	SO	1	/	/	/	/	/	/	/		
Ralston Crane	6/23/2026		8:27		X	SO	1	/	/	/	/	/	/	/		
HH-MF Gate House	6/23/2026		14:10		X	SO	1	/	/	/	/	/	/	/		
Ralston PH Clamshell	6/23/2026		8:23		X	SO	1	/	/	/	/	/	/	/		
Preservative: 0=none 1=Na ₂ S ₂ O ₃ 2=HCl 3=H ₂ SO ₄ 4=NaOH 5=HNO ₃ 6=CH ₃ OH 7=Zn(CH ₃ CO ₂) ₂								Put codes here →								

Preservative: 0=none|1=Na₂S₂O₃|2=HCl|3=H₂SO₄|4=NaOH|5=HNO₃|6=CH₃OH|7=Zn(CH₃CO₂)₂

Put codes here →

Relinquished By: James Plain (HDR/Corrosion EIT)	Date: 7/9/2026	Time: 1:00	Received By: Brenda Harmon	Date: 7/10/26	Time: 08:30
Standard: ☒	Same-Day: ☐	1 Day: ☐	2 Day: ☐	3 Day: ☐	5 Day: ☐

All TATs Subject to Approval by Onterris Laboratories, LLC

Additional Requests Please provide cost per sample.

As well, please contact James Plain

(279.271.2853) or James.Plain@HDR.COM

if sample testing requires >1 week for turnaround

WorkOrder #

Therm ID:	Correction Factor:	Temp Received:	Corrected Temp:

Type: B=Blank|C=Composite|G=Grab or Discrete|X=Other

Matrix: G=Gas|GW=Groundwater|O=Oil|P=Product|S=Soil|SD=Sediment|SO=Solid|T=Tissue|WP=Wipe|WW=Wastewater|X=Other

Unless otherwise agreed in writing, these services are provided pursuant to the terms and conditions as set forth at onterris.com/terms-and-conditions. Onterris acceptance of this order is expressly limited to these terms and conditions

SAMPLE RECEIPT CHECKLIST

Section 1: General Info			
Date Received: <u>7/9/26</u> Job#: <u>563324</u> Client: <u>HDR inc.</u>			
Section 2: Shipping / Custody		Are custody seals present? ☐ Yes ☒ No	
Custody seals intact on arrival? ☐ N/A ☐ Yes ☒ No ☐ On cooler / box ☐ On samples			
☐ Courier ☐ Walk-In ☐ Field Sampling ☐ Shipping Info: _____			
Section 3a: Condition / Packaging		☐ Outside 0.0 - 6.0°C (0.0 - 10.0°C for microbiology) (PM notified)	
Date Opened <u>7/9/26</u> By (initials) <u>dk</u>		Type of ice used: ☐ Wet ☐ Blue/Gel ☒ None	
☐ Samples received on ice directly from the field; cooling process had begun. (if checked, skip temperatures)			
☐ Sample matrix doesn't require cooling (e.g. air, bulk PCB). (if checked, skip temperatures)			
If no cooler: Observed/Corrected Temp (°C): _____ / _____ Thermometer/IR Gun ID: _____ CF: _____			
Cooler Temp (obs/corr) (°C) #1: _____ / _____ #2: _____ / _____ #3: _____ / _____ #4: _____ / _____ #5: _____ / _____ #6: _____ / _____			
Section 3b: Microbiology Samples		☒ No microbiology samples submitted (skip 3b)	
☐ Within temp range 0.0 - 10.0°C or received on ice directly from field.			
☐ Adequate headspace for microbiology analysis.			
Section 3c: Air Samples		☒ No air samples submitted (skip 3c)	
☐ 1.4L Canisters ☐ 6L Canisters ☐ Tedlar Bags ☐ MCE Cassettes ☐ Sorbent Tubes ☐ Other _____			
Tedlar Bags received protected from light (ASTM D5504 Sulfur only)? ☐ N/A ☐ Yes ☐ No			
Section 4: Containers / Labels / Samples	YES	NO	N/A
1) Were custody papers present, filled properly, and legible?	X		
2) Is the sampler's name present on the CoC?	X		
3) Were containers received in good condition (unbroken / unopened / uncompromised)?	X		
4) Were the samples bagged? (required for microbiology samples; recommended for soil samples)	X		
5) Were all of, and only, the correct samples received?	X		
6) Are sample labels present, legible, and in agreement with the CoC?	X		
7) Does the container count match the CoC?	X		
8) Was sufficient sample volume / mass received for the analyses requested?	★		
9) Were samples received in proper containers for the analyses requested?	X		
10) Were samples received with > 1/2 holding time remaining?	X		
11) Are samples properly preserved as indicated by CoC / labels?	X		
12) Unpreserved VOAs received - If necessary, was the hold time changed in LIMS?			X
13) Are VOA vials free from headspace/bubbles > 6mm?			X
Section 5: Explanations / Comments			
(If no comments are made, then no discrepancies noted.)			
★ not sure if it is enough to be tested			
☐ No additional discrepancies			
Form Completed By (print): <u>Tyler Underwood</u>		(sign): <u>[Signature]</u>	
Date Labeled: <u>7/9/26</u> By (print): <u>Tyler Underwood</u>		(sign): <u>[Signature]</u>	

