



**NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
SPECIFICATIONS AND SPECIAL PROVISIONS
FOR
WWTP Reservoir Pond Levee Rehabilitation
FEMA PW 431 PN 727642
IN THE
CITY OF ORANGE COVE, CALIFORNIA**

OCTOBER 2026

A&M CONSULTING ENGINEERS, INC.
608 E. Center Avenue, Visalia, California 93292
A&M Project No. 226-039

Orfil Muniz, PE / City Engineer

CERTIFICATION

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Civil Engineer, licensed in the State of California.



Orfil Muniz, P.E. | R.C.E. No. C88165
City Engineer, City of Orange Cove
A&M Consulting Engineers, Inc.
October 5, 2026

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CRITICAL DATES AND REQUIREMENTS

The following dates and requirements are provided for the convenience of bidders. In the event of a conflict, the Notice to Contractors, the General Provisions, and the Special Provisions govern. Dates following the bid opening are anticipated and are subject to change upon notice.

Item	Date / Requirement
Advertise	Monday, October 5, 2026
Pre-Bid Meeting / Job Walk (non-mandatory)	Wednesday, October 14, 2026 at 9:00 a.m. Orange Cove Wastewater Treatment Plant, 1805 S. Monson Avenue, Orange Cove, California. Attendance is strongly encouraged but is not a condition of bidding.
Last Day to Submit Written Questions	Tuesday, October 20, 2026 at 5:00 p.m. to orfil@am-engr.com. Interpretations are issued only by written addendum.
Bids Due / Bid Opening	Tuesday, October 27, 2026 at 2:00 p.m. Office of the City Clerk, 633 Sixth Street, Orange Cove, CA 93646.
Bid Security	Ten percent (10%) of the total amount bid (Base Bid plus all Bid Additives).
Contractor License Requirement	Class A (General Engineering). DIR public works registration for the Contractor and all listed subcontractors.
Basis of Award	Lowest responsible bidder, based on the Total Base Bid (Items 1 through 10), per Public Contract Code Section 20103.8(a). The City may award Bid Additive No. 1 (Items 11 through 17).
Schedule Submitted With Bid	Not required. Construction schedule due within fifteen (15) calendar days after Notice of Award (Subsection 11.08).
Contract Time	Forty-five (45) working days from the date stated in the Notice to Proceed for all Base Bid and awarded Bid Additive work.
Required Completion Date	Thursday, February 25, 2027 (forty-five (45) working days from the Notice to Proceed, excluding Saturdays, Sundays, and City holidays, including December 24, December 25, and December 31, 2026, and January 1, January 18, and February 15, 2027; subject to adjustment for non-working days under Subsection 1.14)
Proposed Council Action to Award	Wednesday, November 25, 2026 (regular City Council meeting, 6:30 p.m.)
Anticipated Notice to Proceed	Wednesday, December 16, 2026
Liquidated Damages	\$500.00 per calendar day
Funding	Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security, Public Assistance Program, PW 431 (PN 727642), through the California Governor's Office of Emergency Services (Cal OES). Build America, Buy America applies.

BID NOTICE TO CONTRACTORS

CITY COUNCIL – CITY OF ORANGE COVE – STATE OF CALIFORNIA

Sealed proposals will be received at the office of the City Clerk, 633 Sixth Street, Orange Cove, California 93646, until Tuesday, October 27, 2026 at 2:00 p.m., at which time they will be publicly opened and read in said building for construction in accordance with the specifications therefore, to which special reference is made as follows:

WWTP RESERVOIR POND LEVEE REHABILITATION

FEMA PW 431 PN 727642

The Project consists of repairing the existing wastewater treatment plant effluent storage pond levees and crown in the city of Orange Cove. The work includes, but is not limited to: repair and reconstruction of existing effluent storage pond levees, restoring levee crown and side slopes, constructing aggregate base crown roadway, excavation and disposal of sludge and other unsuitable materials, earthwork including excavation and fine grading, scarification or stripping of areas to receive earthwork, placement of rock slope protection (rip-rap) on geotextile fabric with a toe key on the pond-side levee slopes, verification and protection of existing pipes within the levee structure, soils testing, storm water pollution prevention, sediment control, and fugitive dust control, in accordance with City of Orange Cove Standard Drawings and Specifications, all as shown on the Plans and specified herein. Bid Additive No. 1 provides the same types of work at Pond 4. Dewatering of the storage ponds will be performed by the City's wastewater treatment plant staff.

The Engineer's Base Bid Estimate for this project is approximately \$1,772,105.00

The Bid Additive is not included in that figure.

Plans and specifications applying to this project may be obtained at the office of A&M Consulting Engineers, Inc., 608 E. Center Avenue, Visalia, CA 93292, at the non-refundable price of \$25 per electronic set and \$50 per paper set. If mailed, there will be a non-refundable charge of \$20 per set. Requests for plans and specifications shall be made via email to orfil@am-engr.com or by phone at (559) 429-4747.

Plans and specifications can also be examined at the office of the Director of Public Works at 633 Sixth Street, Orange Cove, California 93646.

No bidder may withdraw his/her bid within ninety (90) days after the actual date of the opening thereof.

Plan holder names may be obtained only from the City Engineer, beginning six (6) calendar days prior to the date of bid opening. A non-mandatory pre-bid meeting and job walk will be conducted on Wednesday, October 14, 2026 at 9:00 a.m. The meeting will take place at the Orange Cove Wastewater Treatment Plant, 1805 S. Monson Avenue, Orange Cove, California. Attendance is strongly encouraged but is not a condition of bidding.

Inquiries regarding this project should be directed to Orfil Muniz, PE, at A&M Consulting Engineers, Inc., via phone at (559) 429-4747 or via email at orfil@am-engr.com.

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

No bid will be considered unless it is made on the proposal form furnished by the City Engineer. Each bid must be accompanied by a certified or cashier's check or bidder's bond, made payable to the City of Orange Cove, for an amount equal to at least ten percent (10%) of the amount bid. A

Performance Bond in the amount equal to one hundred percent (100%) of the contract amount and a Labor and Materials Bond in the amount equal to one hundred percent (100%) of the contract amount will be required by the City from the bidder to whom the contract is awarded.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions in Chapter 791, Statutes of 1919, as amended, or whose bid is not on the proposal form included in the contract documents. A valid California Class A (General Engineering) Contractor's License is required for this project.

The City of Orange Cove hereby notifies all bidders that it will affirmatively ensure that all bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, national origin, disability, or age in consideration for an award.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates and wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, and similar purposes applicable to the work to be done. Said wage determinations are on file with the City Clerk, City of Orange Cove, 633 Sixth Street, Orange Cove, California, and are incorporated herein by reference.

No contractor or subcontractor may be listed on a bid proposal for this project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)). No contractor or subcontractor may be awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful bidder shall comply with all applicable federal requirements for contracts under Federal Emergency Management Agency (FEMA) Public Assistance awards, including the Contract Work Hours and Safety Standards Act; the Build America, Buy America Act domestic content requirements for iron, steel, manufactured products, and construction materials (2 CFR Part 184), subject to any waiver issued by FEMA; federal nondiscrimination statutes; debarment and suspension (2 CFR Parts 180 and 3000); the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352; 44 CFR Part 18); and the contract provisions of 2 CFR Part 200, Appendix II, all as set forth in the Federal Contract Provisions and Certifications and Article XI of the Agreement. The Davis-Bacon Act and Copeland "Anti-Kickback" Act contract clauses are not required for procurements under the FEMA Public Assistance Program; California prevailing wage requirements apply. This project is not a federal-aid highway project; the Caltrans Local Assistance Procedures Manual, the FHWA-1273 Required Contract Provisions, the U.S. DOT Disadvantaged Business Enterprise program, and the FHWA Buy America requirements do not apply. FEMA has completed the Environmental and Historic Preservation (EHP) review for the Project Worksheet; the EHP conditions are incorporated into the Contract in Special Provision SP 1.03.

Bidders are advised that the Base Bid and all awarded Bid Additive work shall be completed within forty-five (45) working days from the date stated in the Notice to Proceed. Liquidated damages are five hundred dollars (\$500) per calendar day. Bids are required for the entire Base Bid and for the Bid Additive; a bid that omits a price for any item may be rejected as non-responsive. Pursuant to Public Contract Code Section 20103.8(a), bids will be compared on the basis of the Total Base Bid (Items 1 through 10) without consideration of the Bid Additive. The City may award the Base Bid alone or together with Bid Additive No. 1 (Items 11 through 17), within the funds available.

The U.S Department of Homeland Security Office of Inspector General maintains a hotline to receive allegations of fraud, waste, abuse, mismanagement, misconduct, or other violations involving DHS and FEMA programs, grants, contracts, or federally assisted activities. Suspected fraud, waste, abuse, mismanagement, misconduct, bid rigging, bidder collusion, or other improper activity may be reported to the DHS Office of Inspector General Hotline at 1-800-323-8603 or through the DHS OIG online complaint form. Reports may be submitted anonymously or with a request for confidentiality, subject to applicable law and investigative requirements. The Contractor and all subcontractors shall cooperate with any federal, state, or local investigation or audit related to the Project. This hotline is not to be used to report emergencies. In the case of an immediate threat to life or safety, call 911. Bids are required for the entire work described herein. Bids will be compared, and the low bidder determined, on the basis of the total of Base Bid Items 1 through 10 only. Prices bid for the Bid Additive items will not be used in determining the low bidder. The City reserves the right to award the Bid Additive, in whole, at the prices bid, at the time of award.

The City Council reserves the right to reject any or all bids, to waive any informality in the bids received, or to award the contract to the lowest responsible bidder as may serve the best interests of the City of Orange Cove.

City Council, City of Orange Cove



By: Orfil Muniz, PE, City Engineer

October 5, 2026

Date

BIDDER'S SUBMITTAL CHECKLIST

The following documents must be fully completed, executed, and submitted in the sealed bid envelope on or before the time of bid opening. The sections of this bid book that must be returned with the bid are marked "INCLUDE IN BID PACKAGE." Failure to submit any of the required items listed below may cause the bid to be rejected as non-responsive.

	Required Document	Where Found
☐	Bid Proposal, with all unit prices and totals completed in both words and figures, and signed by an authorized person	Bid Proposal
☐	Bid security: certified or cashier's check or bid bond, payable to the City of Orange Cove, in an amount not less than ten percent (10%) of the total amount bid	Furnished by bidder
☐	Contractor's license number (Class A), expiration date, and DIR registration number, entered in the spaces provided on the Bid Proposal	Bid Proposal
☐	Acknowledgment of Addenda (write "NONE" if no addenda were issued)	Bid Proposal
☐	Designation of Subcontractors, completed and signed (or noting that all work will be self-performed)	Designation of Subcontractors
☐	Public Contract Code Section 10285.1 Statement (checkmark completed) and Section 10162 Questionnaire (Yes/No completed)	Public Contract Code Statements
☐	Non-Collusion Affidavit (executed by signature of the Bid Proposal)	Non-Collusion Affidavit
☐	Statement of Experience of Bidder, with completed Affidavit	Statement of Experience
☐	Federal Contract Provisions and Certifications, Parts A through G (Debarment and Suspension; Certification Regarding Lobbying, with Standard Form LLL (Attachment A) if required; Build America, Buy America; Equal Opportunity; Federal Nondiscrimination; Access to Records; Drug-Free Workplace), each signed	Federal Contract Provisions and Certifications

This checklist is provided for the bidder's convenience only. Its use does not relieve the bidder of responsibility for compliance with all requirements of the contract documents. The Public Works Agreement, bonds, and insurance certificates are NOT submitted with the bid; they will be required from the successful bidder after award in accordance with the General Provisions.

BID PROPOSAL

☐ INCLUDE IN BID PACKAGE – THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

**PROPOSAL TO THE CITY OF ORANGE COVE
WWTP RESERVOIR POND LEVEE REHABILITATION
FEMA PW 431 PN 727642
IN THE CITY OF ORANGE COVE**

The work to be done and referred to herein is in the City of Orange Cove, State of California, located on City-owned property at the Orange Cove Wastewater Treatment Plant, 1805 S Monson Avenue. All work will be considered on the basis of the total bid for furnishing and placing the materials complete as specified.

TO THE CITY COUNCIL:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, the annexed proposal form of contract, and plans herein referred to; and they propose and agree if this proposal is accepted, that they will contract with the City of Orange Cove to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and that they will take in full payment therefore, the following prices, to wit:

BASE BID SCHEDULE

Item No.	Description	Est. Qty.	Unit	Unit Price	Amount
1*	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$	\$
2	Prepare and Implement Stormwater Pollution Prevention Plan	1	LS	\$	\$
3	Prepare and Implement Fugitive Dust Control Plan	1	LS	\$	\$
4	Clearing, Grubbing & Demolition	1	LS	\$	\$
5	0.5' Class II Aggregate Base Roadway, Compacted at 95% R.C.	1,275	TON	\$	\$
6	Levee Excavation	640	CY	\$	\$
7	Sludge Removal and Disposal	15,850	CY	\$	\$
8	Levee Reconstruction	7,930	CY	\$	\$
9	Rip-Rap	4,275	CY	\$	\$
10	Geotextile Fabric	11,930	SY	\$	\$

Item No.	Description	Est. Qty.	Unit	Unit Price	Amount
TOTAL BASE BID ITEMS (ITEMS 1 THROUGH 10):					\$

*Bid Item 1 lump sum shall not exceed five percent (5%) of the Total Base Bid.

Total amount of Base Bid Items is (in words):

_____ USD.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

BID ADDITIVE SCHEDULES

The following Bid Additives (Items 11 through 17) are separate from the Base Bid. The City may award any, all, or none of the Bid Additives at the time of award, in any combination. Prices bid for the Bid Additives shall remain valid for the same period as the Base Bid. Bid Additive prices shall be complete in place and shall include any related mobilization, water pollution control, dust control, demolition, grading, restoration, and incidental work required for the additive, since no adjustment will be made to the Base Bid lump sum items on account of an awarded additive.

Bid Additive No. 1: Pond 4 Improvements (Sheets 9 and 10)

Item No.	Description	Est. Qty.	Unit	Unit Price	Amount
11	Clearing, Grubbing & Demolition	1	LS	\$	\$
12	0.5' Class II Aggregate Base Roadway, Compacted at 95% R.C.	444	TON	\$	\$
13	Levee Excavation	3,610	CY	\$	\$
14	Sludge Removal and Disposal	2,620	CY	\$	\$
15	Levee Reconstruction	4,430	CY	\$	\$
16	Rip-Rap	1,030	CY	\$	\$
17	Geotextile Fabric	2,970	SY	\$	\$
TOTAL BID ADDITIVE NO. 1 (ITEMS 11 THROUGH 17):					\$

Total amount of Bid Additive Items is (in words):

_____ USD.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

Total amount of Base Bid and Bid Additive Items (Items 1 through 17) is (in words):

_____ USD.

Final payment will be based upon the actual quantities of work performed at the unit prices bid. The estimated quantities shown are approximate only, being given as a basis for the comparison of bids

and are subject to increase or decrease in accordance with the General Provisions and Special Provisions.

If this proposal shall be accepted and the undersigned shall fail to contract, as foresaid, and to give the two bonds in the sums to be determined as foresaid, with surety satisfactory to the Owner, within ten (10) days not including Saturdays, Sundays and legal holidays, after the bidder has received notice of award of the contract, the Owner, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for _____ (\$ _____), which amount is not less than 10 percent (10%) of the total amount of this proposal (Base Bid plus all Bid Additives), is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City. The undersigned certifies that they have a valid license as Contractor in the State of California, for Class A, the number of which is _____ and the expiration date of which is _____. The undersigned also certifies that they are registered with the California Department of Industrial Relations for monitoring for compliance with payment of prevailing wages on public works projects and that their registration number is _____. The representations made herein are made under penalty of perjury.

The undersigned further certifies that neither it nor any of its principals is debarred, suspended, or otherwise excluded from participation in federally assisted contracts, and that the Federal Contract Provisions and Certifications included in these Contract Documents are true and are made a part of this proposal.

The undersigned acknowledges receipt of the following addenda to the contract documents (write "NONE" if no addenda were issued):

Addendum No. _____ Addendum No. _____ Addendum No. _____

Signature of bidder, with business name, address and telephone number:

(1) _____
Name of Bidding Company or Person

(5) _____
Business Address

(2) _____
(Corp.) (Indiv.) (Partner)

City State Zip Code

(3) _____
Signature of Authorized Person

(_____) _____
Area Code / Telephone Number

(4) _____
Type or Print Name of Authorized Person

(PLEASE SEE THE FOLLOWING INSTRUCTION REGARDING SIGNATURE)

- (1) If the bidder is an individual, enter name here in current style used in business; if a joint venture, exact names of all persons and/or entities participating in the joint venture; if a partnership, the correct trade style used in the partnership; if a corporation, the exact name of the corporation under which it is currently incorporated and operating.
- (2) If the bidder is other than an individual, identify here its character, i.e. joint venture, partnership, corporation (including state of incorporation), etc. If the bidder is an individual operating under a fictitious or trade name, state "Individual DBA (trade name in full)".
- (5) State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
- (3) If bidder is: (i) a joint venture, signature must be one of the joint venturers, and if any of the joint venturers is a partnership or corporation each participating partnership must sign by a general partner, and each participating corporation by an authorized officer or employee; (ii) a partnership, by a general partner; or (iii) a corporation, by an authorized officer or employee. The title of the person signing must appear with their signature. Where a partnership or corporation is a bidder or signer, the names of all other general partners and/or the names of the president and secretary of the corporation and their business address must be shown below:

_____	_____
_____	_____
_____	_____

NOTE: All signatures must be typed or printed under written signature.

NOTE: All addresses must be complete with street number, city and state.

NOTE: Bidders may be required to provide any and all other names and/or form(s) of organization(s) under which business has been done in the prior five (5) years.

DESIGNATION OF SUBCONTRACTORS

☐ **INCLUDE IN BID PACKAGE – THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID**

Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, the undersigned hereby designates below, for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder.

It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City Engineer. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. (List one firm only for each portion of work.)

Item No.	Portion of Work	Subcontractor Name	Business Address & Phone Number	State License No. / DIR Reg. No.

Date

Bidder's Name

Address

Authorized Signature

Telephone Number

Type of Organization (Individual, Partnership or Corporation)

PUBLIC CONTRACT CODE STATEMENTS

☐ INCLUDE IN BID PACKAGE – THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space (add additional pages if necessary).

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

☐ INCLUDE IN BID PACKAGE – THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

PROJECT: WWTP RESERVOIR POND LEVEE REHABILITATION, FEMA PW 431 PN 727642

To the City Council, City of Orange Cove

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

(Name)

being first duly sworn, deposes and says that he or she is,

(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of _____

(Bidding Entity)

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

(California Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

Note: The above Non-collusion Affidavit is part of the Proposal. Signing the Proposal on the signature portion thereof shall constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

STATEMENT OF EXPERIENCE OF BIDDER

☐ **INCLUDE IN BID PACKAGE – THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID**

The bidder has been engaged in the general contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that bid in this Proposal extends over a period of _____ years.

The bidder shall state below work of a similar magnitude or character that they have done and give references that will enable the City to judge their experience, skill and business standing, and their ability to conduct the work as completely as required under the terms of the Contract.

Year	Owner, Location and Type of Work	Contact Name and Phone Number

AFFIDAVIT

(Name of Individual)

doing business as _____

(Name of firm, if any)

certifies and says: That he/she is the person submitting the statement of experience; that he/she has read the same, and that the same is true of his/her own knowledge, and that any depository, vendor, or other agency therein named is hereby authorized to supply the City of Orange Cove with any information necessary to verify the statement.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Subscribed at _____, State of

(Applicant must sign here)

Date: _____

(Date of signature)

(Note: Statement will be returned unless affidavit is complete, including the date of signature.)

FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS

☐ INCLUDE IN BID PACKAGE. EACH CERTIFICATION MUST BE SIGNED AND RETURNED WITH THE BID.

This project is financed in whole or in part with Federal Emergency Management Agency (FEMA) Public Assistance Program funds provided by the U.S. Department of Homeland Security (DHS) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Project Worksheet (PW) 431, PN 727642, through the California Governor's Office of Emergency Services (Cal OES) as recipient and pass-through entity, with the City of Orange Cove as subrecipient. The following federal provisions and certifications supplement the state-law statements set forth above and are made a part of the Proposal and of the Contract. Each certification in Parts A through G shall be executed and submitted with the bid; signing the Proposal also constitutes execution of each certification. Making a false certification may subject the certifier to criminal prosecution under 18 U.S.C. 1001 and to suspension or debarment. Where FEMA or Cal OES prescribes its own form for any of these certifications, that form shall be executed and shall govern.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (2 CFR PARTS 180 AND 3000)

The bidder certifies, under penalty of perjury, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that it has not, within the preceding three years, been convicted of or had a civil judgment rendered against it for the offenses described in 2 CFR 180.800, nor had one or more public transactions terminated for cause or default. This certification is required by 2 CFR Part 180 as adopted by DHS at 2 CFR Part 3000 and by 2 CFR Part 200, Appendix II, paragraph (H). The Contractor shall verify the status of each proposed subcontractor and supplier in the System for Award Management (SAM.gov) before award of the subcontract, shall not enter into any covered subcontract with a party that is debarred, suspended, or otherwise excluded, and shall include this requirement in all covered subcontracts. Any exceptions shall be stated in an attachment.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

B. CERTIFICATION REGARDING LOBBYING (31 U.S.C. 1352; 44 CFR PART 18, APPENDIX A)

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Standard Form LLL, "Disclosure of Lobbying Activities," is provided as Attachment A and, if required, shall be completed and submitted with the bid.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

C. BUILD AMERICA, BUY AMERICA ACT CERTIFICATION (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Orange Cove with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the City of Orange Cove WWTP Reservoir Pond Levee Rehabilitation FEMA PW 431 PN 727642 project that the iron, steel, manufactured products, and

construction materials used in this contract are in full compliance with the BABAA requirements including:

All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The contractor/subcontractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor/subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

D. EQUAL OPPORTUNITY AND NONDISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, or genetic information, and shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), the Age Discrimination in Employment Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the California Fair Employment and Housing Act. The Contractor shall state in all solicitations or advertisements for employees that it is an equal opportunity employer, shall post the notices required by those laws in conspicuous places available to employees and applicants, shall furnish the employment information and reports the City, Cal OES, DHS, FEMA, or the U.S. Department of Labor may require, and shall include this clause in every covered subcontract and purchase order. Executive Order 11246 was revoked by Executive Order 14173 (January 21, 2025); accordingly, the equal opportunity clause of 41 CFR 60-1.4 is not incorporated by this paragraph. Should DHS, FEMA, or Cal OES require a different or additional equal opportunity clause under the federal regulations in effect at the time of award, that clause shall be incorporated by addendum and shall govern.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

E. FEDERAL NONDISCRIMINATION AND ACCESSIBILITY COMPLIANCE

The Contractor shall comply with all applicable federal civil rights and accessibility requirements, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the DHS implementing regulations at 6 CFR Part 21; the FEMA nondiscrimination regulations at 44 CFR Part 7; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C.

6101 et seq.); Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and the 2010 ADA Standards for Accessible Design; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), as applicable. By submitting a bid, the bidder certifies that it will maintain compliance throughout the life of the Contract.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

F. ACCESS TO RECORDS AND RECORD RETENTION (2 CFR 200.334 AND 200.337)

The Contractor agrees to provide the City of Orange Cove, Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Orange Cove and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The Contractor shall retain all books, documents, papers, and records pertinent to this Contract for the period required by 2 CFR 200.334, which the City will confirm in writing at closeout, and in no case for less than three (3) years after final payment and closure of all pending matters, or longer if any litigation, claim, audit, or other action involving the records has been started before the expiration of that period, until all findings involving the records have been resolved and final action taken.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

G. DRUG-FREE WORKPLACE CERTIFICATION

The bidder certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 et seq.) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, establishing a drug-free awareness program, and requiring each employee engaged in the performance of the Contract to abide by the terms of the statement.