SAMPLE RECEIPT CHECKLIST

Section 1: General Info			
Date Received: <u>7/10/26</u> Job#: <u>563324</u> Client: <u>HDR</u>			
Section 2: Shipping / Custody			
Are custody seals present? ☐ Yes ☒ No			
Custody seals intact on arrival? ☒ N/A ☐ Yes ☐ No ☐ On cooler / box ☐ On samples			
☐ Courier ☐ Walk-In ☐ Field Sampling ☒ Shipping Info: <u>IS</u>			
Section 3a: Condition / Packaging			
☐ Outside 0.0 - 6.0°C (0.0 - 10.0°C for microbiology) (PM notified)			
Date Opened <u>7/10/26</u> By (initials) <u>FPD</u> Type of ice used: ☐ Wet ☐ Blue/Gel ☒ None			
☐ Samples received on ice directly from the field; cooling process had begun. (if checked, skip temperatures)			
☐ Sample matrix doesn't require cooling (e.g. air, bulk PCB). (if checked, skip temperatures)			
If no cooler: Observed/Corrected Temp (°C): <u> </u> / <u> </u> Thermometer/IR Gun ID: <u>IR20</u> CF: <u>-0.1</u>			
Cooler Temp (obs/corr) (°C) #1: <u>21.4</u> / <u>21.3</u> #2: <u> </u> / <u> </u> #3: <u> </u> / <u> </u> #4: <u> </u> / <u> </u> #5: <u> </u> / <u> </u> #6: <u> </u> / <u> </u>			
Section 3b: Microbiology Samples			
☒ No microbiology samples submitted (skip 3b)			
☐ Within temp range 0.0 - 10.0°C or received on ice directly from field.			
☐ Adequate headspace for microbiology analysis.			
Section 3c: Air Samples			
☒ No air samples submitted (skip 3c)			
☐ 1.4L Canisters ☐ 6L Canisters ☐ Tedlar Bags ☐ MCE Cassettes ☐ Sorbent Tubes ☐ Other <u> </u>			
Tedlar Bags received protected from light (ASTM D5504 Sulfur only)? ☐ N/A ☐ Yes ☐ No			
Section 4: Containers / Labels / Samples	YES	NO	N/A
1) Were custody papers present, filled properly, and legible?	✓		
2) Is the sampler's name present on the CoC?	✓		
3) Were containers received in good condition (unbroken / unopened / uncompromised)?	✓		
4) Were the samples bagged? (required for microbiology samples; recommended for soil samples)	✓		
5) Were all of, and only, the correct samples received?	✓		
6) Are sample labels present, legible, and in agreement with the CoC?	✓		
7) Does the container count match the CoC?	✓		
8) Was sufficient sample volume / mass received for the analyses requested?	✓		
9) Were samples received in proper containers for the analyses requested?	✓		
10) Were samples received with > 1/2 holding time remaining?	✓		
11) Are samples properly preserved as indicated by CoC / labels?	✓		
12) Unpreserved VOAs received - If necessary, was the hold time changed in LIMS?			✓
13) Are VOA vials free from headspace/bubbles > 6mm?			✓
Section 5: Explanations / Comments			
(If no comments are made, then no discrepancies noted.)			
Received without ice			
☐ No additional discrepancies			
Form Completed By (print): <u>JXR</u> (sign): 			
Date Labeled: <u>7/9/26</u> By (print): <u>SAC</u> (sign): <u> </u>			