Company: _____

Signature / Printed Name / Title: _____

Date: _____

H. FEDERAL CONTRACT CLAUSES (2 CFR PART 200, APPENDIX II, AND FEMA RECOMMENDED PROVISIONS)

The following clauses are required by 2 CFR Part 200, Appendix II, for contracts under federal awards, or are recommended by FEMA for contracts under FEMA awards (FEMA Contract Provisions Guide, Version 2, effective October 1, 2024), and are set forth in full. They are contract provisions, are binding on the Contractor and every subcontractor at any tier, and shall be physically included or incorporated by reference in every subcontract and purchase order under this Contract. No signature is required for this Part; execution of the Proposal and of the Agreement constitutes acceptance of these clauses.

H.1 Remedies for Breach (Appendix II, paragraph (A)). This Contract exceeds the simplified acquisition threshold. In addition to any other remedy provided by law or by the Contract Documents, the City may, upon the Contractor's breach of any term of this Contract, withhold payment under Subsection 9.07 of the General Provisions, require correction or removal of defective or unauthorized work under Subsection 4.05, assess liquidated damages under Subsection 8.03 of the General Provisions, perform or have performed the work of a defaulting Contractor under Subsection 8.09 and charge the cost against the Contract, terminate the Contract under Article IV of the Agreement, and pursue any administrative, contractual, or legal remedy available, including recovery on the Faithful Performance Bond and the Labor and Materials (Payment) Bond. Sanctions and penalties for violation of the Contract Work Hours and Safety Standards Act, the Build America, Buy America Act, and the civil rights requirements are as provided in the governing statutes and regulations and in Parts A through H of these Federal Contract Provisions and Certifications.

H.2 Termination for Cause and for Convenience (Appendix II, paragraph (B)). This Contract exceeds \$10,000. The City may terminate this Contract, in whole or in part, for cause upon the Contractor's failure to perform any material obligation, including failure to prosecute the work diligently, to comply with the federal requirements, or to pay laborers, mechanics, subcontractors, or suppliers, after ten (10) calendar days written notice and failure to cure, in which case the Contractor is entitled to payment only for work satisfactorily completed and accepted less the City's excess costs of completion and damages. The City may also terminate this Contract, in whole or in part, for its convenience, including upon loss, reduction, or suspension of the federal funding, upon ten (10) calendar days written notice, in which case the Contractor shall stop work as directed, shall be paid for work satisfactorily performed to the effective date of termination and for reasonable, documented demobilization and unavoidable material commitments, and shall not be entitled to anticipated profit on unperformed work. The manner by which termination is effected and the basis for settlement are further set forth in Article IV of the Agreement and Subsection 8.12 of the General Provisions.

H.3 Equal Employment Opportunity (Appendix II, paragraph (C)). The Contractor shall comply with the Equal Opportunity and Nondiscrimination in Employment provision in Part D above during the performance of this Contract. Executive Order 11246 having been revoked by Executive Order 14173 (January 21, 2025), the equal opportunity clause formerly prescribed at 41 CFR 60-1.4(b) is not incorporated. Should FEMA or Cal OES, under the federal regulations in effect at the time of award, require an equal opportunity clause in addition to Part D, that clause is incorporated by this reference upon written notice from the City and shall govern over Part D to the extent of any conflict.

H.4 Davis-Bacon Act and Copeland "Anti-Kickback" Act (Appendix II, paragraph (D)). The Davis-Bacon Act and Copeland "Anti-Kickback" Act contract clauses apply only where required by the federal program legislation and are not required for procurements under the FEMA Public Assistance Program, under which this Contract is funded. Accordingly, no federal wage determination is included in these Contract Documents. This Paragraph does not relieve the

Contractor of the California prevailing wage, payroll, and apprenticeship requirements of Section 10 of the General Provisions, or of the Contract Work Hours and Safety Standards Act requirements of Paragraphs H.5 and H.6. If FEMA or Cal OES determines that another federal funding source for the Project requires the Davis-Bacon Act, the required clauses and wage determination will be incorporated by addendum before award or by change order.

H.5 Contract Work Hours and Safety Standards Act (Appendix II, paragraph (E); 29 CFR 5.5(b)). This Contract exceeds \$100,000 and involves the employment of mechanics and laborers. The following clause is included as required by 29 CFR 5.5(b)(1) through (5): Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages:

(i) Withholding Process. The City of Orange Cove may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprourement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

H.6 Further Compliance with the Contract Work Hours and Safety Standards Act (29 CFR 5.5(c)). This Contract is subject to the Contract Work Hours and Safety Standards Act and not to the other statutes cited in 29 CFR 5.1; the following clause is therefore included:

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the

Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H.7 Rights to Inventions Made Under a Contract or Agreement (Appendix II, paragraph (F)).

This Contract is for construction and is not a funding agreement for experimental, developmental, or research work. Paragraph (F) and 37 CFR Part 401 do not apply, and the clause is not required for the FEMA Public Assistance Program.

H.8 Clean Air Act and Federal Water Pollution Control Act (Appendix II, paragraph (G)). This Contract exceeds \$150,000. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Orange Cove and understands and agrees that the City of Orange Cove will, in turn, report each violation as required to assure notification to Cal OES, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Compliance with the San Joaquin Valley Unified Air Pollution Control District Regulation VIII and with the storm water requirements of Section 17 of the Technical Specifications is part of this obligation.

H.9 Debarment and Suspension (Appendix II, paragraph (H)). This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by the City of Orange Cove. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Orange Cove, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Contractor shall also verify in the System for Award Management (SAM.gov) that no subcontractor or supplier receiving a covered subcontract is excluded or disqualified.

H.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (Appendix II, paragraph (I)).

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification (Part B above). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency. The Contractor shall require each tier subcontractor with a subcontract exceeding \$100,000 to file the same certification.

H.11 Procurement of Recovered Materials (2 CFR 200.323) (Appendix II, paragraph (J)). The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962) and the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines at 40 CFR Part 247. Where the purchase price of an item, or the value of the quantity acquired during the preceding fiscal year, exceeds \$10,000, the Contractor shall procure only items designated in the guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the item cannot be acquired competitively within a reasonable time, fails to meet the performance standards of the Contract Documents, or is available only at an unreasonable price. Information about this requirement, along with the list of EPA-designated items, is available at the EPA Comprehensive Procurement Guideline (CPG) Program web page. The Contractor shall procure solid waste management services in a manner that maximizes energy and resource recovery, and shall establish an affirmative procurement program for recovered materials identified in the EPA guidelines. Nothing in this Paragraph relieves the Contractor of the domestic content requirements of Part C and Paragraphs H.13 and H.14.

H.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services (2 CFR 200.216) (Appendix II, paragraph (K)).

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: (a) Are not used as a substantial or essential component of any system; and (b) Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

H.13 Domestic Preferences for Procurements (2 CFR 200.322) (Appendix II, paragraph (L)).

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. This preference is in addition to, and does not

diminish, the mandatory domestic content requirements of the Build America, Buy America Act set forth in Part C above and Paragraph H.14, which govern all iron, steel, manufactured products, and construction materials permanently incorporated into the work. The Contractor shall include this Paragraph in all subcontracts and purchase orders.

H.14 Build America, Buy America Act (Appendix II, paragraph (M); 2 CFR Part 184). The Contractor and each subcontractor shall comply with the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, and 2 CFR Part 184, and with the certification in Part C above, for all iron, steel, manufactured products, and construction materials used in the Project, unless the requirement is waived by FEMA. Each subcontractor that applies or bids for a subcontract for this infrastructure project shall submit the Part C self-certification to the Contractor. Contractors and subcontractors shall disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with the domestic preference requirements; such disclosures shall be forwarded to the City for transmittal through Cal OES to FEMA. Certificates of compliance for covered materials shall be furnished with the related submittal under Subsection 11.08 of the Technical Specifications and with each delivery.

H.15 Conflict of Interest (2 CFR 200.318(c)(1)). No employee, officer, or agent of the City who exercises or has exercised any functions or responsibilities with respect to the FEMA-funded Project, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, may obtain a financial interest or benefit from this Contract, or have a financial interest in any contract, subcontract, or agreement with respect to this Contract or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure. The Contractor shall not offer, and no such person shall solicit or accept, any gratuity, favor, or anything of monetary value in connection with this Contract. The Contractor shall disclose in writing to the City any potential conflict of interest of which it becomes aware.

H.16 Access to Records (FEMA Recommended Provision; 2 CFR 200.334 and 200.337). The Contractor shall comply with Part F above. The Contractor agrees to provide the City of Orange Cove, Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions, and shall provide access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Orange Cove and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. The Contractor shall retain all required records for the periods stated in Part F.

H.17 Changes (FEMA Recommended Provision). Changes to the method, price, or schedule of the work shall be made only by Change Order, Construction Change Directive, or order for a minor change in the work as provided in Subsections 2.02, 2.03, and 9.10 of the General Provisions. To be allowable under the FEMA award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable (2 CFR 200.403). The Contractor acknowledges that the City may require Cal OES or FEMA review of a change that affects the approved scope of the Project Worksheet before approving it.

H.18 DHS Seal, Logo, and Flags (FEMA Recommended Provision). The City of Orange Cove must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The Contractor shall not use any of the foregoing in connection with this Contract without the City's written authorization issued after that permission is obtained.

H.19 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding (FEMA Recommended Provision). This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

H.20 No Obligation by Federal Government (FEMA Recommended Provision). The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor shall include this clause in each subcontract financed in whole or in part with federal assistance.

H.21 Program Fraud and False or Fraudulent Statements or Related Acts (FEMA Recommended Provision). The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. The Contractor further acknowledges that 18 U.S.C. 1001 applies to its statements and certifications made in connection with this Contract, and certifies that all statements, representations, and certifications made in connection with this Contract are true and accurate.

PUBLIC WORKS AGREEMENT

CITY OF ORANGE COVE

THIS AGREEMENT, made by and between _____, hereinafter called the Contractor, and the City of Orange Cove, hereinafter called the Owner.

W I T N E S S E T H :

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

ARTICLE I

PROJECT WORK, CONTRACTOR EXPERIENCE, AND TIME FOR PERFORMANCE

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen and laborers required for the

WWTP RESERVOIR POND LEVEE REHABILITATION, FEMA PW 431 PN 727642

As shown on the plans prepared therefore by A&M Consulting Engineers, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner, and other contract documents relating thereto. Time for performance of the work shall be forty-five (45) working days from the date stated in the Notice to Proceed, as set forth in Subsection 11.05 of the Specifications.

ARTICLE II

CONTRACT DOCUMENTS

The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale (Prevailing Wages), the Standard Specifications, the Special Provisions, the Plans and Drawings, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this agreement, form the contract, and they are as fully a part of the contract as if herein repeated. In the event of a conflict between this agreement and any portion of the standard specifications or special provisions, to the extent of such conflict, this agreement shall be controlling.

The Federal Contract Provisions and Certifications, including the executed certifications in Parts A through G, the Federal Contract Clauses in Part H, and Standard Form LLL (Attachment A) if submitted, are also part of the contract. In the event of a conflict between a federal requirement and any other provision of the Contract Documents, the federal requirement governs.

ARTICLE III COMPENSATION

The Owner agrees to pay the Contractor for the performance of the contract the sum _____ (\$_____).

It being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Bid Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached.

ARTICLE IV TERMINATION

If the Contractor should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or they or any of their subcontractors should repeatedly violate any of the provisions of the contract, or if they or any of their subcontractors should repeatedly disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer that grounds for termination exist, serve written notice upon the Contractor and their surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. The period for service of written notice begins upon deposit of the notice by prepaid postage into the United States mail, or by better means of service.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and their surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expenses of finishing the work, including compensation for additional managerial and

administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

In addition to the foregoing, the Owner may terminate the contract, in whole or in part, for its convenience and without cause, including upon the loss, reduction, suspension, or withdrawal of the Federal Emergency Management Agency Public Assistance funds assisting the project, or upon a determination by FEMA or Cal OES that the work may not proceed or is not eligible. Termination for convenience shall be effected by written notice to the Contractor and the surety stating the extent and effective date of the termination, which shall be not less than ten (10) calendar days after service of the notice. Upon receipt of the notice, the Contractor shall stop work on the terminated portion as directed, shall place no further orders or subcontracts for that work, shall cancel outstanding orders and subcontracts to the extent they relate to the terminated work, shall protect and preserve completed work and stored materials, and shall deliver to the Owner all completed and partially completed work, materials for which payment is claimed, and the project records required by the Contract. As full compensation for a termination for convenience, the Contractor shall be paid the contract unit prices or lump sum amounts, prorated where applicable, for work satisfactorily performed and accepted through the effective date of termination; the reasonable, documented cost of materials and equipment ordered for the work that cannot be cancelled or returned, upon delivery of title to the Owner; and reasonable, documented costs of demobilization. The Contractor shall not be entitled to anticipated profit or overhead on work not performed, to consequential damages, or to any other amount on account of the termination. The Contractor shall submit its termination settlement claim, with supporting documentation, within sixty (60) calendar days after the effective date of termination; the Engineer shall determine the amount due in accordance with Article XI of the Agreement and Section 9 of the General Provisions. A termination for cause under this Article that is later determined to have been wrongful shall be deemed a termination for convenience under this paragraph. This paragraph implements 2 CFR Part 200, Appendix II, paragraph (B).

ARTICLE V INDEMNIFICATION AND DEFENSE

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless, and defend Owner and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligation under this paragraph is in addition to and is not limited by any insurance which Contractor is otherwise required to maintain under this Agreement.

ARTICLE VI INSURANCE

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this agreement, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its 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; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed by the insurer except after thirty (30) days' prior written notice, or ten (10) days' notice for nonpayment of premium, has been given to the Owner in accordance with the policy provisions. The Contractor shall, in addition, give the Owner written notice within five (5) working days after the Contractor receives notice of, or itself initiates, any cancellation, non-renewal, or reduction in coverage or limits of any required policy, and shall replace the coverage before the effective date so that no lapse occurs.

Course of construction policies shall contain the following provisions:

1. Owner shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Owner.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractor's Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this agreement or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

ARTICLE VII WORKERS COMPENSATION

Contractor represents that they have secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Worker's Compensation, a Certificate of Consent to self-insure should be provided to the Owner.

ARTICLE VIII PERFORMANCE AND PAYMENT BONDS

The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law. The bonds shall remain in full force and effect through completion and acceptance of all work under the contract.

The payment bond shall contain provisions such that if the Contractor or their subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

ARTICLE IX WARRANTY

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated. The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE X ATTORNEYS FEES

In the event of litigation concerning this agreement the prevailing party shall be awarded reasonable attorney fees and costs of suit.

ARTICLE XI FEDERAL FUNDING REQUIREMENTS

The Contractor acknowledges that this Contract is financed in whole or in part with Federal Emergency Management Agency (FEMA) Public Assistance Program funds (PW 431, PN 727642) provided by the U.S. Department of Homeland Security and administered by the California Governor's Office of Emergency Services (Cal OES) as recipient. All federal requirements applicable to the funds, whether or not expressly restated here, are incorporated by reference and made a part of this Agreement and of every subcontract, including:

- (a) The contract provisions required by 2 CFR Part 200, Appendix II, and the FEMA recommended provisions, set forth in full in Part H of the Federal Contract Provisions and Certifications, including: administrative, contractual, and legal remedies for breach and sanctions (paragraph (A)); termination for cause and for convenience (paragraph (B)); equal employment opportunity as set forth in Part D of the Federal Contract Provisions and Certifications (paragraph (C)); the Contract Work Hours and Safety Standards Act (paragraph (E)); the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), including reporting of violations to FEMA and the EPA (paragraph (G)); debarment and suspension (paragraph (H)); the Byrd Anti-Lobbying Amendment (paragraph (I)); procurement of recovered materials under 2 CFR 200.323 and 40 CFR Part 247 (paragraph (J)); the prohibition on covered telecommunications equipment or services under 2 CFR 200.216 (paragraph (K)); domestic preferences for procurements under 2 CFR 200.322 (paragraph (L)); and the Build America, Buy America Act (paragraph (M)). The Davis-Bacon Act and Copeland "Anti-Kickback" Act clauses (paragraph (D)) are not required for the FEMA Public Assistance Program.
- (b) The federal labor standards applicable to this Contract: the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) and 29 CFR Part 5, as set forth in Paragraphs H.5 and H.6 of the Federal Contract Provisions and Certifications. California prevailing wage requirements apply as set forth in Section 10 of the General Provisions.
- (c) Compliance with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives, with acknowledgement that FEMA financial assistance funds all or a portion of this Contract.
- (d) The Build America, Buy America Act (Pub. L. 117-58, Sections 70911 through 70917) and 2 CFR Part 184, subject to any waiver issued by FEMA, as set forth in the Federal Contract Provisions and Certifications.
- (e) The federal civil rights, nondiscrimination, and accessibility requirements: Title VI of the Civil Rights Act of 1964 and 6 CFR Part 21; 44 CFR Part 7; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Architectural Barriers Act; and Title VII of the Civil Rights Act of 1964 as to employment.
- (f) Access to and retention of records under 2 CFR 200.334 and 200.337 and section 1225 of the Disaster Recovery Reform Act of 2018, as set forth in the Federal Contract Provisions and Certifications.
- (g) Floodplain management under Executive Order 11988 as implemented by FEMA at 44 CFR Part 9, and any conditions of the FEMA Environmental and Historic Preservation (EHP) review for the Project Worksheet, as set forth in the General Provisions and Special Provisions.
- (h) The requirement that no member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Contract or to any benefit arising therefrom (41 U.S.C. 6306), and the conflict of interest provisions of 2 CFR 200.318(c), under which no officer, employee, or agent of the City who exercises any functions or responsibilities with respect to the FEMA-funded Project may obtain a financial interest in or benefit from this Contract.
- (i) The requirement that the Contractor and each subcontractor have an active registration in the System for Award Management (SAM.gov) and a Unique Entity Identifier (UEI) where required by FEMA or Cal OES.

This Agreement may be terminated for cause or convenience in accordance with Article IV and 2 CFR Part 200, Appendix II. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract. In the event of a conflict between a federal requirement and any other provision of the Contract Documents, the federal requirement governs.

IN WITNESS WHEREOF, they have executed this Agreement this _____ day of _____, 20____.

CITY OF ORANGE COVE
(OWNER)

(CONTRACTOR)

Taxpayer Federal I.D. No.

BY _____
Samuel A. Escobar, City Manager

BY _____
Title _____

ATTEST: _____
Cynthia Cisneros, City Clerk

FAITHFUL PERFORMANCE BOND

(Faithful Performance of the Contract)

Bond No. _____ Premium: \$ _____

WHEREAS, the CITY OF ORANGE COVE, a municipal corporation ("City"), has awarded to _____, hereafter designated as the "Principal," a contract for the work described as follows: City of Orange Cove WWTP Reservoir Pond Levee Rehabilitation FEMA PW 431 PN 727642, A&M Project No. 226-039 (the "Contract"), which Contract is by this reference made a part hereof; and

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

NOW, THEREFORE, we, the Principal and _____, as Surety, a corporation organized under the laws of the State of _____ and admitted to transact surety business in the State of California, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its 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, including the one (1) year guarantee of materials and workmanship, and shall indemnify and save harmless the City, its officers, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

PRINCIPAL:

By: _____

Printed Name / Title:

SURETY:

By: _____

Attorney-in-Fact:

Date:

—

Date:

—

Surety address for correspondence and
claims:

—

—

Surety telephone:

California Dept. of Insurance Certificate No.:

NOTE: Signatures of those executing for the Surety must be properly acknowledged before a notary public, and the Surety's Power of Attorney must be attached. The Surety shall be an admitted surety insurer under Code of Civil Procedure Section 995.120.

LABOR AND MATERIALS (PAYMENT) BOND

(Civil Code Sections 9550 through 9566)

Bond No. _____ Premium: \$ _____

WHEREAS, the CITY OF ORANGE COVE, a municipal corporation ("City"), has awarded to _____, hereafter designated as the "Principal," a contract for the work described as follows: City of Orange Cove WWTP Reservoir Pond Levee Rehabilitation FEMA PW 431 PN 727642 Project, A&M Project No. 226-039 (the "Contract"), which Contract is by this reference made a part hereof; and

WHEREAS, the Principal is required by Civil Code Section 9550 et seq. to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we, the Principal and _____, as Surety, a corporation organized under the laws of the State of _____ and admitted to transact surety business in the State of California, are held and firmly bound unto the City and unto all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Contract and referred to in Civil Code Section 9100, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, its heirs, executors, administrators, successors, or assigns, or its subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, 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 Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the Surety will pay for the same in an 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 and all persons, companies, and corporations entitled to file claims under Civil Code Section 9100, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

PRINCIPAL:

SURETY:

By:

Printed Name / Title:

Date:

—

By:

Attorney-in-Fact:

Date:

—

Surety address for correspondence and
claims:

NOTE: Signatures of those executing for the Surety must be properly acknowledged before a notary public, and the Surety's Power of Attorney must be attached.

I. GENERAL PROVISIONS

SECTION 1 PROPOSAL REQUIREMENTS

1.01 GENERAL INFORMATION

The City Clerk of the City of Orange Cove, California, will receive at the City Hall, in said City, until the hour and day specified in the "Notice Inviting Bids", sealed proposals for furnishing material, supplies, equipment and labor for performing the work as specified in the Plans and Special Provisions.

1.02 FORM OF PROPOSAL

All proposals must give the unit price where indicated, or lump sum where unit prices are not called for, for each of the items and must be signed by the bidder with their address. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.

All proposals must be submitted under sealed cover.

1.03 WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids, but only upon filing with the City Clerk a written request of the withdrawal. The request shall be executed by the bidder or their duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. A bid will not be received, and no bid may be withdrawn after the time fixed in the public notice for the opening of bids.

1.04 PROPOSAL GUARANTEE

All proposals must be accompanied by either a cashier's check, certified check or bidder's bond of an admitted surety insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state as defined in Section 105 of the Insurance Code and acceptable to the City in a sum equal to at least 10 percent of the total amount of the bid. Checks or bonds must be payable to the City of Orange Cove; such security will be retained by the City as a guarantee that the bidder, if their bid is accepted, will enter into a satisfactory Contract within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, from the date notice of award is mailed to the bidder, and will furnish a good and sufficient bond for the faithful performance thereof and for the payment of labor and material costs in accordance with the requirements of Subsection 1.06 herein.

1.05 RETURN OF GUARANTEES

All proposal guarantees will be held until the Contract has been awarded, after which the guarantees accompanying proposals no longer considered in making the award will be returned to the bidder whose proposal they accompanied. Retained proposal guarantees will be held until the Contract has been executed, after which all guarantees will be returned, except those forfeited as required in Subsection 1.09 herein.

1.06 REQUIRED CONTRACT SECURITIES

The bidder to whom the Contract has been awarded will be required to furnish a labor and material bond in an amount equal to 100 percent of the Contract price, and a faithful performance bond in an amount equal to 100 percent of the Contract price; said bonds shall be secured from a surety company satisfactory to the City and are to be submitted to the Engineer with the executed Contract.

1.07 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals.

Proposals may be rejected if they show an alteration of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind. Proposals which contain obvious mathematical errors may be rejected.

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such bidder is interested.

1.08 AWARD OF CONTRACT

The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with the requirements of these Standard Specifications, the Notice Inviting Bids, Special Provisions and all documents and specifications incorporated in either document by reference. Unless set forth otherwise in the Special Provisions, such award, if made, will be made within forty-five (45) calendar days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. Such award, if made, will be made within sixty (60) calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. Such award, if made, will be made within seventy-five (75) calendar days after the opening of the proposals. The periods of time specified above, within which the award of Contract may be made, shall be subject to extension for such further periods as may be agreed upon in writing between the City and Bidder concerned.

All bids will be compared on the basis of the Engineer's Base Bid estimate of quantities of work to be done.

1.09 EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder and returned together with the Contract bonds required in these Standard Specifications within ten (10) calendar days, not including Saturdays, Sundays, and legal holidays, after the bidder has received notice that the Contract has been awarded. The Contractor shall submit to the Engineer along with the executed Contract, the sureties required in Subsection 1.06 and the insurance certificates required in Subsection 7.03 of these Specifications. No proposal shall be considered binding upon the City until execution of the Contract by all parties, including the City.

Failure to execute a Contract and file acceptable bonds as provided herein within ten (10) calendar days after the bidder has received notice that the Contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee as liquidated damages.

1.10 EXAMINATION OF SITE OF WORK, PLANS, SPECIAL PROVISIONS AND CONTRACT FORMS

The bidder is required to examine carefully the site of the proposed work, the proposal, plans, Special Provisions and contract forms for the work contemplated. By submitting a proposal, the bidder is certifying that the bidder has made all necessary investigations and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of the work to be performed and materials to be furnished, and as to the requirements of the plans, the Special Provisions and Specifications.

Prospective bidders must satisfy themselves, by such means as they prefer, as to local conditions and all other matters which influence their bid for the work. The City or Engineer shall not be liable on account of any obstructions of any nature, unforeseen difficulties in construction, the City shall not be liable for reliance upon information from any source other than the Notice Inviting Bids.

1.11 MATERIAL STATEMENT, SAMPLES AND GUARANTEES

Before any Contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all materials to be used in the construction of the work together with samples which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the work.

Reference is made to Subsections 5.08 and 7.24 of these Specifications, wherein the Contractor is required to guarantee all materials, equipment and workmanship for a period of one year from the date of the filing of the Notice of Completion. The bidder may also be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of the filing of said Notice. When such a guarantee is required, the form and the time limit of the guarantee shall be as specified in the Special Provisions. Said guarantee shall be signed and delivered to the Engineer before acceptance of the Contract. The labor and materials bond shall not be reduced until the expiration of the time required by Section 4205 of the Government Code.

1.12 QUANTITIES

The estimates of the quantities of work to be done and materials to be furnished given in the Notice Inviting Bids, Bid proposal and in the Special Provisions are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

No upward adjustment in unit price will be allowed, nor any additional compensation of any kind be paid, in the event of any increase or decrease of the quantity of any Contract item of less than 25% of the quantity included in the bid. In the event that the quantity of any Contract item is increased or decreased by more than 25%, the Contractor or the City may request a unit price adjustment for the subject item. Upon request, Contractor shall provide detailed cost data for the unit price adjustment for review by the Engineer. The Engineer will determine if a unit price adjustment is justified based upon review of the detailed cost data provided by the Contractor. If Contractor is unwilling to provide detailed cost data, or the data is deemed inaccurate, insufficient, or unreasonable by the Engineer, then the Engineer will make their own determination regarding the unit price adjustment based upon available cost data and engineering judgement.

1.13 UNIT PRICES

Excepting the items for which lump sum prices are required, the unit prices inserted in the bid form by the bidder will be considered to be the bid prices for the various work performed. In case of a discrepancy between the unit price bid and the calculated total, the unit price shall govern.

1.14 DEFINITIONS

Whenever the word "City" is used herein, it shall be held to mean the City of Orange Cove, California, acting as a municipal corporation and/or a trustee for improvement districts within the City.

Whenever the words "working day" are used herein, they shall be held to mean any day other than a Saturday, a Sunday, a day on which the City is closed for a legal holiday, or a day on which the

Contractor is prevented from working by inclement weather or by conditions resulting from inclement weather on the controlling operation, as determined by the Engineer. Liquidated damages assessed under Subsections 8.03 and 11.06 accrue for each calendar day of delay beyond the contract completion date established by the working day count.

Whenever the word "Contractor" is used herein, it shall be held to mean the party or parties of the second party in the agreement for the construction of the work herein specified. Whenever the word "Engineer" or "Inspector" is used herein, it shall be held to refer to The City Engineer of the City of Orange Cove, acting within the scope of the particular duties entrusted to them. The City Engineer is the firm of A&M Consulting Engineers, Inc.

Whenever the word "Laboratory" is used herein, it shall be held to mean any recognized commercial testing laboratory retained by the Contractor and approved by the City of Orange Cove to test materials and work involved in the Contract.

Whenever the word "Permittee" is used herein, it shall be held to mean the person or persons, co partnership or corporations, private or public, who has obtained a permit from the City of Orange Cove and agreed to do work encompassed by said permit in conformance with the requirements thereof.

Whenever the words "Special Provisions" are used herein, they shall be held to mean the specific clauses setting forth conditions or requirements peculiar to the work and supplemental to these Standard Specifications.

Whenever the word "Specifications" is used herein, it shall be held to mean the directions, provisions and requirements contained in these Standard Specifications and as supplemented by the Special Provisions.

Whenever the words "Standard Drawings" are used herein, they shall be held to mean the Standard Drawings of the City of Orange Cove.

Whenever the words "State Standard Specifications and Plans" are used herein, they shall be held to mean the Standard Specifications and Plans of the State of California, Department of Transportation, 2025 edition.

Reference is made to Subsection 3.08 of these Specifications for additional definitions and terms as set forth in Section 1 of the "State of California, Department of Transportation, Standard Specifications," 2025 edition. Said Section 1 of the State Standard Specifications, as modified by Subsection 3.08 of these Specifications, is hereby incorporated into these Specifications.

1.15 DESIGNATION OF SUBCONTRACTORS

In compliance with Sections 4100 – 4114 of the Public Contract Code, the Contractor shall file with their bid the name and address of each subcontractor who will perform more than one-half of one percent ($\frac{1}{2}\%$) of the work. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined as to its nature and extent. The failure of the Contractor to specify a subcontractor shall constitute a statement that the Contractor is qualified and intends to perform said work themselves.

The Contractor must have the consent of the City and approval of the Engineer, in writing, to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, to allow a subcontract to be performed by other than the original subcontractor, or to subcontract work for which no subcontractor was designated in the original bid and which is more than one-half of one percent ($\frac{1}{2}\%$) of the work.

Violation of any of the above provisions will be considered a violation of the Contract, and cause for ordering any unapproved subcontractor from the work site. Reference is made to Subsection 8.08 for additional regulations regarding subcontractors.

1.16 FEDERAL ASSISTANCE AND FEDERAL REQUIREMENTS

This project is financed in whole or in part with Federal Emergency Management Agency (FEMA) Public Assistance Program funds (PW 431, PN 727642) administered by the California Governor's Office of Emergency Services (Cal OES). The federal requirements identified in these Contract Documents, including the Contract Work Hours and Safety Standards Act, the Build America, Buy America Act, equal opportunity and federal nondiscrimination, debarment and suspension, anti-lobbying, access to records, and floodplain and environmental requirements, apply to the work and to covered subcontracts and are conditions of the award. The Davis-Bacon Act and Copeland "Anti-Kickback" Act clauses are not required for the FEMA Public Assistance Program. The federal environmental review under the National Environmental Policy Act (NEPA) has been completed by FEMA through its Environmental and Historic Preservation (EHP) review of the Project Worksheet, and the City is responsible for compliance with the California Environmental Quality Act (CEQA). The EHP conditions are set forth in SP 1.03 and are conditions of the Contract.

SECTION 2 GENERAL SCOPE OF WORK

2.01 WORK TO BE DONE

The work to be performed under the Contract consists of furnishing all materials, equipment, supplies, labor and transportation, and performing all work as required by the Contract in strict accordance with the Special Provisions, schedules and drawings, all of which are made a part hereof. The work shall be complete, including all work, material and services not expressly called for in the Special Provisions, or not shown on the drawings, which may be necessary for completion and proper construction to carry out the Contract in good faith. The site of work shall be left in a neat condition. The cost of all work performed, furnished and installed is to be included in the amount bid for the various items of work with no separate compensation allowed, therefore.

2.02 ALTERATIONS

Reference is made to Subsection 1.12 of these Specifications.

The City of Orange Cove reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of work as may be deemed necessary or advisable by the Engineer; also, to make such alterations or deviations, additions to, or omissions from, the Plans and Special Provisions, as may be determined during the progress of the work to be necessary and advisable for the completion thereof.

Any Request for Information by the Contractor shall be submitted in writing to the Engineer. The Engineer shall respond to a Request for Information in writing to the Contractor by a Change Order if any changes are to be made. Any request for change in the work by the Engineer shall be submitted in writing to the Contractor by a Change Order, Construction Change Directive or an order for a minor change in the work, and such request shall be classified as extra work.

2.03 EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the various items for which there is a bid price, or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining

portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Special Provisions. Unless otherwise specifically indicated in the Plans or Special Provisions, any work or responsibility of the Contractor set forth in the Special Provisions or on the Plans and not set forth as a separate bid item shall be considered incidental or appurtenant to the work and full compensation for the cost thereof included in the various bid items of work. Such work or responsibility will in no case be considered as extra work.

When work is classified as extra work by the Engineer, the changes in the work may take place after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the work. A Change Order is an agreement between the Owner, Contractor and Engineer; a Construction Change Directive is an Agreement between the owner and Engineer and may or may not be agreed upon by the Contractor; an order for a minor change in the work may be issued by the Engineer alone. Changes in the work shall be carried out under the original provisions of the contract, with work proceeding promptly unless otherwise specified in the Change Order, Construction Change Directive or order for a minor change in the work.

A Change Order shall be written order prepared by the Engineer and signed by the Owner, Contractor and Engineer stating their agreement on all of the following: 1) change of work, 2) amount of the adjustment in the contract sum, if any, and 3) the amount of the adjustment in the contract time, if any.

A Construction Change Directive shall be a written order prepared by the Engineer and signed by the Owner and Engineer, describing a change in the work and stating the amount of the adjustment, if any, in the contract sum or contract time, or both. Using a Construction Change Directive, the Owner may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions. A Construction Change Directive shall be used in the absence of total agreement, between all parties, in the terms of the Change Order. If the Construction Change Directive provides for an adjustment to the contract sum, the adjustment shall be based on one of the following: 1) a mutual acceptance of a lump sum price, 2) unit prices stated in the contract documents or subsequently agreed upon, 3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee, and 4) if the Contractor disagrees with the method for adjustment of the contract sum, the method and adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the change in work, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. The Contractor shall maintain and present an itemized list of the work performed, but shall be limited to the following: 1) cost of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and worker's or workmen's compensation insurance, 2) cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed, 3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others, 4) costs of premiums for all bonds and insurance, permit fees and sales, use of similar taxes related to the work, and 5) additional costs of supervision and field office personnel directly related to the change.

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in work and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract time. A Construction Change Directive signed by the Contractor indicates the agreement of the change in work, including adjustment in contract sum and time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If the Owner and the Contractor do not agree with the adjustment in contract time or the method for determining it, the adjustment shall be referred to the Engineer for determination. The Engineer shall have the authority to order minor changes in the work not involving adjustment in the contract sum or contract time. Such changes shall take effect by written order and shall be binding between the Owner and Contractor. The Contractor shall carry out such written orders promptly.

The Contractor shall do such extra work and furnish labor, materials and equipment therefore upon receipt of a Change Order, Construction Change Directive or an order for a minor change in the work from the Engineer, and in the absence of such Order or Directive from the Engineer, the Contractor shall not be entitled to payment for such extra work.

Extra work, when ordered and accepted as indicated herein, shall be paid for in accordance with the terms therein provided. Reference is made to Subsection 9.10 of these Specifications.

2.04 CLAIMS

If the Contractor deems that additional compensation will be due them for work or material not clearly covered in the Contract, or not ordered as extra work as defined herein, they shall notify the Engineer in writing of their intention to make claim for such additional compensation before they begin the work on which they base the claim. If such notification is not given, the Engineer is not afforded the opportunity or proper facilities for keeping strict account of the actual cost as required; therefore, the Contractor shall make no claim for such compensation, and if made, any such claim will be denied by the Engineer.

Reference is made to Subsection 4.01 relating to the authority of the Engineer in resolving claims.

2.05 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character designated in the Plans and Special Provisions, or as directed by the Engineer, in the construction of the proposed improvements. The Contractor shall also remove and dispose of all trees or other vegetable growth designated by the Plans and Special Provisions or the Engineer as obstructions to the proper completion of the work.

Unless specifically set forth as a separate bid item, full compensation for all costs involved in the removal and disposal of obstructions shall be included in the amounts bid for the various items of work and no separate payment shall be made, therefore.

2.06 CLEANUP

During the construction of the project, the Contractor shall provide periodic cleanup as the work progresses, such cleanup to be accomplished as soon as practicable and as public necessity and convenience require, as determined by the Engineer. In general, daily interim cleanup will be required.

When construction is completed, and prior to application for acceptance of the work, the Contractor shall clean all work areas and all grounds occupied by them in connection with the work of all debris, excess materials, temporary structures and equipment. All portions of the work shall be left in a neat, presentable condition. The roadways in which construction operations have been accomplished, as well as all haul roads upon which spillage has occurred, shall be swept clean, as directed by the Engineer. Roads adjacent to construction activity which have received dirt or debris tracked from the construction area shall also be swept and cleaned. Full compensation for cleanup during construction and for final cleanup shall be included in the prices bid for the various items of work, and no separate payment will be made, therefore.

SECTION 3 PLANS AND SPECIFICATIONS

3.01 GENERAL

The Plans, Specifications, Special Provisions, and other Contract documents will govern the work. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.

The Contractor shall keep at the worksite a copy of the Plans and Special Provisions, to which the Engineer shall have access at all times.

While it is believed that much of the information pertaining to physical conditions which may affect the cost of the proposed work will be shown on the Plans or indicated in the Special Provisions, the City does not warrant the completeness or accuracy of such information. It is the Contractor's responsibility to ascertain the existence of any such conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site. No test, investigation, statement or estimate of a factual situation not incorporated in the Contract shall be relied on by the Contractor. Any test, investigation statement or estimate of fact incorporated in the Contract shall be considered by the Contractor to be a suggestion only and they shall request equal access to the underlying or background informative material or source and shall arrive at their own opinion thereon, including their determination of how reliable any conclusion might be appearing in (or inferred from) the Contract.

In general, the drawings will indicate dimensions, position and kind of construction and the written Special Provisions will indicate qualities and methods. Any work indicated on the drawings and not mentioned in the written Special Provisions, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked or specified, shall be as similar parts that are detailed, marked or specified.

All alterations authorized by the Engineer which affect the requirements and information given on the approved plans shall be in writing. No changes shall be made in any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer. If the Contractor, during the course of the work, discovers any discrepancies between the Plans and the conditions in the field, or any errors or omissions on the Plans which will significantly affect the work, it shall be their duty to inform the Engineer immediately in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

3.02 COORDINATION & PRECEDENCE OF PLANS & SPECIFICATIONS

These Specifications, the Plans, Special Provisions and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. The order of precedence of documents which make up the Contract shall be as follows:

1. The Agreement
2. Permits from other agencies as may be required by law
3. Special Provisions
4. Construction Plans
5. Technical Provisions of these Standard Specifications
6. Standard Drawings
7. General Provisions of these Standard Specifications

8. State (Caltrans) Standard Specifications

The Federal Contract Provisions and Certifications and Article XI of the Agreement take precedence over all documents listed above. Change orders, supplemental agreements and approved revisions to the Plans and Special Provisions will take precedence over the documents listed above. Detailed plans shall have precedence over general plans.

Dimensions called out on the Plans shall control and supersede scaled dimensions. No scaled dimension shall be used in the execution of the work.

Whenever any conflict appears in any portions of the Contract, it shall be resolved by application of the order of precedence, unless the Engineer shall otherwise order.

3.03 INTERPRETATIONS

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these Specifications, on the Plans and in the Special Provision, the Contractors shall apply to the Engineer for such further explanation as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so as far as may be consistent with the intent of the original Specifications. In the event of doubt or question relative to the true meaning of the Specifications, reference shall be made to the City Engineer, whose decision thereon shall be final.

3.04 WORKING DRAWINGS

When working drawings or shop drawings are required by the Special Provisions or requested by the Engineer, they shall be prepared in accordance with modern engineering practice at the Contractor's expense. Unless otherwise specified, shop or working drawings shall be submitted in quadruplicate to the Engineer for approval or correction at least fifteen (15) calendar days before approved drawings will be required of the work. One set will be returned to the Contractor marked "approved" or "approved as corrected". If changes are required, 4 copies or corrected shop or working drawings shall be delivered to the Engineer.

Shop or working drawings shall be of a size and scale to clearly show all necessary details. For items requiring shop drawings, no materials shall be furnished or work done before approval of the drawings.

Approval of shop or working drawings by the Engineer is interpreted to mean that there is substantial and acceptable conformance with the Contract Plans, but details of design may not necessarily be checked for adequacy or accuracy. Such approval shall not relieve the Contractor from the responsibility for errors or omissions in the drawings or from deviations from the Contract documents unless such errors, omissions, or deviations were specifically called to the attention of the Engineer. The Contractor shall be responsible for the correctness of the shop or working drawings, for shop fits and field connections, and for the results obtained by use of such plans. In the event of discrepancy between the scaled dimension on any drawing and the figures written thereon, the figures shall be taken as correct, except as otherwise determined by the Engineer.

3.05 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces (the completed final surface of earth, concrete, pavement or other material, or the completed top of a layer of subgrade, base or surfacing) in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Where tolerances are indicated in the Specifications or Special Provisions, the work shall be constructed within said tolerances. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and only authorized in writing.

3.06 EXISTING STRUCTURES SHOWN ON PLANS

Where underground and surface structures are shown on the Plans, the locations, depth and dimensions of such structures are believed to be reasonably correct but are not guaranteed. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will, in all cases, be found or encountered just where shown, or that they represent all the structures which may be encountered.

3.07 OMISSIONS IN PLANS AND SPECIFICATIONS

Omissions from the Plans or the Special Provisions of the materials or details of work which are manifestly or obviously necessary to carry out the intent of the Plans and Special Provisions, or which are customarily furnished or performed, shall not relieve the Contractor of their responsibility for furnishing such omitted material or performing such omitted work, but shall be furnished or performed as if fully shown or described in the Plans, Special Provisions or Specifications.

Any materials or work mentioned in the Special Provisions and not shown on the Plans or shown on the Plans and not mentioned in the Special Provisions shall be of the same effect as if shown or mentioned in both.

3.08 INCORPORATION OF REFERENCED PROVISIONS OF STATE STANDARD SPECIFICATIONS

The work embraced herein, where referenced thereto, shall be done in accordance with the provisions of the specified portions of Sections 1 through 96 of the State Standard Specifications entitled "State of California, Department of Transportation, Standard Specifications and Plans," 2025 edition, which specifications are hereinafter referred to as the State Standard Specifications, and in accordance with the following provisions:

Whenever in the State Standard Specifications, the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation, or Department – Public Works Department of the City of Orange Cove Director – Director of Public Works, City of Orange Cove Engineer – The City Engineer of the City of Orange Cove, acting within the scope of the particular duties entrusted to them.

Laboratory – The recognized commercial testing laboratory provided by the Contractor to test materials and work involved in the Contract.

Special Provision – Specific clauses setting forth conditions or requirements peculiar to the work and supplemental to the State Standard Specifications and City Standard Specifications.

State – The City of Orange Cove Other terms appearing in the State Standard Specifications, and these Specifications and Special Provisions, shall have the intent and meaning specified in Section 1, Definition and Terms of the State Standard Specifications, and as set forth in Subsection 1.14 of these Orange Cove Standard Specifications.

In case of conflict between the State Standard Specifications and these Specifications, Orange Cove Standard Specifications shall take precedence over and be used in lieu of such conflicting portions in the State Standard Specifications

SECTION 4 CONTROL OF WORK

4.01 AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate or progress of the work, all questions which may arise as to the interpretation of the Plans, Special Provisions and Specifications, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to compensation, including any claims as provided in Subsection 2.04 of these Specifications. Their decision shall be final and binding upon the Contractor. They shall also have the authority to enforce, and make effective, such decisions and orders which the Contractor fails to carry out promptly.

Notwithstanding the foregoing, any dispute the Contractor wishes to pursue as a claim shall be submitted and resolved in accordance with Subsection 2.04 of these Specifications and the claim resolution procedures required by Public Contract Code Section 9204 and Public Contract Code Sections 20104 through 20104.6, which are incorporated herein.

4.02 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the work.

Satisfactory evidence of obtaining the required permits shall be submitted to the Engineer prior to, and as a condition of, issuance of the "Notice to Proceed". The Contractor shall abide by the conditions of said permits and perform all work governed by said permits in conformance therewith and as directed by the Engineer.

Should the Contractor desire to make preliminary soil investigations in public street rights-of-way, they shall secure the required permits from the appropriate agencies and abide by the provision of said permits.

Full compensation for all costs involved in procuring all permits and licenses as indicated herein, including all fees and charges, shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

4.03 CONSTRUCTION STAKING

Construction staking will be provided by the City, through the Engineer, at no cost to the Contractor, to the extent specified in SP 1.14, "Construction Surveying and Staking." Stakes will be set and stationed for the proposed improvements, and cuts or fills marked to planned grades. All distances and measurements will be made and given in a horizontal plane.

The Contractor shall coordinate all construction staking with the Engineer and shall request staking in writing as specified in SP 1.14. The Contractor shall schedule the work so that each area is staked once. Stakes and marks set by the City shall be carefully preserved by the Contractor. Re-staking of stakes or marks that are lost, destroyed, or disturbed by the Contractor's operations, or that must be reset because the Contractor requested staking before the area was ready, will be charged to the Contractor as specified in SP 1.14.

The Contractor shall be responsible for transferring the City's stakes and marks to the work, including all line and grade layout, batter boards, string lines, and offsets, and for constructing the work to the lines and grades so established. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation, and any discrepancy in the Plans discovered during the course of the work, shall be reported to the

Project Engineer immediately in writing. Any work done after such discovery, until authorized, will be done at the Contractor's risk. Any deviation of constructed facilities from the lines and grades so established shall be the responsibility of the Contractor.

The Contractor shall preserve property line and corner survey markers, except where their destruction is unavoidable when the Contractor is proceeding in accordance with accepted practice. Markers that otherwise are lost or disturbed by the Contractor's operations shall be replaced at the Contractor's expense by a Registered Civil Engineer appropriately licensed for land surveying, or a Licensed Land Surveyor.

Full compensation for any costs incurred by the Contractor in complying with the above, including coordinating, requesting, preserving, and transferring stakes and marks, shall be included in the amount bid for the various items of work and no separate payment shall be made therefor.

4.04 INSPECTION DURING CONSTRUCTION

The Engineer and Inspector shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge relative to the progress, workmanship and character of materials used and employed in the work.

If the Contractor varies the period during which work is carried on each day, they shall give 24- hour notice to the Engineer or Inspector so that proper inspection may be provided. The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill the Contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted, or estimated for payment. Projects financed in whole or in part with funds from sources other than the City shall be subject to inspection at all times by the agency providing said funds or its authorized agent.

4.05 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of the Plans, Special Provisions or Specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the Plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor.

4.06 FINAL INSPECTION

Whenever the work provided and contemplated by the Contract has been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

4.07 SUPERINTENDENCE AND PERSONNEL

The Contractor, in their absence, shall be represented on the work by a competent superintendent, who, as well as the Contractor, shall be in charge of the work and shall be required to receive suggestions and instructions from the Engineer or the Inspector and see them faithfully executed. It shall be the duty of the Contractor to ensure that they provide adequate supervision of the work when they are not present at the site of work. The Contractor shall notify the Engineer of the name,

address, and telephone number of such superintendent or foreman who is in charge of the work in the Contractor's absence.