Analysis Results for 563324

Sample ID:	Lab ID: 563324-003	Collected: 06/23/26 09:32
MIDDLE FORK TUNNEL OUTLET PIPE	Matrix: Miscell.	

563324-003 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	4.3		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	ND		mg/Kg	1.0	2	409559	07/14/26	07/14/26	KCD
Chromium	18		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	9.4		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Zinc	180		mg/Kg	10	2	409559	07/14/26	07/14/26	KCD

Sample ID: 5 STALL SHOP	Lab ID: 563324-004	Collected: 06/23/26 13:52
	Matrix: Miscell.	

563324-004 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	ND		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	ND		mg/Kg	1.0	2	409559	07/14/26	07/14/26	KCD
Chromium	33		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	6.3		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Zinc	230		mg/Kg	10	2	409559	07/14/26	07/14/26	KCD

Sample ID: SHED WOOD PANEL	Lab ID: 563324-005	Collected: 06/23/26 13:45
	Matrix: Miscell.	

563324-005 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	ND		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	ND		mg/Kg	1.0	2	409559	07/14/26	07/14/26	KCD
Chromium	7.4		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	9.0		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Zinc	11,000		mg/Kg	50	10	409559	07/14/26	07/14/26	KCD

Sample ID: RALSTON CRANE	Lab ID: 563324-006	Collected: 06/23/26 08:27
	Matrix: Miscell.	

563324-006 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	ND		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	3.9		mg/Kg	0.98	2	409559	07/14/26	07/14/26	KCD
Chromium	2,300		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	9,300		mg/Kg	20	20	409559	07/14/26	07/14/26	KCD
Zinc	8,500		mg/Kg	9.8	2	409559	07/14/26	07/14/26	KCD

Analysis Results for 563324

James Plain
HDR Engineering
1 Capitol Mall
Suite 500
Sacramento, CA 95814

Lab Job #: 563324
Location: PCWA_TO2025-02_MiddleForkRollOut, 10434284
Date Received: 07/09/26

Sample ID: FM-HH GATEHOUSE

Lab ID: 563324-001

Collected: 06/23/26 14:55

Matrix: Miscell.

563324-001 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	ND		mg/Kg	1.0	1	409328	07/10/26	07/11/26	KAM
Cadmium	1.4		mg/Kg	0.50	1	409328	07/10/26	07/11/26	KAM
Chromium	38		mg/Kg	1.0	1	409328	07/10/26	07/11/26	KAM
Lead	9.1		mg/Kg	1.0	1	409328	07/10/26	07/11/26	KAM
Zinc	860		mg/Kg	5.0	1	409328	07/10/26	07/11/26	KAM
Method: EPA 7471A Prep Method: EPA 7471A									
Mercury	ND		mg/Kg	0.17	1.2	409555	07/16/26	07/16/26	MLL
Method: EPA 8082A Prep Method: EPA 3546									
Aroclor-1016	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1221	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1232	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1242	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1248	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1254	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1260	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1262	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Aroclor-1268	ND	H	ug/Kg	450	9.1	409422	07/13/26	07/14/26	MES
Surrogates				Limits					
Decachlorobiphenyl (PCB)	152%	*,H	%REC	48-120	9.1	409422	07/13/26	07/14/26	MES

Sample ID: COTTAGES

Lab ID: 563324-002

Collected: 06/23/26 13:40

Matrix: Miscell.

563324-002 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Arsenic	ND		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	ND		mg/Kg	1.0	2	409559	07/14/26	07/14/26	KCD
Chromium	4.4		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	8.4		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Zinc	19,000		mg/Kg	50	10	409559	07/14/26	07/14/26	KCD

Analysis Results for 563324

Sample ID: HH-MF GATE HOUSE	Lab ID: 563324-007	Collected: 06/23/26 14:10
	Matrix: Miscell.	

563324-007 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B									
Prep Method: EPA 3050B									
Arsenic	2.5		mg/Kg	1.9	1.9	409559	07/14/26	07/14/26	KCD
Cadmium	7.4		mg/Kg	0.96	1.9	409559	07/14/26	07/14/26	KCD
Chromium	5.8		mg/Kg	1.9	1.9	409559	07/14/26	07/14/26	KCD
Lead	8.0		mg/Kg	1.9	1.9	409559	07/14/26	07/14/26	KCD
Zinc	4,300		mg/Kg	9.6	1.9	409559	07/14/26	07/14/26	KCD

Sample ID: RALSON PH CLAMSHELL	Lab ID: 563324-008	Collected: 06/23/26 08:23
	Matrix: Miscell.	

563324-008 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B									
Prep Method: EPA 3050B									
Arsenic	14		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Cadmium	1.4		mg/Kg	1.0	2	409559	07/14/26	07/14/26	KCD
Chromium	250		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Lead	57		mg/Kg	2.0	2	409559	07/14/26	07/14/26	KCD
Zinc	1,200		mg/Kg	10	2	409559	07/14/26	07/14/26	KCD

* Value is outside QC limits
 H Holding time was exceeded
 ND Not Detected

Batch QC

Type: Blank	Lab ID: QC1391022	Batch: 409328
Matrix: Soil	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391022 Analyte	Result	Qual	Units	RL	MDL	Prepared	Analyzed
Arsenic	ND		mg/Kg	1.0		07/10/26	07/11/26
Cadmium	ND		mg/Kg	0.50		07/10/26	07/11/26
Chromium	ND		mg/Kg	1.0		07/10/26	07/11/26
Lead	ND		mg/Kg	1.0		07/10/26	07/11/26
Zinc	ND		mg/Kg	5.0		07/10/26	07/11/26

Type: Lab Control Sample	Lab ID: QC1391023	Batch: 409328
Matrix: Soil	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391023 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Arsenic	104.7	100.0	mg/Kg	105%		80-120
Cadmium	111.1	100.0	mg/Kg	111%		80-120
Chromium	112.3	100.0	mg/Kg	112%		80-120
Lead	114.1	100.0	mg/Kg	114%		80-120
Zinc	113.2	100.0	mg/Kg	113%		80-120

Type: Matrix Spike	Lab ID: QC1391024	Batch: 409328
Matrix (Source ID): Soil (563332-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391024 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Arsenic	309.2	151.5	100.0	mg/Kg	158%	*	75-125	1
Cadmium	109.7	0.2615	100.0	mg/Kg	109%		75-125	1
Chromium	120.0	4.572	100.0	mg/Kg	115%		75-125	1
Lead	141.9	23.94	100.0	mg/Kg	118%		75-125	1
Zinc	186.5	59.46	100.0	mg/Kg	127%	*	75-125	1

Type: Matrix Spike Duplicate	Lab ID: QC1391025	Batch: 409328
Matrix (Source ID): Soil (563332-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391025 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Arsenic	281.2	151.5	96.15	mg/Kg	135%	*	75-125	8	21	0.96
Cadmium	110.8	0.2615	96.15	mg/Kg	115%		75-125	5	21	0.96
Chromium	120.0	4.572	96.15	mg/Kg	120%		75-125	4	27	0.96
Lead	139.1	23.94	96.15	mg/Kg	120%		75-125	1	32	0.96
Zinc	174.7	59.46	96.15	mg/Kg	120%		75-125	4	31	0.96