If any subcontractor, workman, or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be removed from the work immediately upon notice by the Engineer and such person may not be employed again on the work.

All work shall be under general supervision and inspection of the Engineer, or the Inspector and any work done without the sanction or presence of the Engineer or Inspector will be subject to rejection.

4.08 EMERGENCY AVAILABILITY

The Contractor shall furnish to the City, prior to the issuance of the "Notice to Proceed", a list of persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.

4.09 STANDARDS

The Engineer shall establish such standards as they may deem necessary for the proper construction of a finished product. In the absence of specific standards, recognized standards of construction or approved practices shall govern the work.

4.10 SUITABLE METHODS

The Contractor shall use such methods for the performance of the work embraced under these Specifications as will secure a satisfactory quality of work and rate of progress. Such methods shall meet the approval of the Engineer and shall be submitted for their approval before being used on the work. The Engineer reserves the right, during the progress of work, to make suggestions and revisions in the methods in order that a high quality of work and satisfactory rate or progress may be obtained.

When ordered by the Engineer, the Contractor shall discontinue unsuitable methods of work. Reference is made to Subsection 7.10, "Contractor's Equipment."

4.11 PROTECTION OF WORK

The Contractor shall provide and maintain proper barricades, fences, signal lights or watchmen to properly protect the work, persons, animals, and property against injury. The cost of such protection shall be included in the amount bid for the various items of work. The City reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work, after 24 hours' notice in writing, except in case of emergency when they shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor. Reference is made to Subsection 7.15, "Traffic Control, Public Convenience and Safety."

SECTION 5 CONTROL OF MATERIALS

5.01 MATERIALS AND WORKMANSHIP

All materials, parts and equipment furnished by the Contractor in the work shall be first quality, free from defects and, unless specifically indicated otherwise in the Special Provisions, shall be new. Workmanship shall be in accordance with accepted standards. Both materials and workmanship shall be subject to the approval of the Engineer. Unless specifically indicated otherwise in the Special Provisions, all materials shall be furnished by the Contractor.

5.02 PROTECTION OF MATERIALS AND WORK

The Contractor shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the work. Stored materials shall be reasonably accessible for inspection. The Contractor shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

5.03 SAMPLES AND TESTS

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Engineer.

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

The cost of compaction testing shall be included in the bid amount and no separate payment shall be made thereafter. The contractor shall submit a compaction testing plan from a qualified geotechnical firm retained by the contractor prior to the start of construction. Any retesting required because of failure of materials to pass the initial test shall be done at the expense of the Contractor. All other tests required for work not under contract with the City, and located in City streets and alleys, or on private property, shall be borne by the Contractor or permittee.

The Contractor shall furnish and deliver such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of materials.

5.04 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance stating that the materials to be used in the work comply in all respects with the requirements of the Plans and Specification shall be supplied to the Engineer upon request. The certificate shall be signed by the manufacturer of the material, or the manufacturer of assembled material delivered to the work, and the lot so certified must be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be tested and sampled at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating materials in the work which conforms to the requirements of the Plans Special Provisions and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

5.05 TRADE NAMES OR EQUAL

Whenever the material or article to be furnished is described in the Special Provisions or Specifications by trade name, brand name, or other reference is made to specific manufacturers or supplies, "or approved equal," or "City approved equal", the person to whom the Contract is awarded shall have thirty (30) calendar days after the award of the Contract to submit to the Engineer data substantiating a request for the substitution of an "approved equal" item. The Engineer will make a decision as to whether the product proposed to be furnished is of equal quality and performance and equally suited for the City's purposes.

No substitutions shall be used in the work until the Engineer has determined the acceptability of the requested substitution, which may include such samples and tests as may be required by Subsection 5.03 of these Specifications. In such cases of proving equal status, the Contractor shall pay the costs of required testing. No time extension to the Contract will be allowed due to any such proposed substitution, or the time required to determine the acceptability of such substitutions.

5.06 DEFECTIVE MATERIAL

All materials not conforming to the requirements of the Special Provisions or Specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material, the defects of which have subsequently been corrected, shall be used until approved by the City Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

5.07 COMPACTION TESTS

The Contractor shall retain a qualified geotechnical testing laboratory, approved by the City, to perform all soils and compaction testing required by the Contract. That work shall include, but is not limited to: laboratory determination of maximum dry density and optimum moisture content in accordance with ASTM D1557 for each material type placed; sampling and testing of imported fill for conformance with Subsection 13.04 and SP 1.10 prior to delivery, including gradation and plasticity testing; in-place density and moisture testing of levee embankment, imported fill, levee toe keyway backfill, roadway subgrade and aggregate base; and preparation and submittal of all test reports to the Engineer. Full compensation for all soils and compaction testing shall be included in the prices bid for the various items of work, and no separate payment will be made therefor.

The contractor is responsible for all compaction testing. Relative compaction of soil in trenches, embankment or structural backfill shall be determined by the laboratory standard of test procedure California Method 216 for aggregate base and roadway subgrade, and by ASTM D1557 for levee embankment, imported fill and levee toe keyway backfill in accordance with SP 1.10, except that dry random sampling methods (dry weight basis testing) may be used. Drive-tube sampling of compacted soil may be utilized, unless otherwise directed by the Engineer. Reference is made to Subsection 5.03 of these Specifications as to the responsibility for costs associated with testing.

5.08 GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials, equipment and workmanship of the installation for a period of one year from the date of the filing of the Notice of Completion, or for such other period set forth in the Special Provisions. Should any materials or appliance or any work develop any defect or

weakness due, in the opinion of the Engineer, to the use of imperfect materials, equipment or workmanship, or failure to follow the Plans, Special Provisions and Specifications, the Contractor shall be notified at once, and they shall immediately, at their own expense, make the necessary repairs or replacements to make the defective item or items suitable and satisfactory. Should the exigencies of the situation be such as to necessitate the repairs before the Contractor could be notified or should the Contractor refuse to make the repairs or replacements within a reasonable period of time, the City shall have the right to make the necessary repairs or replacements at the expense of the Contractor, preserving as far as possible all available evidence of the cause of failure. Reference is made to Subsections 1.11 and 7.24 of these Specifications.

5.09 SALVAGE OF MATERIALS

Where indicated on the Plans, material to be salvaged shall remain the property of the City and shall be delivered and deposited by the Contractor at the location specified by the Engineer. No separate payment will be made for such salvaging and delivering of material, and the cost thereof shall be included in the various bid items of work.

SECTION 6 UTILITIES

6.01 LOCATION

On City contract involving subsurface work, a diligent effort will have been made to locate and indicate on the Plans, as accurately as possible, the location of all known main or trunk line utility facilities within the work area. Utility service connections will also be shown where information is available.

At least 2 working days before entering on the work, the Contractor shall request all utility owners having a possible interest in the work area to mark or otherwise indicate the location of their substructure. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. They shall also familiarize themselves with the type, material, age and condition of any utility which may be affected by the work.

Utility, as herein used, shall mean any domestic water supply system, sanitary sewer system, storm drain system, or any facilities owned and operated by the Pacific Gas and Electric Company, AT&T, Charter Communications, or Orange Cove Irrigation District, or any other company, corporation, or agency which may reasonably be considered a utility. It is anticipated that proposed facilities will not positionally intersect such utility facilities and utility service lines, except as indicated on the Plans. The Contractor shall be responsible for precisely locating and preserving said utility lines and shall, prior to placing or constructing proposed facilities, expose and verify locations of said utilities. Hand digging will be required to locate utilities without damage, and extreme care shall be exercised, inasmuch as the exact locations will only be determined by the excavation. If the Contractor discovers utilities not identified on the Plans, they shall immediately notify the Engineer and the utility owner in writing. The Contractor's cost of verifying the locations of said utility facilities indicated on the Plans, including exposing them prior to construction, shall be included in the amount bid for the various bid items of work and no separate payment will be made, therefore.

6.02 RELOCATION

Wherever it is shown on the Plans or Special Provisions that water, sewer, gas or other facilities or structures are to be relocated, such work shall be done by the Contractor in cooperation with the owners of such utilities; provided that the owner of the utility may direct that the relocation be done by the owner's forces. In such a case the Contractor shall coordinate their work and cooperate fully in completing the relocation. Unless, otherwise specified in the Special Provisions, the cost for relocation of utilities or for coordinating the Contractor's work with the utility owner's work shall be included in the various bid items of work, and no additional payment shall be made therefore.

Reference is made to Subsection 6.05 of these Specifications relative to delays caused by relocation of utilities either by the Contractor or by the utility owner.

Should the Contractor desire to have any relocation made of any utility facility, or other improvement, for their convenience in order to facilitate their construction operations, which relocation is in addition to or different from the relocations indicated on the Plans or in the Special Provisions, they shall make whatever arrangements are necessary with the owners of such utility for such relocation and bear all expenses in connection therewith.

6.03 PROTECTION

The Contractor is responsible for protection of all utility mains, services and other facilities within the limits of work. Responsible diligence will have been exercised on all City contracts in locating utilities, but the Contractor is responsible for checking in the field the locations as shown and is further responsible for any and all utilities whose presence or location is unknown. All utility services

and facilities damaged or broken by the Contractor shall be repaired or replaced in accordance with the requirements of the owner of said utility.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility, without authority from the owner or order from the City.

When placing concrete around or contiguous to any utility, the Contractor shall, at their expense, furnish and install a cushion of expansion joint material, clear opening, or sleeve, or by other suitable means shall prevent embedment in or bonding with the concrete.

Care should be taken not to move, without the consent of the Engineer and the owners, any sewers, drains, culverts, water, gas or other conduits, poles or other structures and in crossing or running parallel with such facilities, they shall be securely hung, braced and supported in place (in a manner approved by the Engineer and the owner) until the work is completed.

The full cost of protection, repair, or replacement of utilities shall be included in the various bid items of work and no additional compensation will be paid, therefore.

6.04 MAIN AND TRUNK LINE FACILITIES NOT SHOWN ON PLANS

Where main or trunk line utility facilities are encountered which were not indicated on the Plans, Special Provisions, or Specifications, the Contractor will be compensated for the cost of locating, repairing damage not due to their failure to exercise reasonable care, and for removing or relocating said main or trunk line utility facilities.

6.05 DELAYS

The Contractor is responsible for notifying utility owners in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damages or additional payment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interference, the effect of the delay on the project as a whole and any commensurate extension of time due, if timely notice was given.

6.06 COOPERATION

When necessary, the Contractor shall so conduct their operations as to permit access to the worksite and provide time for utility work to be accomplished during the progress of the Contract work. Any costs associated with such cooperation shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

6.07 LIMITATIONS OF LIABILITY

Except for the assumption of liability as may be required by statute and such liabilities assumed in accordance with Subsection 6.04 of these Specifications, the City or the Engineer assumes no responsibility or liability with respect to the sufficiency or accuracy of the information or investigation of the location of utility facilities made by it, or with respect to the actual or apparent location of all known utility facilities as indicate don the Plans, or with respect to unforeseen developments which may occur as to the location of such utility facilities, or with respect to utility facilities which may be encountered at places different from that indicated.

6.08 UTILITY AND NON-STREET FACILITIES; POTHOLING

Attention is directed to Subsections 3.06, "Existing Structures Shown on Plans," and 7.06, "Preservation of Property," of these Specifications. The Contractor shall protect from damage utility and other non-street facilities that are to remain in place, or to be installed, relocated or otherwise rearranged. As used in this Subsection 6.08, "non-street facilities" means any above or below ground facilities which are not a part of the work, including the existing pond inlet, outlet, and transfer pipes, structures, and appurtenances within and adjacent to the levees. Utility shall include, but not be limited to, sewer, water, recycled water, storm drain, and irrigation pipelines, and above and below ground electrical and gas facilities, cable, telephone, or other utilities and communications facilities.

It is anticipated that some or all of the utility and other non-street facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Plans or in the Contract Documents. Where a rearrangement is indicated on the Plans or in the Contract Documents, the Contractor will have no liability for the costs of performing the work involved in the rearrangement unless the Plans or Contract Documents indicate such rearrangement is to be performed by the Contractor.

The right is reserved to the City and the owners of facilities, or their authorized agents, to enter upon the work area for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. In compliance with Subsection 6.06, "Cooperation," the Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-street facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

The Contractor shall be aware of the possible existence of underground main or trunk line facilities not indicated on the Plans or in the Contract Specifications and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Plans or in the Contract Specifications. Prior to commencing any trenching, excavation, or boring operations, or any work that may damage any of the facilities or interfere with their service, the Contractor shall, by potholing or other means approved by the Engineer, ascertain the exact location of underground main or trunk line facilities whose presence is indicated on the Plans or in the Contract Specifications or identified by their use or by Underground Service Alert (USA), the location of their service laterals or other appurtenances, and of existing service laterals or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes, vents, lids or manholes. The existing pipes within the levees shall be potholed and verified as required by Detail 3 on Sheet 11. Prior to construction the Contractor will be responsible for verifying that no conflicts exist between existing and proposed improvements and utility infrastructure. Any additional expenses incurred because of the failure of the Contractor to comply with these requirements shall be borne by the Contractor.

Utility service laterals may not be shown on the Plans. The Contractor shall allow for existing service laterals within the work area. Utility owners will locate their services upon notification through USA, and the Contractor shall protect all services and facilities from injury. In case of damage to existing

utilities, they shall be restored by the Contractor or by utility company personnel to the same type and quality of improvement at the Contractor's cost and expense without additional compensation.

If the Contractor cannot locate an underground facility whose presence is indicated on the Plans or in the Contract Specifications, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Plans or in the Contract Documents and extra work is expended by the Contractor to locate the facility, the additional cost of locating the facility will be paid for as extra work as provided in Subsections 2.03, "Extra Work," and 9.10, "Payment for Extra Work."

Nothing herein shall relieve the City from the duty of identifying main or trunk lines in the Plans or Contract Specifications pursuant to Government Code Section 4215. If the Contractor discovers underground main or trunk lines not indicated on the Plans or in the Contract Specifications, the Contractor shall immediately give the Engineer and the utility owner, if not the City, written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Subsection 6.04 and Subsections 2.03 and 9.10. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the improvements and the Plans and Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Subsections 2.03 and 9.10. Alternatively, the Engineer may direct the rearrangement of the improvement if movement of the underground facility is not essential.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Plans or in the Contract Specifications, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-street facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Plans or in the Contract Specifications or were located in a position substantially different from that indicated on the Plans or in the Contract Specifications, or as a direct result of utility or other non-street facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). The Engineer will determine the extension of contract time for these delays in accordance with Subsection 6.05, "Delays." Where the delay results from a main or trunk line facility not indicated on the Plans, the Contractor will be compensated as provided in Subsection 6.04 and Government Code Section 4215. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-street facilities not being rearranged as provided in this Subsection 6.08, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Subsection 8.03, "Time of Completion and Liquidated Damages." The Contractor shall be entitled to no other compensation for that delay.

Potholes or other excavations performed to determine the location of utility and non-street facilities, and which potholes or excavations will remain outside the area to be excavated for improvements shown on the Plans or specified in the Contract Specifications, shall be backfilled, compacted, and the surface thereof restored. Within the levee embankment, backfill shall be placed and compacted to not less than ninety percent (90%) relative compaction in accordance with SP 1.10. Within the aggregate base crown roadway, the top six (6) inches shall be restored with Class 2 aggregate base compacted to not less than ninety-five percent (95%) relative compaction in accordance with Section 14. Exception: potholes or other excavations of 9 inches or less in diameter (or equivalent dimension if non-circular), or any other pothole or excavation that because of depth, shape, or other cause the Engineer determines is not feasible to compact by the methods above, shall be backfilled in the following manner: the bottom 1 foot of the pothole or other excavation shall be backfilled with clean sand, and the remainder shall be backfilled with slurry cement backfill approved by the Engineer or with Class 2 aggregate base compacted in accordance with Section 14. Where a pothole is in an existing paved surface, the pavement shall be restored with a 7-inch-thick hot mix asphalt plug with the surface level with or slightly higher than the surrounding existing pavement. The type of surface restoration for other potholes shall be directed by the Engineer.

All costs for compliance with this Subsection 6.08 shall be included in the various bid items of work; no additional payment will be made therefor.

SECTION 7 LEGAL RELATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR IN THE CONDUCT OF THEIR WORK

7.01 GENERAL INFORMATION

The Contractor shall keep themselves fully informed of all State and Federal laws and City ordinances and regulations, and revisions thereto, that in any way affect those engaged or employed in or on the work or in any way affect the conduct of the work, and of all orders or decrees of governmental or other bodies or officials having jurisdiction or authority over the same. The Contractor, and all persons, firms or corporations employed by or under them, shall at all times observe and comply with all such laws, ordinances and regulations, orders and decrees. They shall protect and indemnify the City and its officers, employees and agents, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees. If any discrepancy or inconsistency is discovered in the Plans, Special Provisions, Specifications or Contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

7.02 CONTRACTOR'S LICENSE

All bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Any bidder or Contractor not so licensed is subject to the penalties imposed by such laws. A valid California Class A (General Engineering) Contractor's license is required at the time of award of this project and throughout its performance. Each bidder shall enter its license number and expiration date on the Bid Proposal form. A bid will not be rejected solely on the ground of licensure at the time of bid opening to the extent prohibited by law.

7.03 INDEMNIFICATION AND INSURANCE

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless, and defend Owner and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including

but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligation under this paragraph is in addition to and is not limited by any insurance which Contractor is otherwise required to maintain under this Agreement. Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this agreement, the following described insurance coverage, insuring not only contractor and its subcontractors, if any, but also, with the exception of worker's compensation and employer's liability insurance, Owner, its officers, agents, and employees, and each of them:

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damaged.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its 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; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
- 4 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed by the insurer except after thirty (30) days' prior written notice, or ten (10) days' notice for nonpayment of premium, has been given to the Owner in accordance with the policy provisions. The Contractor shall, in addition, give the Owner written notice within five (5) working days after the Contractor receives notice of, or itself initiates, any cancellation, non-renewal, or reduction in coverage or limits of any required policy, and shall replace the coverage before the effective date so that no lapse occurs.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

VERIFICATION OF COVERAGE

Contractor shall furnish the Owner on City approved forms the original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.

7.04 RESPONSIBILITY FOR DAMAGE, LOSS OR INJURY

Neither the City, the City Council, the Engineer, nor any City officer or employee shall be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or any material or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or public, or damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance of the work.

The Contractor shall indemnify and save harmless the City, the City Council and the Engineer from any suits, claims or actions brought by any person or persons for or on account of any injuries or damaged sustained in or arising out of the construction of the work or in consequence thereof. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid. Neither the City Council, the Engineer, nor any other officer or authorized agent shall be personally responsible for any liability arising under the Contract.

7.05 CONTRACTOR'S RESPONSIBILITY FOR WORK

Except as specifically provided in the Specifications, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from the nonexecution 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 thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

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

7.06 PRESERVATION OF PROPERTY

The Contractor shall be liable for any and all damaged done to any property, structure, facility or improvement due to their operations. Due care shall be exercised to avoid injury to existing highway improvements or facilities, roadside trees and landscaping that are not to be removed, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, all street facilities, and any other improvements or facilities within or adjacent to the work area, or on private property adjacent to the work area, and all such facilities shall be protected from injury or damaged. The Contractor shall provide and install suitable, approved safeguards to protect such property or improvements are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work or as good as required by the Special Provisions being performed under this Contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the Contract.

7.07 RIGHTS-OF-WAY

The right-of-way for the work to be constructed as shown on the Plans will be provided by the City. The Contractor shall procure at no cost to the City all temporary construction easements not shown in the Plans, which they may deem necessary to carry out the work to be done under the Contract. Said additional right-of-way shall be brought, to the satisfaction of the Engineer, to conditions at least equal to those existing prior to its use by the Contractor. The Contractor shall not occupy property outside the right-of-way as shown on the Plans unless they enter into an agreement with the owner of said property.

Nothing in these Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the owner, former owner, or tenant of such land, structure or building.

7.08 DISPOSAL OF MATERIAL OUTSIDE THE RIGHT-OF-WAY

The Contractor shall make their own arrangements for disposing of materials outside the right-of-way and they shall pay all costs involved.

When any material is 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 they shall file with the Engineer said permit or a certified copy thereof.

When material is disposed of as above provided, the Contractor shall conform to all requirements of the City Municipal Code pertaining to grading, hauling and filling of earth, including any permits or bonds so required.

Full compensation for all costs involved in disposing of material as specified in the subsection, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such materials and no additional compensation will be allowed, therefore. No additional payment will be granted the Contractor for inconvenience or delays encountered in complying with the requirements of this subsection.

7.09 ELECTRIC AND WATER SERVICE

The Contractor shall provide and pay for electric service for all purposes of power and lighting required for the construction of the work of the Contract and shall maintain such service until the completion of the contract.

The Contractor shall make their own arrangements for and shall provide themselves with a satisfactory water supply for the work done under the Contract. Water for this project will be furnished as provided in SP 1.08, "Water." Except as provided in SP 1.08, all water used shall be paid for by the Contractor. Water to be used in the work may be taken from the City's water system at no cost, but only after obtaining a water meter from the City Utilities Division and payment of any deposits required therefore. A backflow prevention device, if not equipped with the meter, shall be furnished by the Contractor. All costs for furnishing water shall be included in the various bid items of work.

7.10 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work. When ordered to do so by the Engineer, the Contractor shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory equipment. The use of any equipment which is obsolete as to type, in bad condition, or worn out will not be permitted on the work.

7.11 SAFETY PROVISIONS

The Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Orders and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations.

Full compensation for all costs involved in providing job safety and special worker protection, including those pertaining to the hazards of caving ground in excavation, shall be included in the amounts bid for the various items of work, and no separate payment will be made therefore.

7.12 WORKER PROTECTION FROM TOXIC OR EXPLOSIVE GASES

In conformance with the Safety Orders set forth in Subsection 7.11, the Contractor shall protect workers from toxic or explosive gases by providing whatever testing equipment and other special equipment that may be needed to detect the presence of and to remove such toxic or explosive gases found to exist in any underground facilities involved in the work, whether these facilities are newly construction or existing.

The above requirements of the State Division of Industrial Safety are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, similar protection for any person, including the Engineer or any of their authorized representatives, subcontractors, or any other

person authorized or required to enter such underground facilities for inspection, repairs, or any other reason.

7.13 WORKER PROTECTION FROM CAVING GROUND IN EXCAVATIONS

As required by Subsection 7.11 of these Specifications, the Contractor shall comply with the provisions of the Construction Safety Orders, Tunnel Safety Order, and General Safety Orders issued by the State Division of Industrial Safety, as well as all other applicable laws, ordinances and regulations, as they pertain to the protection of workers from the hazard of caving ground. In compliance with the provisions of Section 6705 of the Labor Code of the State of California, the Contractor shall obtain the approval and acceptance of the Engineer in advance of the excavation of any trench or trenches, jacking or receiving pits, or pump sump pits, 5 feet or more in depth, of the detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made by the Contractor for worker protection from the hazard of caving ground during the excavation of such trenches or pits, and during any other period that workers may be exposed to such hazard. If such plan varies from the shoring system standards established by the Division of Industrial Safety, the plan shall be prepared by a Registered Civil or Structural Engineer. The requirements as above set forth by the State Division of Industrial Safety for the provision of worker protection from the hazard of caving ground are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, the same protection for any person, including the Engineer or any of their authorized representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or any other reason.

Payment for worker protection from caving ground in excavations during construction shall be included in the various bid items, and no additional compensation will be made therefore. Payment shall include all materials, labor and equipment necessary to adequately brace, shore, shield or slope all excavations and trenches as required by California Labor Code Section 6705. Also included are any costs incurred by the Contractor in preparing 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 the trenches, pits, etc.