Batch QC

Type: Post Digest Spike	Lab ID: QC1391026	Batch: 409328
Matrix (Source ID): Soil (563332-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391026 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Arsenic	249.1	151.5	98.04	mg/Kg	100%		75-125	0.98
Cadmium	102.8	0.2615	98.04	mg/Kg	105%		75-125	0.98
Chromium	107.8	4.572	98.04	mg/Kg	105%		75-125	0.98
Lead	127.7	23.94	98.04	mg/Kg	106%		75-125	0.98
Zinc	162.5	59.46	98.04	mg/Kg	105%		75-125	0.98

Type: Serial Dilution	Lab ID: QC1391224	Batch: 409328
Matrix (Source ID): Soil (563332-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1391224 Analyte	Result	Source Sample Result	Units	Qual	RPD	RPD Lim	DF
Arsenic	146.3	151.5	mg/Kg				4.9
Cadmium	ND	0.2615	mg/Kg				4.9
Chromium	4.371	4.572	mg/Kg	J			4.9
Lead	22.96	23.94	mg/Kg				4.9
Zinc	58.03	59.46	mg/Kg				4.9

Type: Blank	Lab ID: QC1392036	Batch: 409559
Matrix: Soil	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392036 Analyte	Result	Qual	Units	RL	MDL	Prepared	Analyzed
Arsenic	ND		mg/Kg	1.0		07/14/26	07/14/26
Cadmium	ND		mg/Kg	0.50		07/14/26	07/14/26
Chromium	ND		mg/Kg	1.0		07/14/26	07/14/26
Lead	ND		mg/Kg	1.0		07/14/26	07/14/26
Zinc	ND		mg/Kg	5.0		07/14/26	07/14/26

Type: Lab Control Sample	Lab ID: QC1392037	Batch: 409559
Matrix: Soil	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392037 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Arsenic	99.75	100.0	mg/Kg	100%		80-120
Cadmium	106.7	100.0	mg/Kg	107%		80-120
Chromium	107.0	100.0	mg/Kg	107%		80-120
Lead	111.3	100.0	mg/Kg	111%		80-120
Zinc	108.5	100.0	mg/Kg	108%		80-120

Batch QC

Type: Matrix Spike	Lab ID: QC1392038	Batch: 409559
Matrix (Source ID): Soil (563466-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392038 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Arsenic	106.2	3.396	97.09	mg/Kg	106%		75-125	0.97
Cadmium	107.8	0.3156	97.09	mg/Kg	111%		75-125	0.97
Chromium	126.3	18.52	97.09	mg/Kg	111%		75-125	0.97
Lead	113.5	4.691	97.09	mg/Kg	112%		75-125	0.97
Zinc	151.2	43.32	97.09	mg/Kg	111%		75-125	0.97

Type: Matrix Spike Duplicate	Lab ID: QC1392039	Batch: 409559
Matrix (Source ID): Soil (563466-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392039 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Arsenic	108.8	3.396	99.01	mg/Kg	107%		75-125	1	21	0.99
Cadmium	110.6	0.3156	99.01	mg/Kg	111%		75-125	1	21	0.99
Chromium	129.8	18.52	99.01	mg/Kg	112%		75-125	1	27	0.99
Lead	116.1	4.691	99.01	mg/Kg	112%		75-125	0	32	0.99
Zinc	153.8	43.32	99.01	mg/Kg	112%		75-125	0	31	0.99

Type: Post Digest Spike	Lab ID: QC1392040	Batch: 409559
Matrix (Source ID): Soil (563466-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392040 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Arsenic	94.70	3.396	98.04	mg/Kg	93%		75-125	0.98
Cadmium	95.50	0.3156	98.04	mg/Kg	97%		75-125	0.98
Chromium	112.2	18.52	98.04	mg/Kg	96%		75-125	0.98
Lead	101.7	4.691	98.04	mg/Kg	99%		75-125	0.98
Zinc	136.1	43.32	98.04	mg/Kg	95%		75-125	0.98

Type: Serial Dilution	Lab ID: QC1392218	Batch: 409559
Matrix (Source ID): Soil (563466-001)	Method: EPA 6010B	Prep Method: EPA 3050B

QC1392218 Analyte	Result	Source Sample Result	Units	Qual	RPD	RPD Lim	DF
Arsenic	4.386	3.396	mg/Kg	J			4.9
Cadmium	0.3562	0.3156	mg/Kg	J			4.9
Chromium	19.67	18.52	mg/Kg				4.9
Lead	4.846	4.691	mg/Kg	J			4.9
Zinc	46.77	43.32	mg/Kg				4.9

Batch QC

Type: Blank	Lab ID: QC1392022	Batch: 409555
Matrix: Soil	Method: EPA 7471A	Prep Method: EPA 7471A

QC1392022 Analyte	Result	Qual	Units	RL	MDL	Prepared	Analyzed
Mercury	ND		mg/Kg	0.14		07/16/26	07/16/26

Type: Lab Control Sample	Lab ID: QC1392023	Batch: 409555
Matrix: Soil	Method: EPA 7471A	Prep Method: EPA 7471A

QC1392023 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Mercury	0.7612	0.8333	mg/Kg	91%		80-120

Type: Matrix Spike	Lab ID: QC1392024	Batch: 409555
Matrix (Source ID): Soil (563469-001)	Method: EPA 7471A	Prep Method: EPA 7471A

QC1392024 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Mercury	0.8608	0.03311	0.9259	mg/Kg	89%		75-125	1.1

Type: Matrix Spike Duplicate	Lab ID: QC1392025	Batch: 409555
Matrix (Source ID): Soil (563469-001)	Method: EPA 7471A	Prep Method: EPA 7471A

QC1392025 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Mercury	0.8753	0.03311	0.9259	mg/Kg	91%		75-125	2	20	1.1

Type: Blank	Lab ID: QC1391481	Batch: 409422
Matrix: Soil	Method: EPA 8082A	Prep Method: EPA 3546

QC1391481 Analyte	Result	Qual	Units	RL	MDL	Prepared	Analyzed
Aroclor-1016	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1221	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1232	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1242	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1248	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1254	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1260	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1262	ND		ug/Kg	51		07/12/26	07/12/26
Aroclor-1268	ND		ug/Kg	51		07/12/26	07/12/26
Surrogates				Limits			
Decachlorobiphenyl (PCB)	68%		%REC	48-120		07/12/26	07/12/26

Batch QC

Type: Lab Control Sample	Lab ID: QC1391485	Batch: 409422
Matrix: Soil	Method: EPA 8082A	Prep Method: EPA 3546

QC1391485 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Aroclor-1016	392.2	490.2	ug/Kg	80%		63-120
Aroclor-1260	318.3	490.2	ug/Kg	65%		61-120
Surrogates						
Decachlorobiphenyl (PCB)	24.65	49.02	ug/Kg	50%		48-120

Type: Matrix Spike	Lab ID: QC1391486	Batch: 409422
Matrix (Source ID): Soil (562918-045)	Method: EPA 8082A	Prep Method: EPA 3546

QC1391486 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Aroclor-1016	455.6	ND	500.0	ug/Kg	91%		56-123	1
Aroclor-1260	377.7	ND	500.0	ug/Kg	76%		50-124	1
Surrogates								
Decachlorobiphenyl (PCB)	27.54		50.00	ug/Kg	55%		48-120	1

Type: Matrix Spike Duplicate	Lab ID: QC1391487	Batch: 409422
Matrix (Source ID): Soil (562918-045)	Method: EPA 8082A	Prep Method: EPA 3546

QC1391487 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Aroclor-1016	394.2	ND	510.2	ug/Kg	77%		56-123	16	30	1
Aroclor-1260	312.8	ND	510.2	ug/Kg	61%		50-124	21	34	1
Surrogates										
Decachlorobiphenyl (PCB)	22.30		51.02	ug/Kg	44%	*	48-120			1

* Value is outside QC limits

J Estimated value

ND Not Detected