7.14 MAINTAINING DRAINAGE

The Contractor shall provide and maintain drainage to the existing street section or other area of work with no separate compensation, therefore. Temporary provisions for drainage of any area during construction where existing drainage facilities have been damaged or altered by the Contractor during their operation shall be made by the Contractor and as directed by the Engineer. The Contractor shall be responsible for all damages to public or private property incurred due to failure to provide adequate drainage within and through the construction area or due to blockage of existing drainage facilities at or upstream from the area of work.

No separate payment shall be made for maintaining drainage and full compensation therefore shall be included in the prices bid for the various items of work.

7.15 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY

It shall be the Contractor's responsibility to provide for the convenience and safety of the public and public traffic in connection with their operations. Traffic control shall be furnished, provided and maintained by the Contractor at all times throughout the life of the Contract. The Contractor shall so conduct their operations as to cause the least possible obstruction and inconvenience to public traffic and abutting property owners (or tenants), and they shall have under construction no greater length or amount of work than they can prosecute properly with due regard to the rights and safety of the public. Unless other existing streets are stipulated in the Special Provisions to be used as

detours, all traffic shall be permitted to pass through the work. Residents along the work area shall be provided passage as far as practicable, as determined by the Engineer. Convenient access to driveways, houses and businesses along the road, street, alley or other work area shall be maintained; temporary trench crossings shall be provided and maintained in good condition as required to provide said access. No more than one cross or intersecting street or road shall be closed at any one time without the approval of the Engineer.

The Contractor shall keep the Orange Cove Fire District, Orange Cove Police Department, and ambulance companies informed at all times as to the exact location and progress of the work and shall notify them immediately of any streets closed to traffic or impassable for firefighting or other safety equipment. At least 48 hours in advance of beginning work in any street, alley or other public thoroughfare, the Contractor shall notify the Engineering department, and any other jurisdictional agencies involved and comply with their requirements regarding traffic control and public convenience and safety.

The Contractor shall provide such flagmen, and furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the road, street, or other work area is under construction and of any dangerous condition to be encountered as a result thereof, and they shall also erect and maintain such warning and directional signs. All such devices shall be promptly removed upon completion of the work.

The type and location of signs, lights, flags, flagmen and other traffic control and safety devices shall be in accordance with the latest edition of the California Manual of Uniform Traffic Control Devices, issued by the State of California, Department of Transportation. Compliance with the requirements of said manual shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition.

Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, etc., unless other arrangements satisfactory to the owners have been made. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet, also shall be maintained unless otherwise approved by the Engineer. It shall be totally the responsibility of the Contractor to provide and maintain adequate traffic safety devices and warning signs. If the Engineer or the Inspector notes some deficiency in said devices, the situation shall be corrected immediately by the Contractor. Should the Contractor fail to comply with said requirements, safety regulations, instructions or directions, or such additional requirements as may be deemed by the Engineer to be necessary for safety of the workers or the public property, the Engineer may cause such precautions to be taken by other means at the Contractor's expense, but such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate their obligation to furnish and pay for these devices and measures.

Full compensation for all costs involved in public convenience, safety and traffic control in accordance with the requirements specified shall be included in the lump sum price bid for traffic control. Where no bid item is provided for traffic control, the costs involved in public convenience, safety and traffic control shall be included in the amount bid for the various items of work and no separate payment shall be made, therefore.

7.16 DUST CONTROL

The Contractor shall maintain dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping or oiling, so as to

cause the least possible dust nuisance to the public. Any dust control measure ordered by the Engineer shall be promptly and immediately carried out.

The Contractor shall make their own arrangements for and shall provide themselves with a satisfactory water supply, except as otherwise set forth in the Special Provisions.

The Contractor shall furnish their own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Water for the work may be taken from the City water system, but only after obtaining a meter from the City Utilities Division and payment of any deposit required therefore. Where the Contractor is allowed to utilize the public water supply, if the City furnished meters is not so equipped, the Contractor shall provide an approved backflow prevention device between the public water supply and their equipment for applying or transporting water when the Engineer determines that a backflow condition could be caused by the method or equipment used to draw water from the public supply.

If the Contractor fails to provide dust control measures so ordered within a reasonable time period as determined by the Engineer, the Contractor (or Developer in the case of private contracts) shall pay to the City a liquidated damage of thirty dollars (\$30.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the Engineer, until dust control measures ordered by the Engineer are completely carried out and the dust nuisance eliminated or prevented. Such penalty shall be deducted from any monies owed the contractor or levied as a fine against the Developer. In addition to the liquidated damage as specified above, if conditions warrant, the Engineer may order City forces to eliminate or prevent the dust nuisance. The full cost thereof in addition to the liquidated damage as herein provided, shall be deducted from any monies owed the Contractor or shall be levied as a fine against the Developer. Contractor shall obtain a permit from the San Joaquin Valley Air Pollution Control District whenever such permit is required.

Full compensation for dust control shall be included in the lump sum amount bid therefore. Where no bid item is provided for dust control, the cost therefore shall be included in the various bid items of work and no separate payment will be made, therefore.

7.17 RESTORATION OF SURFACES

The Contractor shall replace all graded surface material adjacent and/or appurtenant to the work, and shall restore paving, curbing, sidewalks, gutters, landscaping, fences, lawn and other surfaces disturbed, to a condition equal to that before the work began and shall furnish all labor and material incidental thereto. Where bid items are not provided for each type of restoration, full compensation therefore shall be included in the amount bid for the various items of Contract work.

7.18 SANITARY REGULATIONS

Necessary housing accommodations shall be provided for the workmen for changing clothes and for protection during inclement weather. Toilet accommodations shall also be maintained for the use of employees on the work. The accommodations shall be in approved locations properly screened from public observation and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all sanitary regulations and orders and shall take precautions against infectious diseases and the spread of same and shall maintain at all times satisfactory sanitary conditions around all shanties, tool and supply houses and on all other parts of the work.

7.19 PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

7.20 PROPERTY RIGHTS OF MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. All such materials shall become the property of the City upon being so attached or affixed or upon payment of 90 percent of the value of materials delivered to the site of the work or stored subject to or under the control of the City. As indicated in Subsection 7.05 of these Specifications, the Contractor will not be relieved of their responsibility for the care and protection of the work until final acceptance of the work by the City.

7.21 ASSIGNMENT OF CONTRACT

The contractor shall not assign this Contract, or any part thereof, without the approval of the City or without the consent of surety unless the surety has waived its rights to notice of assignment. All assignments of funds are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in favor of all persons, firms, or corporation rendering such services or supplying materials.

7.22 AMENDMENTS TO CONTRACT

Each and every provision of law and clause required by law to be inserted in the Contract for the work to be done under the Special Provisions shall be deemed to be inserted therein, and the Contract shall be read and enforced as though it were included therein; and if, through mere mistake or otherwise, any such provisions is not inserted or is not correctly inserted, then upon the application of either party thereto, the Contract shall forthwith be physically amended to make such insertion.

7.23 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provision of this agreement shall supersede all prior verbal statements of the Engineer, or other representatives of the City and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way, whatsoever, the written agreement.

7.24 GUARANTEE

The Contractor shall guarantee the proper installation and performance for all equipment and facilities installed or work performed for a period of one year from the date of the filing of the Notice of Completion, or for such other period set forth in the Special Provisions. Any failure of such equipment, facilities or workmanship prior to the end of such one year or other specified period shall be repaired or corrected by the Contractor at their sole expense in accordance with instructions of the Engineer. Reference is made to Subsections 1.11 and 5.08 of these Specifications.

7.25 FLOODPLAIN MANAGEMENT (FEMA / EXECUTIVE ORDER 11988)

The floodplain status of the project site is as shown on the effective FEMA Flood Insurance Rate Map for Fresno County (panel 06019C2702H, dated February 18, 2009), and as determined in FEMA's Environmental and Historic Preservation (EHP) review of the Project Worksheet. Because this is a federally assisted project, the work is subject to floodplain management requirements under

Executive Order 11988, as implemented by FEMA at 44 CFR Part 9, to any floodplain conditions of the FEMA EHP review, and to the City's floodplain management ordinance.

SECTION 8 PROGRESS AND PROSECUTION

8.01 SEQUENCE AND PROGRESS OF THE WORK

The Engineer shall have the power to direct the order and sequence of work, which in general shall be to coordinate the construction of the several parts of the Contract to a successful completion as rapidly as possible. If, at any time, appliances used, or to be used, appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, they may order the Contractor to increase efficiency, or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from their obligation to secure the quality of work, or the rate of progress specified.

8.02 COMMENCEMENT OF WORK

Unless otherwise provided in the Special Provisions, the Contractor shall commence work under the Contract within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions. Should the Contractor begin work in advance of receiving the Notice to Proceed, as above provided, any work performed by them shall be considered as having been done at their own risk and as a volunteer and no payment is guaranteed for any such work performed.

8.03 TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon expiration of the limit as set forth in the Special Provisions, damage will be sustained by the City. Since it is and will be impractical to determine the actual damage which the City will sustain in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City the sum indicated in the Special Provisions for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such sum as set forth in the Special Provisions, and in case the same is not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the specified time, the City shall have the right to extend or not to extend the time for completion as may seem best to serve the interest of the City. If the City decides to extend the time limit for the completion of the contract, the City shall further have the right to charge to the Contractor, their heirs, assigns, or sureties, and to deduct from the final payment for the work all or any part, as the City may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages, or the cost of engineering and inspection, during any delay in the completion of the work caused by acts of God or acts of the public enemy, the City, fire, epidemics, quarantine restrictions, strikes and freight embargoes, provided that the Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Engineer in writing of the causes of delay; and the Engineer's finding of the facts thereon shall be final and conclusive.

8.04 CONSTRUCTION SCHEDULE

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval their proposed construction schedule, when so requested by the Engineer. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient

detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, procurement of materials, and scheduling of equipment. The construction schedule shall be consistent in all respects with the time and order of work requirements of the Contract.

If the Contractor desires to make a significant change in their method of operations after commencing construction, or if their schedule fails to reflect the actual progress, they shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

8.05 PRECONSTRUCTION CONFERENCE

Prior to construction and when set forth in the Special Provisions or when requested by the Engineer, a meeting will be called by the Engineer with the Contractor, subcontractors and interested agencies or parties affected by the work, to discuss the proposed work. The Contractor shall present their proposed construction schedule prior to or at this meeting.

8.06 NOTICE TO RESIDENTS

The Contractor shall, no less than ten (10) calendar days for street closures and five (5) calendar days prior to proceeding with the work in any given area, notify in writing all residents and tenants directly affected by the construction work of both the nature and the approximate time for the completion of the work. The notice shall be on the contracting firm's letterhead and shall be signed and shall include and project superintendent's name and telephone number. The Contractor shall, prior to commencing work in each given area, furnish the Engineer a copy of the notice given residents and tenants and shall certify the date, locations and method by which the notice was delivered.

8.07 COOPERATION

The Contractor shall cooperate in all respects with all public and private agencies, including but not limited to the Orange Cove Irrigation District, Charter Communications, Pacific Gas and Electric Company, Southern California Gas Company, AT&T, the Orange Cove Public Works Department, Fresno County Public Works, Orange Cove Police Department, the Orange Cove Fire District, Kings Canyon Unified School District, and Caltrans. Should construction be under way by other forces or by the other Contractors within or adjacent to the project area or should work of any other nature be under way by other forces within or adjacent to said project area, the Contractor shall cooperate with all such other Contractors or forces to the end that any delay or hindrance to their work will be minimized or avoided.

8.08 SUBCONTRACTORS

As indicated in Subsection 1.15 of these Specifications, the Contractor shall indicate on the proposal form the names of subcontractors proposed for the work and shall not employ any who the Engineer may, within a reasonable time, object to as incompetent or unfit. The purchase of concrete, liquid asphalt, paving asphalt, pipelines, valves, fire hydrants, casing, or any other materials produced at and supplied from established and recognized commercial plants, together with delivery of such materials to the site of what the work by means of vehicles owned or operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these Specifications.

The Contractor shall be responsible for the coordination of all trades, subcontractors, and material men engaged upon the work. Neither the city nor the Engineer will undertake to settle any differences between the Contractor and their subcontractors or between subcontractors. In this regard, it is recommended to the Contractor that local subcontractors and material men be used

whenever possible as one of the best methods of maintaining the coordination and activity essential to proper job scheduling and completion.

All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. The City will deal directly with and make all payments to the Contractor only.

When subcontracted work is not being prosecuted in a manner satisfactory to the Engineer, the Contractor shall be notified to take corrective action within a specified time. If a timely correction is not made upon issuance to the Contractor of written instructions from the Engineer, the subcontractor shall be removed immediately from the work, and shall not be reemployed thereon. The contractor agrees that they are fully responsible to the City for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by time, as they are for the act and omissions of persons directly employed by them.

Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the City.

8.09 FAILURE TO PERFORM

If the City sues to compel performance or sues for breach of the Contract, or to recover the cost of completing the work, the Contractor shall pay all the City's reasonable attorney's fees, costs of suit, and all its other expenses of litigation.

8.10 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part for such period as they may deem necessary due to unsuitable weather or due to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as they may deem necessary due to the failure on the part of the Contractor to carry out orders given or to fulfil any provisions of the work. The Contractor shall immediately obey such order of the Engineer to suspend the work and shall not resume the work until ordered in writing by the Engineer.

8.11 USE OF COMPLETED PORTIONS

The City shall have the right to take possession of, use, or maintain and protect any completed portions of the work. However, taking possession, use, or maintenance and protection shall not be deemed an acceptance of any work not completed in accordance with the Contract documents.

8.12 TERMINATION OF CONTRACT

If the Contractor should be adjudged as bankrupt; if they make a general assignment for the benefit of their creditors; if a receiver should be appointed on account of their insolvency; if they or any of their subcontractors should persistently violate any of the provisions of the Contract; if they should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper materials; if they should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or the instructions of the Engineer, the City may, upon certification of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and their surety of its intention to terminate the Contract, such notice to contain the reason for such intention to terminate the Contract. Unless, within ten (10) calendar days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination the City shall immediately serve written notice thereof upon the surety and the Contractor; and the surety shall have the right to take over and perform the Contract or does not commence

performance thereof within the ten (10) calendar days stated above from the date of the serving of such notice, the City may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and their surety shall be liable to the City for any excess cost occasioned the City thereby. In such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliance, plant and other property belonging to the Contractor as may be on the site of the work and necessary, therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Engineer.

8.13 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection and determines that the Contract has been completed in all respects in accordance with the Plans and Special Provisions, they will so certify and accept the completed work or, at the City's option, so certify to the Council, which may accept the completed work. The Engineer will in their certification give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work. This will also be the date to which liquidated damages will be computed. The City's acceptance of any work by or on behalf of Contractor shall not be deemed a waiver of the City's rights to remedy by Contractor of latent defects resulting from defective materials or workmanship discovered after the City's issuance of its notice of completion.

SECTION 9 MEASUREMENT AND PAYMENT

9.01 MEASUREMENT OF QUANTITIES OF UNIT PRICE WORK

Unless specified otherwise, all work to be paid for at a Contract price per unit of measurement will be measured by the Engineer, in accordance with United States Standard Measures. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis. Unless otherwise provided in the Special Provisions, volumetric quantities will be determined by the Engineer and shall be the product of the mean area or vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to the measurement of all areas.

When payment is to be made on the basis of weight, the weighing shall be done on scales furnished by and at the expense of the Contractor, or on other sealed scales regularly inspected by the State of California, Department of Food & Agriculture, Division of Measurements & Standards, or its designated representative. All scales shall be suitable for the purpose intended and shall conform to the Specifications of the State of California, Department of Food & Agriculture, Division of Measurements & Standards. The scales shall be operated by a weigh master licensed in accordance with the provisions of the California Business and Professions Code. The Contractor shall furnish a Public Weigh master's certificate, or a Private Weigh master's certificate of certified daily summary weight sheets. The operator of each vehicle shall obtain a weight or load slip from the weigher and deliver said slip to the Engineer at the point of delivery of the material. Other materials

and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the Special Provisions for the particular items involved.

Full compensation for all expense involved in conforming to the requirements specified for measuring in and weighing materials shall be considered as included in the unit price paid for the materials being measured or weighted and no additional compensation will be allowed, therefore.

9.02 COST BREAKDOWN

Upon request of the Engineer, the Contractor shall submit, in a form acceptable to the Engineer, a schedule showing the subdivision of their Contract, or lump sum bid price, into its various parts, stating quantities and prices for each item, to be made a basis for checking or computing monthly estimates, if such payments are specified. The prices shall include all costs of each item. No payment will be made to the Contractor until such schedule has been submitted to and approved by the Engineer, if required by them.

9.03 FULL COMPENSATION INCLUDED IN BID AMOUNT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work 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 until the acceptance by the City and for all risks of every description connected with the prosecution of the work; also for the expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans, Special Provisions and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of their obligation to make good any defective work or material. No compensation will be made in any case for loss of anticipated profits.

The lump sums and/or unit prices shown in the bid proposal shall include full compensation for all work and expenses appurtenant to the accomplishment of the project described in the Special Provisions in the manner indicated herein, including, but not limited to, all items delineated in these Contract documents for which specific bid items are not set up on the bid proposal. The Contractor shall proportionally spread all incidental costs associated with the work for which there are no separate bid items into the amount bid for those items of work for which there are bid items, and no separate or additional payment will be made for any requirement of the Contract not specifically listed on the bid proposal.

9.04 PROGRESS PAYMENTS

On City contracts, the City shall once in each month cause an estimate in writing to be made by the Engineer of the value of the total amount of the work done and acceptable material furnished and delivered by the Contractor on the ground and not used, or acceptable materials furnished and stored for use on the Contract (if such storage is within the limits of the project and is subject to or under the control of the City at the time of such estimate). Reference is made to Subsection 9.09 of these Specifications relative to the date of payments.

The Contractor shall furnish the Engineer a preliminary estimate of such materials and work, when requested by the Engineer. Such estimate shall be submitted on a form approved by the Engineer which shall be properly completed and executed. The Engineer shall have the authority to adjust the items as submitted on the preliminary estimate in accordance with their judgment of the amount of work performed or materials on hand, considering the fact that bid items include a proportionate

share of incidental expenses involved in the work. The estimate value of any item of work shall in no case exceed the bid price for that Contract item of work.

The City shall retain 5% of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor. The City shall also retain 5% of the value of all work done from each monthly payment. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts.

The City shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deduction therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in their judgment the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500.00) No such estimate or payment shall be considered to be an acceptance of any defective work or improper materials.

In accordance with sec. 20104.50 of the Public Contract Code, the City shall pay interest to the contractor at the legal rate set forth in Section 685.010 (a) of the Code of Civil Procedure for any progress payments not made within 30 days of receipt by City of an undisputed and properly submitted payment request.

9.05 FINAL PAYMENT

The Engineer shall, after the completion of the Contract, make a final estimate of the amount of work done thereunder and the value of such work; and the City shall pay the entire sum so found to be due after deducting therefrom 5% of the final estimate to be retained following final acceptance of the work. The final retained payment shall not be due and payable until the expiration of thirty-five (35) calendar days from the date of recordation of the "Notice of Final Acceptance" for the project by the City. Reference is made to Subsection 9.08 of these Specifications relative to substitution of securities for retained amounts. The Contractor shall promptly make payment to all persons supplying labor and material, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the City satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled, and that no legal claim can be filed against the City for such labor or material.

It is mutually agreed between the parties to the Contract that no certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part. It is further agreed that no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that the payment of the final amount due under the Contract and the adjustment and payment for any work done in accordance with any alterations of the same shall release the City, City Council and the Engineer from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

9.06 FINAL PAYMENT TO RELEASE OWNER

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City (or Owner, on private contracts) of all claims and all liability to the Contractor for all things done or performed for or relating to the work and for every act and neglect of the City and others relating to or arising out of the work, excepting only their claims, if any, for amounts withheld by the City,

upon final payment. However, no payment, final or otherwise, shall operate to release the Contractor or their sureties from any obligation upon or under this Contract or the Contractor's bond.

9.07 CITY'S RIGHT TO WITHHOLD PAYMENTS

The City (or Owner, on private contracts) may withhold or nullify the whole or any part of any partial or final payment, to such extent as may reasonably be necessary to protect the City from loss on account of:

- (a) Defective work not remedied, irrespective of when any such work be defective;
- (b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens;
- (c) Failure of the Contractor to make proper payments for labor, material, equipment, other facilities, or to subcontractors;
- (d) A reasonable doubt that the work can be completed for the balance unearned; or
- (e) Damage to another Contractor, or third party. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reason therefore shall be given to the Contractor; and when the Contractor shall remove the grounds for such withholding, the City shall promptly pay to the contractor the amount withheld.

9.08 SECURITIES MAY SATISFY WITHHOLDING REQUIREMENT

In accordance with Public Contract Code Section 22300, the provisions of Subsection 9.04 and 9.05 of these Specifications, pertaining to the retaining of 5% of the Contract price, may at the Contractor's request and expense, be satisfied by depositing with the city, or a state or federally chartered bank as escrow agent, eligible securities equivalent to the amount to so be retained. Securities eligible for investment include those listed in California Government Code Section 16430 and bank and savings and loan certificates of deposit. The escrow agent shall pay such securities to Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of such securities and shall receive any interest thereon.

Any escrow agreement entered into pursuant to Section 4590 of the Government Code shall contain, as a minimum, the following provisions:

- (a) The amount of securities to be deposited;
- (b) The terms and conditions of conversion to cash in case of the default of the Contractor;
- (c) A provision that the City shall not be prevented from withdrawing or converting said securities, as required to complete the Contract as a result of Contractor's default, except by court order; and
- (d) The termination of the escrow upon final acceptance of the work by the City.

9.09 DATE OF PAYMENTS

Payment requests shall be submitted by the Contractor no later than the 20th day of the month, for work completed or materials furnished prior to that date. The City will make payment no later than the 10th day of the following month, when such payment will become due and payable. Payment requests submitted after the 20th day of the month will not be processed for payment in the following month but will be processed for payment in the next succeeding monthly payment period, when such payment will become due and payable.

9.10 PAYMENT FOR EXTRA WORK

Extra work as previously defined in Subsection 2.03 of these Specifications, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the City (or owner, on private contracts), or by force account. When extra work is to be paid for on a force account basis, the Contractor shall receive the actual cost of all materials furnished by them as shown by their paid vouchers, plus 15% for overhead and profit, and for all labor and equipment that are necessary. They shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus 15% for overhead and profit. The price paid for labor by the Contractor shall include all payments imposed by State and Federal laws. The City reserves the right to furnish any material, equipment or labor deemed expedient, and the Contractor shall have no claim for overhead and profit on the cost of such City furnished materials, equipment or labor. The Contractor shall maintain their records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations. The Contractor shall submit to the Engineer at the end of each day's work, in duplicate, an itemized report of labor, material, and equipment used in the performance of the work on that day, to be paid for on a force account basis. Such daily report, once agreed upon, shall be signed by the Contractor and the Engineer (or Inspector) and shall become the basis of payment for the work performed. Should there be any disagreement by the Inspector in the itemized report, they shall so state thereon before signing, and the Engineer will, after examining the evidence, make a judgment as to the amount of labor, material and equipment to be allowed for payment. The Contractor shall calculate weekly on fully itemized reports the costs of the work to be paid for on a force account basis, in conformance with the previously agreed upon daily basis, in conformance with the previously agreed upon daily reports. Material charges shall be substantiated by copies of vendor's invoices. Such weekly reports shall be submitted to the Engineer in a timely manner, and once reviewed and approved by the Engineer, will be utilized in progress estimates and final estimates for payment purposes. Payment as provided herein shall constitute full compensation to the Contractor for performance of extra work, and no additional compensation will be allowed therefore.

SECTION 10 LABOR AND PREVAILING WAGES

10.01 GENERAL

The Contractor shall observe State and other laws governing labor; they shall carry compensation and Employer's Liability Insurance under the Workers' Compensation Statute of the State; and upon request, they shall show proper evidence thereof covering all their labor. Only competent workmen shall be employed on the work. Any person employed or subcontractor who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform their work properly and acceptably, shall be immediately removed from the work by the Contractor and not be reemployed on the work. All labor shall be especially skilled for each kind of work, and under the direction of a competent foreman, regardless of the kind and quality of material specified.

10.02 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such persons; and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

10.03 HOURS OF LABOR

Eight hours constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, twenty-five dollars (\$25.00), or such other amount as may be hereafter specified in Section 1813 of the Labor Code, for each workman employed in the execution of the Contract by the Contractor or any subcontractor under them for each calendar day during which such workman is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per calendar day and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of 8 hours per calendar day at not less than one and one-half times the basic rate of pay, as provided in said Section 1815. Reference is made to Subsection 10.05 regarding payroll records.

10.04 PREVAILING WAGES

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the General Prevailing Rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay, as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. A listing of said wages and employer payments are on file with the City Clerk, Orange Cove City Hall, 633 Sixth St., Orange Cove, California, and are incorporated herein by reference, pursuant to Subsection 1773.2 of the Labor Code. The Engineer shall furnish the Contractor a copy of the above-mentioned wage rates and employer payments and such copy shall be posted by the Contractor at the job site where it will be available to any interested party. Copies of the wage rates may be obtained upon request from the City of Orange Cove, Director of Public Works. An error in information furnished by the City does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Subsection 1770-1775.

The wages and employer payments to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Contract, shall be not less than the prevailing rate of pay for wages and employer payments for a day's work in the same trade or occupation in the locality within the State where the work hereby contemplated is to be performed, as determined by the Director of Industrial Relations. Each laborer, workman, or mechanic employed by a Contractor or by any subcontractor shall receive the wages and employer payments herein provided for. The Contractor shall pay up to two hundred dollars (\$200.00), or such amount as may be specified by the Labor Code, per day penalty for each worker paid less than the prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and wage paid in each work shall be paid by the Contractor to each worker.

10.05 PAYROLL RECORDS

Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code section 1776.

10.06 FEDERAL LABOR STANDARDS: DAVIS-BACON AND RELATED ACTS

The Davis-Bacon Act (40 U.S.C. 3141 through 3144 and 3146 through 3148) and its contract clauses at 29 CFR 5.5(a) are not required for procurements under the FEMA Public Assistance Program, under which this Contract is funded, and no federal wage determination is included in these Contract Documents. The California prevailing wage requirements of Subsection 10.04 apply. See Paragraph H.4 of the Federal Contract Provisions and Certifications.

10.07 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) and 29 CFR Part 5, no laborer or mechanic shall be required or permitted to work in excess of forty (40) hours in a workweek unless compensated at not less than one and one-half times the basic rate of pay for all hours worked over forty. For each violation the Contractor and any responsible subcontractor shall be liable to the affected worker for unpaid wages and to the United States for liquidated damages computed at the rate stated in 29 CFR 5.5(b)(2) for each calendar day on which the worker was required or permitted to work overtime without the required compensation. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety. The clauses of 29 CFR 5.5(b)(1) through (5) and 29 CFR 5.5(c) are set forth in full in Paragraphs H.5 and H.6 of the Federal Contract Provisions and Certifications and govern over this summary.

10.08 COPELAND "ANTI-KICKBACK" ACT

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) contract clause is not required for procurements under the FEMA Public Assistance Program. See Paragraph H.4 of the Federal Contract Provisions and Certifications. Nothing in this Subsection relieves the Contractor of any California Labor Code requirement.

10.09 PAYROLL RECORDS AND LABOR COMPLIANCE (FEDERAL)

In addition to the certified payroll records required by Subsection 10.05 for state purposes, the Contractor and each subcontractor shall maintain regular payrolls and other basic records as required by Paragraph H.6 of the Federal Contract Provisions and Certifications (29 CFR 5.5(c)) and shall make them available for inspection, copying, or transcription by authorized representatives of

the Department of Homeland Security, the Federal Emergency Management Agency, Cal OES, and the Department of Labor, and shall permit such representatives to interview workers during working hours on the job. The Contractor shall be responsible for the compliance of its subcontractors. Failure to maintain or produce required payroll records, to pay restitution when directed, or otherwise to comply with the Contract Work Hours and Safety Standards Act is grounds for withholding payment under Subsection 9.07 and Paragraph H.5, and for termination.

10.10 APPRENTICES

Attention is directed to the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 concerning the employment of apprentices by the Contractor and any subcontractor. The Contractor and each subcontractor shall comply with the requirements of those sections, including the obligation to employ apprentices in the applicable ratio, to contribute to applicable apprenticeship programs or the California Apprenticeship Council, and to submit contract award information to the applicable joint apprenticeship committee. The Contractor is solely responsible for compliance by itself and all subcontractors. Failure to comply may result in the penalties provided by Labor Code Section 1777.7.

10.11 EQUAL OPPORTUNITY AND NONDISCRIMINATION (FEDERAL)

The Contractor shall comply with the Equal Opportunity and Nondiscrimination in Employment provision and the Federal Nondiscrimination and Accessibility Compliance provision of the Federal Contract Provisions and Certifications, including Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act, and with the equal opportunity, posting, and reporting requirements thereunder, and shall include those provisions in every covered subcontract and purchase order. This obligation is in addition to the state nondiscrimination requirements of Subsection 10.02.

10.12 RECORDS RETENTION AND ACCESS

The Contractor and each subcontractor shall retain payroll and basic records, domestic content certifications, and all other records pertaining to the Contract for the periods and shall make them available to the parties stated in the Access to Records and Record Retention provision of the Federal Contract Provisions and Certifications.

II. TECHNICAL SPECIFICATIONS

These Technical Specifications follow the City of Orange Cove section framework. Sections 15, 16, and 18 through 24 of that framework (hot mix asphalt pavement patch; concrete surface improvements; signage, striping, and pavement markings; chain link fencing and gates; trench excavation, backfill, and restoration; storm drainage facilities; water distribution facilities; sanitary sewer facilities; and tree protection and pruning) do not apply to this levee rehabilitation project and are not included; the remaining section numbers are retained. Except as modified herein, materials and construction shall conform to the Caltrans Standard Specifications and Standard Plans, 2025 edition. This project is financed in whole or in part with Federal Emergency Management Agency (FEMA) Public Assistance funds; the federal requirements set forth in Part I of these Contract Documents apply to all work under these Technical Specifications, and Special Provisions SP 1.02 through SP 1.04 apply to the work. References to "Sheet" are to the Plans entitled "City of Orange Cove WWTP Reservoir Pond Levee Rehabilitation FEMA PW 431 PN 727642," A&M Project No. 226-039, eleven (11) sheets. References to "Detail" without a sheet number are to Sheet 11, Details.

SECTION 11 SUMMARY OF WORK

11.01 PROJECT DESCRIPTION

The scope of work for this bid package includes, but is not limited to, the following improvements in the city of Orange Cove WWTP Reservoir Pond Levee Rehabilitation project:

- Preparation of existing pond levee areas, including removal of rocks, debris and weeds, scarifying or stripping of all areas to receive earthwork.
- Excavation and off-site disposal of existing sludge and other unsuitable material from the pond floors and levee slopes, and laser leveling of the pond floor to Elevation 393.00.
- Excavation, reconstruction, and fine grading of existing levees including compaction.
- Installation and compaction of 0.5' of aggregate base roadway throughout the crown of the reconstructed levee.
- Construction of Class II (60 lb) rock slope protection (rip-rap) on RSP fabric (geotextile), including the RSP toe key, on the pond-side levee slopes shown on the Plans.
- Verification of existing pipes located within the existing levee structure and protection in place, including repair of any pipes damaged by the work, in accordance with Detail 3 on Sheet 11.
- Storm water pollution prevention, sediment control, and fugitive dust control. Dewatering and isolation of the storage ponds will be performed by the City's wastewater treatment plant staff as specified in SP 1.06.
- Bid Additive No. 1: the same types of work at Pond 4, as shown on Sheets 9 and 10, including salvage and reinstallation of existing fencing.

Work shown on the Plans, including work not specifically listed but required to provide a complete and operational facility, is included.

11.02 BID SCHEDULE

The bid items for this project are Base Bid Items 1 through 10 and Bid Additive Items 11 through 17, as listed in the Bid Proposal and described in Section SP2, Bid Item Descriptions. Work for which no separate bid item is provided is incidental to the related bid items. Where the Plans, the Engineer's quantities, or these Specifications leave the scope of an item open to interpretation, the description of that item in Section SP2 governs.

11.03 USE OF PREMISES

Contractor shall confine work to normal working hours; 7:00 a.m. to 7:00 p.m. Monday through Friday.

Contractor may execute the work during the entire twenty-four (24) hours of any day of the week with the approval of the Engineer and the Owner, providing that they conduct their operations so as not to create a public nuisance or disturb the peace, and provided such operations are conducted in compliance with all applicable laws, ordinances, and regulations.

Compensation to the Inspector for supervisory staff and any required testing or inspection services due to abnormal working hours will be paid for by the requesting contractor.

The Contractor shall limit their use of the premises for work and for storage to the areas designated by the Engineer, shall fence and sign work and storage areas as provided in the Special Provisions.

The Contractor will not be allowed to use any Owner tools or equipment during the construction of this project.

Each Contractor and Subcontractor shall be responsible for all damage to the project site, including the existing improvements and grounds, due to their operations under this contract. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Engineer.

11.04 LOCATION AND ACCESS

The city of Orange Cove is in Fresno County, California, approximately 27 miles southeast of the city of Fresno. The project is located at 1805 S Monson Ave, in the city of Orange Cove. Construction access shall be at the location approved by the Engineer. The Contractor shall coordinate haul routes with the City for access or staging.

The work is located within the Orange Cove Wastewater Treatment Plant site, outside of public streets, and no temporary traffic control or traffic control plan is required for the work. No bid item is provided for traffic control. Should the Contractor elect to perform any operation within a public street, it shall comply with Subsection 7.15 at no additional cost to the City.

11.05 TIME OF COMPLETION

The Contractor shall begin work within fifteen (15) calendar days of the date of the Notice to Proceed and shall diligently prosecute all contract work to completion before the expiration of forty-five (45) working days from the date stated in the Notice to Proceed. The Contractor shall not proceed with any work until receiving a Notice to Proceed but may order the materials necessary for construction immediately after the contract documents have been signed by all parties.

11.06 LIQUIDATED DAMAGES FOR PROSECUTION OF WORK

Liquidated damages for failure to complete within the contract time are set forth in the Notice to Contractors and the Agreement, pursuant to Government Code Section 53069.85, in the amount of five hundred dollars (\$500) per calendar day.

11.07 VERIFICATION OF EXISTING FACILITIES

The Contractor shall verify the location, size, and condition of existing facilities before beginning work and shall notify the Engineer of any discrepancy between field conditions and the Plans.

The Engineer has made a diligent attempt to show on the Construction Drawings the pertinent existing facilities which may affect the work. The exact locations and depths of existing piping, wiring, and other underground facilities are unknown and are shown at their approximate locations. The Contractor shall exercise caution in excavating for this project and shall protect existing facilities from damage, in as much as their exact location is unknown until exposed by the excavation.

The Contractor shall contact Underground Service Alert (U.S.A.) at 1-800-642-2444 or 8-1-1 not less than two (2) working days and not more than fourteen (14) calendar days prior to starting work.

11.08 SUBMITTALS

Within fifteen (15) calendar days after the Notice of Award, and before ordering, the Contractor shall submit for the Engineer's review: (a) the construction schedule; (b) the site staging plan, including the stockpile and staging area locations required by SP 1.03; (c) the SWPPP and the Fugitive Dust Control Plan; (d) aggregate base certifications and gradations; (e) the pond work sequence and schedule required by SP 1.06; (f) the proposed imported fill source, the borrow source documentation required by SP 1.03, and the source test results required by Subsection 13.04 and SP 1.10, not less than fifteen (15) calendar days before delivery; (g) the waste profile and receiving

facility acceptance for sludge and unsuitable material required under Bid Items 7 and 14; (h) the rock slope protection and RSP fabric submittals required by SP 1.15; and (i) Build America, Buy America certifications for any iron, steel, manufactured products, or construction materials, including the RSP fabric, to be permanently incorporated into the work. Submittals shall be transmitted electronically in PDF format.

11.09 PAYMENT

No separate payment will be made for the requirements of this Section; the cost is included in the related bid items and in Bid Item 1, Mobilization, Demobilization, Bonds, and Insurance.

SECTION 12 CLEARING, GRUBBING, AND DEMOLITION

12.01 GENERAL

This work consists of clearing, grubbing, and demolition, and the removal of all obstructional materials, as required by the Plans and Special Provisions and as directed by the Engineer. Removal and disposal of existing sludge are specified in Section 13 and are paid under Bid Items 7 and 14, Sludge Removal and Disposal.

12.02 PRESERVATION OF PROPERTY

Whether shown on the Plans or not, existing improvements, adjacent property, utility and other facilities, and trees and plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

12.03 OPERATIONS

Clearing, grubbing, and sludge removal shall be performed in a manner that prevents damage to adjacent work and facilities. Existing electrical conduit and pipelines encountered shall be protected; where a line designated to remain is damaged, it shall be repaired the same day. Cavities resulting from removals shall be backfilled with native material and compacted in accordance with Section 13. Demolition debris shall be removed from the site daily and shall not be stockpiled within the wastewater treatment plant.

The Contractor shall inform himself as to all regulations and requirements of the City of Orange Cove and shall conduct his operations in compliance therewith.

12.04 SALVAGE, PRESERVATION, AND RELOCATION

Existing fencing shown on Sheet 10 to be salvaged (Bid Additive No. 1) shall be carefully removed, stored, and protected by the Contractor and shall be reinstalled at the same location upon completion of the adjacent work. Salvaged fencing damaged by the Contractor's operations shall be replaced in kind at the Contractor's expense.

12.05 REMOVAL AND DISPOSAL OF MATERIALS

Except for the items designated for salvage, all cleared and demolished materials become the property of the Contractor and shall be removed from the site and disposed of legally off site, with concrete and asphalt recycled where practicable. Disposal tickets shall be furnished to the Engineer on request.

12.06 MEASUREMENT AND PAYMENT

Quantities of clearing and grubbing will be measured on a lump sum basis.

The lump sum price bid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in clearing and grubbing as shown on the Plans, as set forth in the Special Provisions, and as directed by the Engineer, including the removal and disposal of all the resulting materials. Unless otherwise provided, all concrete removal shall be included in clearing and grubbing.

When the contract does not include a pay item for clearing and grubbing as above specified, and unless otherwise provided in the Special Provisions, full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be considered as included in the price bid for other various items of work and no additional compensation will be allowed, therefore.

SECTION 13 EXCAVATION, GRADING, AND SUBGRADE PREPARATION

13.01 GENERAL

This work consists of excavation, embankment, site grading, and subgrade preparation necessary to construct the improvements to the lines, grades, and cross sections shown on the Plans, cut and fill daylighting to existing grade at a slope not steeper than 3:1 unless specified in the Plans, matching existing grades at the limits of work, and disposal of surplus material, complete. No storm drainage facilities are included in this project; surface drainage shall flow to the existing ponds not currently under construction, as coordinated with the City's plant operations staff under SP 1.06, and the topography of those ponds shall be protected except as required for the proposed improvements.

13.02 TEST METHODS

Relative compaction and moisture-density relationships shall be determined by ASTM D1557 for levee embankment, imported fill, and levee toe keyway backfill, and by California Test 216 for aggregate base and roadway subgrade, with field density by ASTM D6938 or ASTM D1556, in accordance with Subsection 5.07 and SP 1.10. The Contractor shall retain a testing laboratory to perform not less than one compaction test per 5,000 square feet of prepared subgrade at locations designated by the Engineer.

13.03 EXISTING GRADES AND SURVEY CONTROL

Grading shall be laid out from the construction stakes set by the City under Subsection 4.03 of the General Provisions and SP 1.14, and the control points and benchmark shown on Sheet 2. Where the Plans call for grades to match existing, the Contractor shall field verify the existing elevation before construction and shall notify the Engineer of any variance exceeding 0.1 foot from the elevation shown.

13.04 IMPORTED FILL

Where suitable on-site excavated material is not sufficient to construct the levee embankment, the Contractor shall furnish imported fill. Imported fill shall conform to SP 1.10, Embankment Construction: a well-graded silty sand or sandy silt, free of organic and deleterious matter, with no rocks or lumps greater than four (4) inches in maximum dimension; clean sand or very sandy soil is not acceptable. Imported fill shall be obtained from a source conforming to SP 1.03, shall be approved by the Engineer before delivery, placed in lifts not exceeding six (6) inches, moisture conditioned to at least optimum moisture content, and compacted to not less than ninety percent (90%) relative compaction as determined by ASTM D1557. Imported fill is included in the prices paid for Levee Reconstruction (Bid Items 8 and 15), and no separate payment will be made therefor.

13.05 SUBGRADE PREPARATION

Subgrade beneath the aggregate base roadway at the levee crown shall be scarified to a depth of six (6) inches, moisture conditioned to near optimum, and compacted to not less than ninety-five percent (95%) relative compaction. Finished subgrade shall be within 0.05 foot of the grade shown and shall be protected from disturbance and saturation until covered.

13.06 CONSTRUCTION

Excavation and fill shall be performed to the grades shown. Spot elevations govern over contours. Areas outside the limits that are disturbed by grading shall be finish graded smooth, free of ruts and rocks larger than one (1) inch. The Contractor shall grade the site to drain positively away from the project site without ponding.

13.07 MEASUREMENT AND PAYMENT

Levee excavation, sludge removal and disposal, and levee reconstruction will be paid for at the contract cubic yard (CY) prices for Bid Items 6, 7, and 8 and Bid Additive Items 13, 14, and 15, measured as described in Section SP2. Fine grading of the levee slopes is included in Levee Reconstruction (Bid Items 8 and 15). Subgrade preparation beneath the aggregate base roadway is included in Bid Items 5 and 12. Excavation of the RSP toe key is included in Bid Items 9 and 16. Payment includes full compensation for excavation, hauling, placement, moisture conditioning, compaction, grading, testing, disposal of surplus, and all incidentals. No additional payment will be made therefor.

SECTION 14 AGGREGATE BASE

14.01 GENERAL

This work consists of furnishing, placing, and compacting aggregate base six (6) inches for the aggregate base roadway at the crown of the levees.

14.02 MATERIALS

Aggregate base shall be Class 2 aggregate base, 3/4-inch maximum grading, conforming to Section 26 of the Caltrans Standard Specifications. Recycled aggregate base meeting Section 26 is acceptable. A certificate of compliance and a current gradation shall be submitted before delivery.

14.03 SUBGRADE

The underlying subgrade shall be prepared, compacted, and accepted in accordance with Section 13 before aggregate base is placed.

14.04 SPREADING AND COMPACTING

Aggregate base shall be placed, moisture conditioned, and compacted to not less than ninety-five percent (95%) relative compaction to the thickness and grades shown. Finished base shall be within 0.03 foot of grade.

14.05 MEASUREMENT AND PAYMENT

Class II aggregate base will be measured by the ton, by certified weight tickets for material actually placed within the limits shown and paid for at the contract unit price for Bid Item 5 and Additive Item 12. Payment includes full compensation for furnishing, hauling, placing, compacting, and testing aggregate base and for all incidentals. No additional payment will be made therefor.

SECTION 17 STORM WATER POLLUTION PREVENTION AND DUST CONTROL

17.01 GENERAL

This work consists of preventing the discharge of pollutants and sediment from the site during construction and controlling fugitive dust. The total area of soil disturbance, including levee excavation, sludge removal, reconstruction, fine grading, borrow placement, stockpile, and staging areas, exceeds one (1) acre; the project is therefore subject to the State Construction General Permit (Order 2022-0057-DWQ), and the Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) prepared by a Qualified SWPPP Developer (QSD), file the Permit Registration Documents through SMARTS in the City's name as the legally responsible person's agent, and provide a Qualified SWPPP Practitioner (QSP).

The Contractor shall submit its disturbed area calculation with the SWPPP.

17.02 DUST CONTROL

The Contractor shall comply with San Joaquin Valley Air Pollution Control District Regulation VIII (Rules 8011 through 8081) at all times, shall apply water or approved dust palliative to disturbed areas, stockpiles, and haul routes, shall limit vehicle speeds on unpaved surfaces to fifteen (15) miles per hour, shall cover or stabilize stockpiles, and shall sweep trackout from paved surfaces within one (1) hour. Where the disturbed area exceeds the Regulation VIII threshold, the Contractor shall file the required Dust Control Plan with the District before starting work.

17.03 BEST MANAGEMENT PRACTICES (BMPs)

The Contractor shall install and maintain erosion and sediment control, tracking control, wind erosion control, non-storm water management, and waste management BMPs appropriate to the season and the work, including fiber rolls or gravel bag berms at the downslope limits of grading, protection of pond inlet and outlet structures and adjacent canals, a stabilized construction entrance, and covered waste containers, and shall amend the SWPPP as conditions change. Dewatering of the storage ponds, including all discharges of pond water, will be performed by the City as specified in SP 1.06.

17.04 MEASUREMENT AND PAYMENT

Preparation and implementation of the Storm Water Pollution Prevention Plan (SWPPP), including the temporary sediment and erosion control BMPs for the Base Bid work, will be paid for at the contract lump sum price for Bid Item 2. Preparation and implementation of the Fugitive Dust Control Plan will be paid for at the contract lump sum price for Bid Item 3. For the Bid Additive No. 1 work, these costs are included in the prices bid for the Bid Additive items. Payment includes full compensation for preparing and implementing the plans, permit fees, all BMPs, inspection, maintenance, and removal, watering, sweeping, and all incidentals. No additional payment will be made therefor.

III. SPECIAL PROVISIONS

SECTION SP1 SPECIAL PROVISIONS

SP 1.01 GENERAL

The Special Provisions modify and supplement the General Provisions, the Technical Specifications, and the referenced Standard Specifications for this project. In case of conflict, the Special Provisions govern, except that applicable federal requirements govern over all other provisions.

SP 1.02 FEDERAL FUNDING AND FEDERAL REQUIREMENTS

This project is financed in whole or in part with Federal Emergency Management Agency (FEMA) Public Assistance Program funds (PW 431, PN 727642) administered by the California Governor's Office of Emergency Services (Cal OES). The federal contract provisions and certifications set forth in Part I of these Contract Documents (including the Federal Contract Provisions and Certifications, Article XI of the Agreement, Subsection 1.16, and Subsections 10.06 through 10.12 of the General Provisions) are a part of this Contract and apply to the technical work, including the Build America, Buy America Act domestic content requirements for any iron, steel, manufactured products, and construction materials permanently incorporated into the work under Sections 12 through 14, SP 1.15, and Section SP2, including the RSP fabric. Aggregates such as stone, sand, or gravel, including the RSP rock, are Section 70917(c) materials and are not subject to those requirements. This project is not a federal-aid highway project; the Caltrans Local Assistance Procedures Manual and the FHWA required contract provisions do not apply. FEMA has completed the Environmental and Historic Preservation (EHP) review for the Project Worksheet; the EHP conditions are set forth in SP 1.03.

SP 1.03 ENVIRONMENTAL COMPLIANCE

Environmental clearance for this project is as follows. Under the California Environmental Quality Act (CEQA), the City of Orange Cove is the lead agency and is responsible for the CEQA determination for the project. Under the National Environmental Policy Act (NEPA), FEMA completed its Environmental and Historic Preservation (EHP) review for Project Worksheet 431 and documented a categorical exclusion (CATEX N7, facility improvements) in its Record of Environmental Consideration. The EHP conditions listed below are incorporated into this Contract. Any additional condition of the FEMA EHP review or of the CEQA determination, including any mitigation or protective measures for air quality, noise, biological resources, cultural resources, water quality, or floodplain protection, will be incorporated into this Contract by addendum before award or by change order at no additional cost where the condition does not change the scope of the work. The Contractor shall comply with every such condition as though fully set forth herein.

FEMA EHP conditions. The following conditions of the FEMA EHP review are obligations of the City as subrecipient and are binding on the Contractor and every subcontractor:

(a) Scope of work. Any change to the approved scope of work requires FEMA re-evaluation for compliance with NEPA and other laws and executive orders. The Contractor shall not perform work outside the limits and scope shown on the Plans except under a change order approved by the City in accordance with Paragraph H.17 of the Federal Contract Provisions and Certifications.

(b) Other requirements. The EHP review does not address all federal, state, and local requirements. The Contractor shall obtain and comply with all environmental permits and clearances required for its operations and shall furnish copies to the Engineer.

(c) Clean Air Act. The project is located in a federal nonattainment area. The Contractor shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District, including

Regulation VIII, and shall furnish copies of the approved Dust Control Plan and any other permits, authorizations, or consultation documentation to the Engineer for transmittal to FEMA.

(d) Floodplain management (Executive Order 11988). The City will coordinate with the local floodplain administrator and obtain any required permits before work begins. The Contractor shall comply with the conditions of any such permit and shall furnish documentation of its compliance to the Engineer. See SP 1.04.

(e) Debris. All debris, sludge, and other waste shall be separated and disposed of in a manner consistent with the requirements of the applicable agencies. The Contractor shall furnish disposal records to the Engineer; verification of compliance is required at project closeout.

(f) Stockpiles and staging. Temporary stockpiles shall be placed on pre-disturbed areas or on hard surfaces. Debris staging areas shall be established and operated consistent with all state and local debris guidelines and requirements. The Contractor shall show the location of each stockpile and staging area on the site staging plan required by Subsection 11.08 and shall furnish all applicable site licenses and permits to the Engineer.

(g) Borrow and imported material. Imported fill and other borrow material shall be obtained only from: (1) disaster-displaced material reclaimed from the immediate area; (2) a standard commercial borrow source that was permitted and operating before the disaster event (FEMA-4699-DR-CA); (3) a permitted borrow pit, with the permit number provided; or (4) a City-owned pre-existing stockpile, with its coordinates provided. The Contractor shall identify each source in the submittal required by Subsection 11.08. If the Contractor proposes any other source, including a new pit, agricultural field, or road right-of-way, it shall notify the Engineer in writing not less than thirty (30) calendar days before extraction. The City will notify FEMA and Cal OES, and no material shall be extracted from or delivered from that source until FEMA has completed its review under Section 106 of the National Historic Preservation Act and the Engineer has approved the source in writing. Documentation of each borrow source used shall be furnished to the Engineer for closeout.

(h) Archaeological resources. The Contractor shall monitor ground disturbance and, if any potential archaeological resources are discovered, shall immediately cease work in that area and proceed in accordance with the discovery clause below.

Discovery clause. If previously unknown archaeological, cultural, or tribal cultural resources, or human remains, are encountered during construction, the Contractor shall immediately stop work within fifty (50) feet of the find, protect the area, and notify the Engineer; work in that area shall not resume until authorized by the Engineer after consultation with a qualified archaeologist and with FEMA and Cal OES through the City. The City will notify Cal OES and FEMA of any such discovery. Human remains shall be treated in accordance with Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98, including notification of the County Coroner and, if the remains are Native American, the Native American Heritage Commission.

Permits. The Contractor shall obtain and comply with all environmental permits required for its operations, including San Joaquin Valley Air Pollution Control District Regulation VIII dust control requirements and any construction storm water permit under Section 17. Nesting bird avoidance: if vegetation removal or tree pruning occurs between February 1 and August 31, the Contractor shall have a qualified biologist survey the trees and shrubs for active nests within ten (10) days before the work, and shall avoid any active nest by the buffer the biologist recommends until the young have fledged.

SP 1.04 FLOODPLAIN (FEMA / EXECUTIVE ORDER 11988)

The floodplain status of the project site is as shown on the effective FEMA Flood Insurance Rate Map (FIRM) panel 06019C2702H, dated February 18, 2009, and as determined in FEMA's EHP review of the Project Worksheet. Portions of the project site, including Pond 4, are within the Special Flood Hazard Area (Zone AE), and FEMA completed the floodplain review required by Executive Order 11988 and 44 CFR Part 9. The Contractor shall comply with the floodplain management requirements of Subsection 7.25 of the General Provisions and Executive Order 11988, as implemented by FEMA at 44 CFR Part 9, to the extent applicable, and shall perform grading, drainage, and fill so as not to raise the base flood elevation or divert floodwater onto adjacent property. Levee embankment shall be constructed to the lines and grades shown on the Plans without encroachment beyond the limits of work. The City will coordinate with the local floodplain administrator and obtain any floodplain development permit required before work begins; the Contractor shall comply with its conditions and shall furnish documentation of its compliance to the Engineer. No separate payment will be made for compliance with this Subsection; the cost is included in the related bid items.

SP 1.05 WORKING HOURS AND NOISE

Construction operations may proceed only during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding City-observed holidays, consistent with Subsection 11.03 of these Specifications. Work outside these hours or days requires the prior written approval of the Engineer and the Owner, requested not less than two (2) working days in advance. Equipment shall be fitted with manufacturer's mufflers, and stationary equipment shall be located as far as practicable from occupied areas of the wastewater treatment plant and adjacent residences.

SP 1.06 WWTP OPERATIONS, PUBLIC SAFETY, AND SITE SECURITY

The Orange Cove Wastewater Treatment Plant will remain in operation during construction. Dewatering of the storage ponds will be performed by the City, consistent with Note 2 of Detail 2 on Sheet 11. The City's plant operations staff will lower, transfer, and isolate the effluent in each pond and will remove and dispose of all water from the pond work areas, including effluent, stormwater, and seepage, so that each work area is available to the Contractor. The Contractor shall not pump, transfer, or discharge pond water or effluent. Where standing water or seepage remains in a work area, the Contractor shall notify the Engineer and shall not place fill on standing water, saturated subgrade, or unstable material. Drying and moisture conditioning of the subgrade as required to achieve the specified compaction shall be performed by the Contractor in accordance with SP 1.10 and are included in the prices paid for the various items of work. With the construction schedule required by Subsection 11.08, the Contractor shall submit a pond work sequence and schedule identifying the order in which the ponds and levee reaches will be worked and the date each work area is needed, and shall give the Engineer and the plant operations staff not less than ten (10) working days' written notice before each work area is needed. The Contractor shall coordinate all access, pond isolation, effluent transfer, and work sequencing with the City's plant operations staff; shall maintain the City's treatment and effluent storage operation at all times; shall comply with the plant's site access and security procedures; shall close and secure plant gates as directed; and shall not leave excavations, stockpiles, or materials outside the limits of work and staging areas designated by the Engineer. Delay in the completion of the work caused by the City's dewatering operations, where the Contractor has given the notice required above, will be considered a delay caused by the City under Subsection 8.03. Payment for all public safety and site security measures and for coordination with the City's dewatering operations shall be included in the various items of work and no additional payment will be made therefor. The Contractor is responsible for the security of its materials and equipment. Because the work is located within the plant site and outside of

public streets, no temporary traffic control or traffic control plan is required, as provided in Subsection 11.04.

SP 1.07 EXISTING FACILITIES TO BE PROTECTED IN PLACE

The Contractor's attention is directed to the existing pipes, structures, and other facilities within and adjacent to the levee structure shown on the Plans, including the existing pipes, concrete facilities, and sanitary sewer manhole identified on Sheet 3, the existing manhole cover on Sheet 4, the existing concrete precast facilities on Sheets 5 and 8, the existing utility poles on Sheets 8, 9, and 10, and the existing fencing and ditch on Sheet 10, and to Detail 3 on Sheet 11 regarding verification and protection of existing pipes within the levee. Existing facilities not designated for removal shall be protected in place. The Contractor shall document existing conditions by dated photographs before mobilization and shall furnish a copy to the Engineer.

SP 1.08 WATER

Water for this project will be supplied from City approved sources at locations determined by the City Engineer at no cost to the Contractor. The Contractor shall furnish all necessary equipment to load and transport water to the job site. If a fire hydrant is approved the Contractor shall obtain a water metering device from the City of Orange Cove Corporation Yard at no cost for the duration of the Contract and the Contractor will be held responsible for the proper use of facilities and be subject to applicable penalties. The Contractor shall use water efficiently and shall not allow runoff onto adjacent property or into any street, canal, or storm drain. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and furnishing and applying water shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made therefor.

SP 1.09 VALLEY FEVER AND WORKER PROTECTION

The project is located in an area where *Coccidioides* is endemic. In accordance with the General Construction Notes on the Plans and Labor Code Section 6709, the Contractor shall provide annual Valley Fever awareness training to all employees before any soil disturbing work, covering transmission, risk factors, symptoms, prevention, and personal protective equipment; shall implement and monitor dust control measures; shall provide NIOSH-approved respirators where dust cannot be adequately controlled; and shall report suspected work related cases in accordance with Cal/OSHA requirements. No separate payment will be made therefor.

SP 1.10 EMBANKMENT CONSTRUCTION

Embankment construction shall consist of the reconstruction of the wastewater treatment plant effluent storage pond levees, including levee crown, side slopes, levee toe keyway, pond floor areas, and any other special feature requiring embankment construction; placing and compacting approved material to the lines and grades shown on the Plans or established by the Engineer; finish grading; and maintaining drainage.

Areas to receive embankment construction shall first be cleared of all debris, bushes, weeds, stumps, sludge, and other deleterious or unsuitable material, in accordance with Section 12, "Clearing, Grubbing, and Demolition," of the Technical Specifications.

Where embankment material is to be placed on existing slope areas, the existing surface shall be plowed, disked, or scarified to a minimum depth of four (4) inches to produce a bond with the material to be placed.

Embankment material shall be free of deleterious and organic material and shall contain no rocks or hard fragments larger than four (4) inches in maximum dimension. Organic free, on-site native soils

and fill material that are predominantly silty sand, silty sand with trace clay, silty sand/sandy silt, silty sand/sand and sand will be suitable for reuse as Engineered Fill.

Each material placement lift shall be placed in 6-inch lifts, moisture conditioned to at least optimum moisture content and methodically compacted to not less than ninety (90) percent relative compaction as determined by ASTM D1557. Material that fails to meet moisture or compaction criteria shall not be placed if the previous lift failed to meet the required density or if soil conditions are not stable. The material shall be loosened by ripping or scarifying, moisture conditioned, and recompacted at no additional cost to the Owner. Moisture content of levee embankment and imported fill at the time of compaction shall be at or above optimum moisture content and not more than three (3) percentage points above optimum.

Embankment construction shall be to the lines and grades shown on the Plans and finish graded to provide a reasonably smooth and even surface, subject to the following tolerances. When completed, the average plane of the pond floor shall be flat at Elevation 393.00 and shall not vary more than one-tenth (0.1) foot from the design elevation.

The average plane of the levee slopes shall conform to the slopes shown on the Plans, and no point on the completed slopes shall vary from the designated slope by more than twenty-five hundredths (0.25) foot measured vertically from the slope. The tops and bottoms of embankment slopes shall be rounded as shown on the Plans or as directed by the Engineer.

Imported Fill material shall be a well-graded silty sand or sandy silt soil. Clean sand or very sandy soil is not acceptable for the levee construction. Imported Fill shall be free from rocks and lumps greater than four (4) inches in the maximum dimension. All Imported Fill shall be submitted for approval as required by Subsection 11.08 and shall be obtained from a source conforming to SP 1.03.

SP 1.11 AS-BUILT RECORD AND CLOSEOUT DOCUMENTS

Before final payment, the Contractor shall deliver to the Engineer: the marked as-built Plans, including the location, type, and condition of existing pipes exposed, verified, or repaired within the levee structure; the compaction, moisture-density, and imported fill test reports; the imported fill source approvals, the borrow source documentation required by SP 1.03, and certified weighmaster scale tickets; the aggregate base certifications and scale tickets; the rock slope protection and RSP fabric certificates of compliance and delivery tickets; the sludge and unsuitable material waste profiles, receiving facility acceptances, and disposal tickets; the stockpile and staging area locations and any site licenses and permits required by SP 1.03; the approved submittals and Build America, Buy America certifications; the SWPPP closeout documents, including the Notice of Termination, if a SWPPP was required; and the final certified payroll records required by Section 10 of the General Provisions.

SP 1.12 CITY STANDARD DRAWINGS

The Plans do not call out individual City of Orange Cove Standard Drawings. In accordance with General Construction Note 7 on Sheet 1, the work shall conform to the City of Orange Cove Standard Drawings where applicable. Where an element of the work is not detailed on the Plans or in these Specifications, the applicable City of Orange Cove Standard Drawing governs, followed by the Caltrans Standard Plans, 2025 edition.

SP 1.13 PAYMENT OF TAXES

The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or Local government, including

without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Owner as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this contract.

SP 1.14 CONSTRUCTION SURVEYING AND STAKING

Attention is directed to Subsection 4.03, "Construction Staking," of the General Provisions, to Section 5, "Control of Work," of the State Standard Specifications, and to these special provisions. Where this Special Provision and Subsection 4.03 differ, this Special Provision governs.

Construction surveying and staking for this project will be performed by the Engineer as provided in this section. All surveying and staking shall be performed only by, or under the immediate supervision of, a person licensed by the State of California to practice land surveying. All horizontal and vertical control shall be referenced to the project control points and benchmark shown on Sheet 2 of the Plans. The Contractor shall not establish independent control without the written concurrence of the Engineer.

Staking Furnished by the Engineer: Upon written request as provided below, and at the direction of the Engineer, the Engineer will furnish the following, one time each per reach of levee work:

1. One set of offset stakes for rough grading and excavation.
2. One set of offset stakes for the limits of rock slope protection and the RSP toe key.
3. One set of finish grade stakes or blue tops for the pond floor, the levee slopes, and the aggregate base crown roadway.
4. One visit for final stakes and/or verification of constructed improvements.

A cut sheet and stake plot will be issued with each set of stakes. The quantity of staking furnished by the Engineer is limited to that listed above. Once a set has been furnished and accepted at a given location, all further staking of that category at that location shall be furnished by the Contractor at its own expense, or shall be treated as re-staking, as applicable.

Staking Furnished by the Contractor: All construction surveying and staking necessary for the work and not listed above shall be furnished by the Contractor at its own expense. Such work includes, but is not limited to, intermediate grade control, blue tops and slope staking beyond the sets listed above, layout of Contractor-designed temporary works, shoring and falsework layout, and any layout arising from the means and methods the Contractor elects to use. The Contractor shall, at its own expense, dig all holes required for line and grade stakes prior to requesting staking that depends upon such digging.

Requests for Staking: Requests for staking shall originate with the Contractor. Requests submitted by a subcontractor or supplier will not be recognized. Each request shall be made in writing on the Construction Staking Request Form furnished by the Engineer and shall state the structure or station limits, the category of staking requested, the offsets and station interval required, and the date the stakes are needed on site. Requests shall be delivered to the Engineer, with a copy to the Construction Manager, not less than seventy-two (72) hours, not including Saturdays, Sundays and holidays, in advance of the date the stakes are needed on site. A request received after 2:00 p.m. will be considered received on the following working day. The Engineer will confirm to the Contractor the earliest compliant date on which the staking will be furnished.

The Engineer will verify that the requested staking is within the awarded scope of work before staking is scheduled. Staking of work not included in the contract, or deleted by change order, will not be furnished. A request that does not conform to the requirements of this section will be returned to the Contractor, and time lost in returning and resubmitting a nonconforming request will not be considered a basis for an extension of time or additional compensation.

The Contractor shall provide safe and clear access to the work area and shall remove obstructions and vegetation as necessary in advance of the survey crew. Where the survey crew is unable to perform the requested work because access has not been provided, the visit will be considered re-staking.

Preservation of Stakes and Monuments: The Contractor shall preserve construction survey stakes, permanent survey monuments and benchmarks for the duration of their usefulness. The Contractor shall not commence any portion of the work before the stakes for that portion are in place. The Contractor shall notify the Engineer not less than seventy-two (72) hours, not including Saturdays, Sundays and holidays, prior to disturbing any survey monument or benchmark.

Re-Staking: The Contractor shall pay for all re-staking required should any stakes previously set and accepted be lost, destroyed, disturbed, covered or otherwise rendered unusable. Prior to any charge being assessed, the Engineer will record in writing the date of the original staking, the date the re-staking was requested, and the cause. Where the cause is a revision to the plans issued after the original staking, an error in the original staking, or an act of the City, the re-staking will be furnished at no cost to the Contractor. Charges for re-staking will be assessed at the Engineer's hourly rates in effect under its agreement with the City and will be deducted from monies due the Contractor.

Discrepancies: The Contractor shall immediately inform the Engineer in writing of any discrepancy discovered during the course of the work between the plans and the construction staking, and the Engineer will promptly verify the same. Any work done after such discovery, until authorized by the Engineer, will be done at the Contractor's risk. Where three consecutive points are set on the same slope, the Contractor shall use them together so that any variation from a straight grade can be detected, and shall report any such variation to the Engineer.

Survey Monuments: Pursuant to the Land Surveyors' Act of the Business and Professions Code of the State of California, Section 8771, a corner record and/or record of survey locating and referencing all existing monuments in the project area shall be filed with the Fresno County Surveyor prior to and after construction activities. Survey monuments and markers that are lost or disturbed by the Contractor's operations shall be replaced at the Contractor's expense by a person appropriately licensed by the State of California for land surveying, and the corner record or record of survey shall be filed with the Fresno County Surveyor prior to final payment being made and/or the Notice of Completion being issued.

Responsibility of the Contractor: Staking furnished by the Engineer establishes line and grade only. The Contractor shall remain responsible for the correct position, line, grade and dimension of all work constructed, for transferring the staked control into the work, and for the adequacy of its own means and methods. Review, observation or staking by the Engineer shall not relieve the Contractor of this responsibility. Work constructed out of position, line, grade or dimension shall be corrected, removed and replaced, or otherwise resolved as directed by the Engineer, at the Contractor's expense, and no extension of contract time will be granted therefor.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefor, except for charges assessed against the Contractor for re-staking and for the replacement of survey monuments as provided above.

SP 1.15 ROCK SLOPE PROTECTION (RIP-RAP) AND RSP FABRIC

General: This work consists of constructing rock slope protection (RSP), shown on the Plans as rip-rap, on RSP fabric, including the RSP toe key, on the pond-side levee slopes at the locations shown on Sheets 4 through 10 and in Details 1, 1A, and 3 on Sheet 11. Except as modified herein, RSP

and RSP fabric shall conform to Section 72, "Slope Protection," and Section 96, "Geosynthetics," of the State Standard Specifications, 2025 edition.

Rock: Rock shall be Class II (60 lb) RSP conforming to the gradation and rock quality requirements of Section 72 of the State Standard Specifications. Rock shall be hard, durable, and angular, and free of cracks, seams, and other defects that would tend to increase its deterioration from natural causes. Rounded rock, rubble, and broken concrete will not be accepted. Rock shall be obtained from a standard commercial source. Rock is an aggregate under Section 70917(c) of the Build America, Buy America Act and is not subject to its domestic content requirements.

RSP Fabric: RSP fabric shall be Class 8 RSP fabric conforming to Section 96 of the State Standard Specifications. RSP fabric is a plastic and polymer-based construction material as defined in 2 CFR 184.3 and is subject to the Build America, Buy America Act requirements of Part C and Paragraph H.14 of the Federal Contract Provisions and Certifications.

Submittals: Not less than fifteen (15) calendar days before delivery, the Contractor shall submit to the Engineer: the rock source, with a certificate of compliance and the gradation and rock quality test results for the Class II (60 lb) RSP; and the RSP fabric product data, certificate of compliance, and Build America, Buy America certification. No rock or fabric shall be placed until the submittals have been accepted by the Engineer.

Toe Key and Subgrade: Place and compact the levee fill to the bottom of the RSP before excavating the RSP toe key. Excavate the toe key into the compacted fill to the lines and grades shown; the toe key dimensions shown in Detail 1A are minimums. The toe key shall be continuous for the full length of the RSP, and at each end of the RSP the toe key shall be carried up the slope to the edge of the aggregate base. Trim the slope subgrade to the finished grade shown less the RSP layer thickness. The Engineer will inspect the trimmed subgrade and the key excavation before fabric is placed; the Contractor shall notify the Engineer not less than two (2) working days before the inspection is needed.

Fabric Placement: Place RSP fabric on the accepted subgrade, loosely and free of wrinkles and folds. The fabric shall be continuous beneath the slope rock and shall extend down the crest-side wall, across the bottom, and up the pond-side wall of the toe key to finished grade. At each lap, the panel nearest the crest shall overlap the panel below it. Adjacent panels shall be overlapped not less than twenty-four (24) inches at all side and end laps. The fabric shall be secured with pins or staples as recommended by the manufacturer. Equipment shall not be operated directly on the fabric, and the fabric shall not be left exposed to sunlight longer than recommended by the manufacturer. Damaged fabric shall be repaired or replaced before rock is placed over it.

Rock Placement: Place rock in the toe key before placing any RSP on the slope, then place the slope rock starting at the toe key and working up the slope to the edge of the aggregate base. Rock shall be placed by Method B at full layer thickness to the toe key, and the lower edge shall not be feathered. Rock shall be placed so as not to tear, puncture, or displace the fabric, and shall not be dropped onto the fabric from a height greater than three (3) feet. The finished RSP shall be a dense, well-keyed layer with the larger rock uniformly distributed and the voids filled with smaller rock. The layer shall be not less than the thickness shown on the Plans at any point, and the top of the RSP shall match the finished grade shown within a tolerance of one-quarter (0.25) foot. Where the toe key or slope rock crosses an existing pipe, the fabric and rock shall be hand placed around the pipe and the pipe shall be protected in place in accordance with Detail 3 on Sheet 11.

Measurement and Payment: Rock slope protection will be measured and paid for under Bid Items 9 and 16, and RSP fabric under Bid Items 10 and 17, as described in Section SP2.

SECTION SP2 BID ITEM DESCRIPTIONS

SP 2.01 GENERAL

The following describes the work included in each bid item so that the contract price for the item constitutes full compensation for completing that work, including all labor, materials, tools, equipment, and incidentals necessary to complete the work as shown on the Plans and specified herein. Where an element of the work is shown on the Plans without a quantity, is called for in a plan note without a corresponding schedule entry, or is required for a complete and operational facility but not individually listed, it is included in the bid item named for it below, and the bidder shall include its cost in that item. Work not separately listed in the Bid Proposal, including coordination with the City's pond dewatering under SP 1.06, protection of existing facilities, potholing and verification of existing pipes, testing, submittals, protection of completed work, cleanup, and closeout documents, is incidental to the bid items and no separate payment will be made therefor. Quantities are approximate and are governed by Subsection 1.12 of the General Provisions. Where a Bid Additive is awarded, the price bid for the additive is full compensation for the additive work, including any related mobilization, water pollution control, dust control, demolition, grading, and restoration, and no adjustment will be made to the Base Bid lump sum items.

SP 2.02 BID ITEM 1: MOBILIZATION, DEMOBILIZATION, BONDS, AND INSURANCE

This work shall consist of all items necessary for mobilization, construction staging, storage, environmental controls, permits, and other essentials listed under this item to be performed by the Contractor. Furnish all labor, materials, equipment necessary to complete this work item, in accordance with the Contract Documents.

Additionally, the work under this also includes furnishing all labor, materials and incidentals and for doing all work – completely – involved in demobilization of construction equipment, materials, and personnel, as shown on the Plans and/or called for in the Specifications. This work includes but is not limited to demobilization and final cleanup and restoration of construction areas, and all other incidental work.

Payment for Mobilization, Demobilization, Bonds, and Insurance will be made at the lump sum price named in the Bid Schedule, not to exceed 5.0% of the base bid total, which shall constitute full compensation for providing all work complete as shown and specified in the Contract Documents. Payment to the Contractor shall not be allowed beyond 50% of the total item amount without an approved Baseline Construction Schedule, and complete submittal to the City of all the required Bonds and Insurance documents.

All costs associated with this item shall be included in the lump sum price bid for Bid Item No. 1, and no additional payment will be made.

SP 2.03 BID ITEM 2: PREPARE AND IMPLEMENT STORMWATER POLLUTION PREVENTION PLAN

It shall be the responsibility of the Contractor to comply with all of the requirements of the latest NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2022-0057-DWQ according to SWRCB and standard industry practice. This includes, but is not limited to, preparing plans and application maps as well as all necessary reporting on the SWRCB's Storm Water Multiple Application and Report Tracking System (SMARTS System). The Contractor, working with their certified Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD), will determine what would be the best course of action to comply with the latest State NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2022-0057-DWQ.

It shall be the responsibility of the Contractor and their QSD to submit to City a completed SWPPP for review. Upon acceptance of the SWPPP document by City, the QSD shall prepare a Notice of Intent (NOI) application in the SWRCB's SMARTS System and upload all necessary documents and maps to be approved by the Legally Responsible Person (LRP). No construction activity shall commence on the project site until the SWRCB has issued a Waste Discharge Identification (WDID) number for the project. Upon issuance of the WDID number, it shall be the responsibility of the Contractor to implement the SWPPP. Throughout the course of the project, the Contractor's certified Qualified SWPPP Practitioner (QSP) shall conduct periodic inspections, testing, any reporting on the SMARTS System as well as coordinate with the QSD to update the SWPPP as necessary. At the conclusion of construction, it shall be the responsibility of the Contractor and his/her QSD/QSP to ensure the annual report has been updated on the SMARTS System as well as prepare the Notice of Termination (NOT) for City's approval.

The Contractor shall keep a copy of the approved SWPPP, and amendments thereto, at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to Construction Management copies of all amendments to the SWPPP as prepared by the Contractor. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

Notice of violation and/or fines for any non-compliance will be the responsibility of the Contractor.

For the Base Bid work, temporary sediment control is included in this item. Such work consists of furnishing all labor, materials, equipment, and incidentals necessary to install, maintain, and remove the temporary sediment control BMPs required by the SWPPP and Section 17, including perimeter sediment controls, stabilized construction entrances, protection of stockpiled material, inspection and maintenance of all measures following each qualifying rain event, removal of accumulated sediment, and removal of all temporary measures and restoration of affected areas upon completion. Sediment control for the Bid Additive No. 1 work is included in the prices bid for the Bid Additive items, as provided in SP 2.01.

Full compensation for all the costs involved in preparing, obtaining approval of, logging, inspection, revising, amending, and implementing the SWPPP shall be included in the lump sum bid amount for Bid Item No. 2, and no additional payment will be made.

SP 2.04 BID ITEM 3: PREPARE AND IMPLEMENT FUGITIVE DUST CONTROL PLAN

Dust Control shall consist of Dust Control Plans, permits, fees, inspections, cost of labor and equipment required for the work. Water shall be furnished as provided in SP 1.08, "Water." Reference to and incorporation of the provisions of Sections 23113, 23114, 23115 and 40000.16 of the California Vehicle Code regarding containment and transportation of any aggregate material upon public roadways is made to these Specifications. "Dust Control" shall consist of reducing visible dust emissions (VDEs) and eliminating dust-related nuisances from or within the construction site, including implementing the Fugitive Dust Control Plan (FDCP) prepared by the contractor, in conformance with the San Joaquin Valley Air Pollution Control District (District), Regulation VIII.

Operations may not commence until the District has approved of the Dust Control Plan. A copy of the plan must be on site and available to workers, representatives of the City, and District employees. All work on the site is subject to the requirements of the approved dust control plan. A failure to abide by the plan by anyone on site may be subject to enforcement action.

Dust control for the Bid Additive No. 1 work is included in the prices bid for the Bid Additive items, as provided in SP 2.01.

Full compensation for all the costs involved in preparing, obtaining approval of, logging, inspection, revising, amending, and implementing the Fugitive Dust Control Plan, including permits, fees, and dust control measures, shall be included in the lump sum bid amount for Bid Item No. 3, and no additional payment will be made.

SP 2.05 BID ITEM 4: CLEARING, GRUBBING & DEMOLITION

This work shall consist of the removal and disposal of surfaces, roots, stumps, buried logs, aggregate base, buried trash, trash piles, rocks, vegetation to be removed, and all other obstructing material which is encountered during the excavations for, and installation of, the proposed improvements, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Unsuitable or surplus material shall be disposed of off the project site; Contractor shall be responsible for securing a location for such disposal and shall not dispose of excess material without entering into an agreement for the disposal of such material with the offsite property owner.

Debris shall be separated and disposed of in accordance with SP 1.03. Removal and disposal of existing sludge is included in Bid Item No. 7, Sludge Removal and Disposal.

All costs associated with this item shall be included in the lump sum price bid for Bid Item No. 4, and no additional payment will be made.

SP 2.06 BID ITEM 5: 0.5' CLASS II AGGREGATE BASE ROADWAY COMPACTED AT 95% R.C.

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct the 0.5-foot-thick Class II aggregate base roadway at the lines, grades, widths, and cross sections shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Work shall include, but is not limited to, preparation, grading, moisture conditioning, and compaction of the levee crown subgrade to the elevations and slopes shown on the Plans, removal and replacement of unsuitable or yielding subgrade material, furnishing and hauling Class II aggregate base, placing, spreading, compaction of the aggregate base to the specified thickness, finishing and shaping the roadway surface and edges, water for compaction and dust control, and protection of the surface until acceptance.

Surfaces damaged or disturbed by the Contractor's operations, by weather, or by construction traffic prior to acceptance shall be repaired and reconstructed at no additional cost to the Owner.

Measurement shall be by the ton, determined by certified weighmaster scale tickets for material delivered to and placed within the limits shown on the Plans. No payment will be made for material placed outside the neat lines shown, for material wasted, or for material required to replace work damaged prior to acceptance.

All costs associated with this item shall be included in the ton price for Bid Item No. 5, and no additional payment will be made.

SP 2.07 BID ITEM 6: LEVEE EXCAVATION

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to excavate the existing levees and to remove other unsuitable material beneath the levee improvements, to the lines, grades, and limits shown on the Plans, in conformance with Section 13 and SP 1.10, and as directed by the Engineer. Removal of the existing sludge is paid under Bid Item No. 7, Sludge Removal and Disposal.

Work shall include, but is not limited to: removal of unsuitable material beneath the levee improvements; benching and keying of the existing eroded slopes; excavation of the levee toe keyway shown in Detail 2 on Sheet 11; excavation of native material below the sludge layer where required to reach the pond floor grade shown on Sheets 4 through 8; potholing and verification of existing pipes and utilities; segregation and stockpiling of excavated material that the Engineer determines is suitable for reuse as levee fill; and hauling and disposal of unsuitable and excess material at a legally permitted disposal site furnished by the Contractor. Excavation of the RSP toe key is included in Bid Item No. 9.

Debris shall be separated and disposed of in accordance with SP 1.03, and temporary stockpiles shall be placed as required by SP 1.03.

Measurement shall be by the cubic yard of material excavated, measured in its original position and computed from cross sections taken before and after excavation, excluding the sludge layer measured under Bid Item No. 7. No payment will be made for material excavated outside of the neat lines shown on the Plans, unless directed by the Engineer in writing.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 6, and no additional payment will be made.

SP 2.08 BID ITEM 7: SLUDGE REMOVAL AND DISPOSAL

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to remove, load, haul, and dispose of the existing sludge from the pond floors and levee slopes within the limits shown on the Plans, in conformance with Section 13, SP 1.03, and SP 1.10, and as directed by the Engineer.

Work shall include, but is not limited to: removal of the existing sludge layer (approximately 0.5 to 1.0 foot in depth) within the demolition areas shown on Sheet 3 and on Sheets 4 through 8; waste profiling and characterization; loading, hauling, and disposal at a facility permitted to accept the material; and finishing and laser leveling of the exposed pond floor. The estimated sludge volumes by pond are shown in the Estimated Sludge Removal Quantities tables on Sheet 3. Sludge removal in each pond shall begin only after the City has lowered and isolated the effluent in that pond as provided in SP 1.06.

Sludge and other unsuitable material shall be handled, transported, and disposed of by the Contractor at a facility permitted to accept that material. Before removing any such material from the site, the Contractor shall prepare a waste profile for the receiving facility and shall submit the profile and the facility's written acceptance to the Engineer. Sludge shall not be incorporated into any levee embankment, backfill, or subgrade, and shall not be stockpiled outside the limits shown on the Plans. Temporary stockpiles shall be placed as required by SP 1.03. The Contractor shall furnish the disposal tickets and receiving facility records to the Engineer.

The finished pond floor shall be at Elevation 393.00 within a tolerance of plus or minus one-tenth (0.1) foot and shall be as level as possible at all points, using laser leveling equipment. A sloped or tiered pond floor will not be accepted.

Measurement shall be by the cubic yard of sludge removed, measured in its original position and computed from cross sections or surface surveys taken before and after removal within the limits shown on the Plans. No payment will be made for sludge removed outside the limits shown on the Plans, unless directed by the Engineer in writing. Native material excavated below the sludge layer is measured under Bid Item No. 6.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 7, and no additional payment will be made.

SP 2.09 BID ITEM 8: LEVEE RECONSTRUCTION

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct the levee embankment to the lines, grades, and cross sections as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Work shall include, but is not limited to: scarification and recompaction of the subgrade beneath all levee improvements; keying of fill into the benched embankment and existing eroded slopes; backfill of the levee toe keyway shown in Detail 2 on Sheet 11; matching the existing landside slopes where shown on Sheet 8; furnishing fill material from suitable on-site excavation or, where suitable on-site material is not sufficient, from an imported source conforming to Subsection 13.04 and SP 1.03; hauling, rough grading, soil preparation, and moisture conditioning; placement in lifts not exceeding six (6) inches; compaction to not less than ninety percent (90%) relative compaction in accordance with SP 1.10; compaction testing; and fine grading, trimming, and shaping of the 3:1 levee slopes to the lines, grades, and cross sections shown on the Plans, with protection of the completed surface until acceptance.

In accordance with Grading Note 4 on the Plans, the Contractor shall confirm the earthwork quantities before constructing the improvements and shall arrange for any import or export of material required. No separate payment will be made for imported fill; its cost, including royalties, haul, source testing, and permitting, shall be included in the price for this item. No separate payment will be made for fine grading of the levee slopes; its cost shall be included in the price for this item. Surfaces damaged or disturbed by the Contractor's operations, by weather, or by subsequent construction traffic prior to acceptance shall be repaired and regraded at no additional cost to the Owner.

Measurement shall be by the cubic yard of completed, compacted levee embankment in place, computed from cross sections taken before and after construction, within the neat lines shown on the Plans. The volume of rock slope protection and aggregate base will not be included. No payment will be made for material placed outside the neat lines shown on the Plans, for material required to replace work damaged prior to acceptance, or for material rejected for failing to meet the specified requirements.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 8, and no additional payment will be made.

SP 2.10 BID ITEM 9: RIP-RAP

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct Class II (60 lb) rock slope protection (rip-rap), Method B placement, including the RSP toe key, on the pond-side levee slopes at the locations, lines, grades, and dimensions shown on Sheets 4 through 8 and in Details 1, 1A, and 3 on Sheet 11, in conformance with SP 1.15, and as directed by the Engineer.

Work shall include, but is not limited to: excavation of the RSP toe key into the compacted levee fill; trimming and preparation of the slope subgrade to receive RSP fabric; reuse in the levee embankment, or disposal, of the material excavated from the toe key; furnishing, hauling, and placing rock in the toe key and on the slope at full layer thickness to the edge of the aggregate base; carrying the toe key up the slope to the edge of the aggregate base at each end of the rock slope protection; hand placement of rock around existing pipes in accordance with Detail 3 on Sheet 11;

and furnishing the rock source, gradation, and quality documentation required by SP 1.15. Furnishing and placing RSP fabric is paid under Bid Item No. 10.

Measurement shall be by the cubic yard of rock slope protection in place, computed from the layer thickness and toe key dimensions shown on the Plans and the slope limits constructed, within the neat lines shown. No payment will be made for rock placed outside the neat lines shown on the Plans, for rock used to replace work damaged prior to acceptance, or for rock rejected for failing to meet the specified requirements.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 9, and no additional payment will be made.

SP 2.11 BID ITEM 10: GEOTEXTILE FABRIC

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to furnish and place Class 8 RSP fabric (geotextile fabric) beneath the rock slope protection and within the RSP toe key, as shown on the Plans, in conformance with SP 1.15, and as directed by the Engineer.

Work shall include, but is not limited to: furnishing the fabric with its certificate of compliance and Build America, Buy America certification; placing the fabric continuously beneath the slope rock and down the crest-side wall, across the bottom, and up the pond-side wall of the toe key; overlapping and securing the panels; fitting the fabric around existing pipes; and repairing or replacing damaged fabric before rock is placed over it.

Measurement shall be by the square yard of surface area covered, measured along the slope and toe key surfaces within the limits shown on the Plans. No payment will be made for overlaps, anchorage, waste, or fabric placed outside the limits shown.

All costs associated with this item shall be included in the square yard price for Bid Item No. 10, and no additional payment will be made.

SP 2.12 BID ADDITIVE NO. 1, BID ITEM 11: CLEARING, GRUBBING & DEMOLITION

This work shall consist of the removal and disposal of surfaces, roots, stumps, limbs, buried logs, aggregate base, buried trash, trash piles, rocks, vegetation to be removed, and all other obstructing material which is encountered during the excavations for, and installation of, the proposed Pond 4 improvements, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. Removal and disposal of existing sludge within the Pond 4 limits is included in Bid Item No. 14, Sludge Removal and Disposal.

Work shall also include salvaging, storing, protecting, and reinstalling the existing fencing at the same location, as shown on Sheet 10 and specified in Subsection 12.04.

Unsuitable or surplus material shall be disposed of off the project site. The Contractor shall be responsible for securing a location for such disposal and shall not dispose of excess material without entering into an agreement for the disposal of such material with the offsite property owner. Debris shall be separated and disposed of in accordance with SP 1.03.

All costs associated with this item shall be included in the lump sum price for Bid Item No. 11, and no additional payment will be made.

**SP 2.13 BID ADDITIVE NO. 1, BID ITEM 12: 0.5' CLASS II AGGREGATE BASE ROADWAY
COMPACTED AT 95% R.C.**

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct the 0.5-foot-thick Class II aggregate base roadway at the lines, grades, widths, and cross sections shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Work shall include, but is not limited to, preparation, grading, moisture conditioning, and compaction of the levee crown subgrade to the elevations and slopes shown on the Plans, removal and replacement of unsuitable or yielding subgrade material, furnishing and hauling Class II aggregate base, placing, spreading, compaction of the aggregate base to the specified thickness, finishing and shaping the roadway surface and edges, water for compaction and dust control, and protection of the surface until acceptance.

Surfaces damaged or disturbed by the Contractor's operations, by weather, or by subsequent construction traffic prior to acceptance shall be repaired and regraded at no additional cost to the Owner.

Measurement shall be by the ton, determined by certified weighmaster scale tickets for material delivered to and placed within the limits shown on the Plans. No payment will be made for material placed outside the neat lines shown, for material wasted, or for material required to replace work damaged prior to acceptance.

All costs associated with this item shall be included in the ton price for Bid Item No. 12, and no additional payment will be made.

SP 2.14 BID ADDITIVE NO. 1, BID ITEM 13: LEVEE EXCAVATION

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to excavate the existing levees at Pond 4 and to remove other unsuitable material beneath the levee improvements, to the lines, grades, and limits shown on the Plans, in conformance with Section 13 and SP 1.10, and as directed by the Engineer. Removal of the existing sludge is paid under Bid Item No. 14, Sludge Removal and Disposal.

Work shall include, but is not limited to: removal of unsuitable material beneath the levee improvements; benching and keying of the existing eroded slopes; excavation of the levee toe keyway shown in Detail 2 on Sheet 11; excavation of native material below the sludge layer where required to reach the pond floor grade shown on Sheets 9 and 10; potholing and verification of existing pipes and utilities; segregation and stockpiling of excavated material that the Engineer determines is suitable for reuse as levee fill; and hauling and disposal of unsuitable and excess material at a legally permitted disposal site furnished by the Contractor. Excavation of the RSP toe key is included in Bid Item No. 16.

Debris shall be separated and disposed of in accordance with SP 1.03, and temporary stockpiles shall be placed as required by SP 1.03.

Measurement shall be by the cubic yard of material excavated, measured in its original position and computed from cross sections taken before and after excavation, excluding the sludge layer measured under Bid Item No. 14. No payment will be made for material excavated outside of the neat lines shown on the Plans, unless directed by the Engineer in writing.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 13, and no additional payment will be made.

SP 2.15 BID ADDITIVE NO. 1, BID ITEM 14: SLUDGE REMOVAL AND DISPOSAL

The work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to remove, load, haul, and dispose of the existing sludge from the Pond 4 floor and levee slopes within the limits shown on the Plans, in conformance with Section 13, SP 1.03, and SP 1.10, and as directed by the Engineer.

Work shall include, but is not limited to: removal of the existing sludge layer (approximately 0.5 to 1.0 foot in depth) within the demolition areas shown on Sheet 3 and on Sheets 9 and 10; waste profiling and characterization; loading, hauling, and disposal at a facility permitted to accept the material; and finishing and laser leveling of the exposed pond floor. The estimated sludge volumes by pond are shown in the Estimated Sludge Removal Quantities tables on Sheet 3. Sludge removal in each pond shall begin only after the City has lowered and isolated the effluent in that pond as provided in SP 1.06.

Sludge and other unsuitable material shall be handled, transported, and disposed of by the Contractor at a facility permitted to accept that material. Before removing any such material from the site, the Contractor shall prepare a waste profile for the receiving facility and shall submit the profile and the facility's written acceptance to the Engineer. Sludge shall not be incorporated into any levee embankment, backfill, or subgrade, and shall not be stockpiled outside the limits shown on the Plans. Temporary stockpiles shall be placed as required by SP 1.03. The Contractor shall furnish the disposal tickets and receiving facility records to the Engineer.

The finished pond floor shall be at Elevation 393.00 within a tolerance of plus or minus one-tenth (0.1) foot and shall be as level as possible at all points, using laser leveling equipment. A sloped or tiered pond floor will not be accepted.

Measurement shall be by the cubic yard of sludge removed, measured in its original position and computed from cross sections or surface surveys taken before and after removal within the limits shown on the Plans. No payment will be made for sludge removed outside the limits shown on the Plans, unless directed by the Engineer in writing. Native material excavated below the sludge layer is measured under Bid Item No. 13.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 14, and no additional payment will be made.

SP 2.16 BID ADDITIVE NO. 1, BID ITEM 15: LEVEE RECONSTRUCTION

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct the levee embankment to the lines, grades, and cross sections as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Work shall include, but is not limited to: scarification and recompaction of the subgrade beneath all levee improvements; keying of fill into the benched embankment and existing eroded slopes; backfill of the levee toe keyway shown in Detail 2 on Sheet 11; matching the existing landside slopes where shown on Sheets 9 and 10; furnishing fill material from suitable on-site excavation or, where suitable on-site material is not sufficient, from an imported source conforming to Subsection 13.04 and SP 1.03; hauling, rough grading, soil preparation, and moisture conditioning; placement in lifts not exceeding six (6) inches; compaction to not less than ninety percent (90%) relative compaction in accordance with SP 1.10; compaction testing; and fine grading, trimming, and shaping of the 3:1 levee slopes to the lines, grades, and cross sections shown on the Plans, with protection of the completed surface until acceptance.

In accordance with Grading Note 4 on the Plans, the Contractor shall confirm the earthwork quantities before constructing the improvements and shall arrange for any import or export of material required. No separate payment will be made for imported fill; its cost, including royalties, haul, source testing, and permitting, shall be included in the price for this item. No separate payment will be made for fine grading of the levee slopes; its cost shall be included in the price for this item. Surfaces damaged or disturbed by the Contractor's operations, by weather, or by subsequent construction traffic prior to acceptance shall be repaired and regraded at no additional cost to the Owner.

Measurement shall be by the cubic yard of completed, compacted levee embankment in place, computed from cross sections taken before and after construction, within the neat lines shown on the Plans. The volume of rock slope protection and aggregate base will not be included. No payment will be made for material placed outside the neat lines shown on the Plans, for material required to replace work damaged prior to acceptance, or for material rejected for failing to meet the specified requirements.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 15, and no additional payment will be made.

SP 2.17 BID ADDITIVE NO. 1, BID ITEM 16: RIP-RAP

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to construct Class II (60 lb) rock slope protection (rip-rap), Method B placement, including the RSP toe key, on the pond-side levee slopes at the locations, lines, grades, and dimensions shown on Sheets 9 and 10 and in Details 1, 1A, and 3 on Sheet 11, in conformance with SP 1.15, and as directed by the Engineer.

Work shall include, but is not limited to: excavation of the RSP toe key into the compacted levee fill; trimming and preparation of the slope subgrade to receive RSP fabric; reuse in the levee embankment, or disposal, of the material excavated from the toe key; furnishing, hauling, and placing rock in the toe key and on the slope at full layer thickness to the edge of the aggregate base; carrying the toe key up the slope to the edge of the aggregate base at each end of the rock slope protection; hand placement of rock around existing pipes in accordance with Detail 3 on Sheet 11; and furnishing the rock source, gradation, and quality documentation required by SP 1.15. Furnishing and placing RSP fabric is paid under Bid Item No. 17.

Measurement shall be by the cubic yard of rock slope protection in place, computed from the layer thickness and toe key dimensions shown on the Plans and the slope limits constructed, within the neat lines shown. No payment will be made for rock placed outside the neat lines shown on the Plans, for rock used to replace work damaged prior to acceptance, or for rock rejected for failing to meet the specified requirements.

All costs associated with this item shall be included in the cubic yard price for Bid Item No. 16, and no additional payment will be made.

SP 2.18 BID ADDITIVE NO. 1, BID ITEM 17: GEOTEXTILE FABRIC

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to furnish and place Class 8 RSP fabric (geotextile fabric) beneath the rock slope protection and within the RSP toe key, as shown on the Plans, in conformance with SP 1.15, and as directed by the Engineer.

Work shall include, but is not limited to: furnishing the fabric with its certificate of compliance and Build America, Buy America certification; placing the fabric continuously beneath the slope rock and

down the crest-side wall, across the bottom, and up the pond-side wall of the toe key; overlapping and securing the panels; fitting the fabric around existing pipes; and repairing or replacing damaged fabric before rock is placed over it.

Measurement shall be by the square yard of surface area covered, measured along the slope and toe key surfaces within the limits shown on the Plans. No payment will be made for overlaps, anchorage, waste, or fabric placed outside the limits shown.

All costs associated with this item shall be included in the square yard price for Bid Item No. 17, and no additional payment will be made.

ATTACHMENT A: STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____ Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: ☐	No ☐	
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

ATTACHMENT B: CALIFORNIA PREVAILING WAGE DETERMINATIONS

The general prevailing wage determinations of the Director of the California Department of Industrial Relations applicable to this work are on file with the City Clerk and are incorporated by reference as provided in Subsection 10.04 of the General Provisions. No federal Davis-Bacon wage decision is included; see Paragraph H.4 of the Federal Contract Provisions and Certifications.