

SOLANO COUNTY WATER AGENCY



CONTRACT DOCUMENTS

Peterson Ranch Cattle Fencing Project

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

Prior to 2:00 p.m. on November 6, 2019

810 Vaca Valley Parkway, Suite 203 • Vacaville, CA 95688
Phone (707) 451-6090 • Fax (707) 451-6099



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NOTICE TO BIDDERS

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

Sealed bids will be received at the office of the Solano County Water Agency, 810 Vaca Valley Parkway, Suite 203, Vacaville, California 95688 **no later than 2:00 p.m. on November 6, 2019** for the following work:

PETERSON RANCH CATTLE FENCING PROJECT

The Peterson Ranch Cattle Fencing Project consists primarily of removing and setting aside (not-disposing) of approximately 2-miles of dilapidated cattle fencing, installation of approximately 2-miles of 5-strand barb-wire fencing, installation of corresponding T-posts, line posts, corner bracing, concrete embedded posts, and other miscellaneous appurtenances. The project will also include some tree and vegetation removal to support proper installation of the fence.

The Contract Documents, which include Specifications and Contract Drawings, may be obtained from the Solano County Water Agency's internet address at <http://www.scwa2.com>. Contract Documents will only be available in electronic form. Any problems or errors in downloading the documents should be reported to the Agency immediately.

The bidder is responsible for notifying **Jeff Barich** at JBarich@scwa2.com or (707) 455-1109, to be placed on the plan holders list. Plan holders on this list will be notified of the issuance of any addendums. Addendums will be posted at the same internet location as the Contract Documents, listed above.

The Agency will hold a Job Showing at the Project location to assist the bidders. **Attendance at the Job Showing by a representative employee of the bidder and completing the Job Showing sign-in sheet is mandatory.** Bids received from Contractors who did not attend the Job Showing will not be accepted. The Job Showing for the project will be at **10:00 a.m. on October 30, 2019.**

The work is "public work" subject to prevailing wages. Listings of the prevailing wage schedule for this work are available on the internet at <http://www.dir.ca.gov/DLSR/PWD>. Printed copies can also be provided by the Agency upon request. Relevant public work requirements are using the appropriate number of apprentices on the jobs site (Labor Code § 1777.5), maintaining necessary workers' compensation coverage (Labor Code §§ 1860, 1861), keep accurate records of the work performed on the project (Labor Code § 1812), permitting inspection of the payroll records (Labor Code § 1776; 8 CCR § 16400(e)), and complying with any other legal requirements, including but not limited to those found in Labor Code §§ 1720-1861 and California Code of Regulations title 8, §§ 16000-16414. No

contractor or subcontractor may be listed on the bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.

The bids must be accompanied by a certified check or bidder's bond for ten percent (10%) of the amount of the bid and made payable to Solano County Water Agency. The certified check or bidder's bond shall be given as a guarantee that the bidder will enter into a contract, if awarded a contract, and will be declared forfeited if the bidder refuses or neglects to enter into said contract within 10 days after being requested to do so.

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

The Contractor may substitute securities for any moneys withheld to insure performance under the contract in strict accordance with Sections 22300 and 10263 of the Public Contracts Code of the State of California.

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

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



Roland Sanford
General Manager
Solano County Water Agency

SEPTEMBER 26, 2019

Date

INSTRUCTIONS TO BIDDERS

1. GENERAL.

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

2. CONTRACT DOCUMENTS.

The Notice to Bidders, the Instructions to Bidders, the Proposal, the Contract, the Specifications, and the Drawings are the Documents that will form the Contract. Bidders must examine each of the Contract Documents, must visit the location of the Work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the Work. **Attendance at the Agency Job Showing on October 30, 2019 is mandatory. Proposals will not be accepted from any bidders not attending the Job Showing.** The failure of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from any obligation with respect to his/her Proposal or to the Contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

3. FORM AND CONTENT OF PROPOSAL.

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

Proposals shall provide references for three ongoing and/or most recently completed projects. Most current project must be included.

Proposals shall contain only the quotation for which the form is prepared. No oral, telegraphic or telephonic Proposals or modifications will be considered. Proposals shall be accompanied by an unconditional check certified by a responsible bank in an amount not less than ten percent (10%) of the aggregate of the Proposal, payable to the order of the Agency, or by a bidder's bond for the said amount and so payable, written by a financially responsible surety company, satisfactory to the Agency, authorized to do business in the State of California. The check or bond shall be a guarantee that the bidder, if awarded the Work, will enter into a Contract within ten (10) calendar days after receiving the Notice of Award. In case of refusal or failure to enter into the Contract and/or to file acceptable bonds and proof of insurance as provided herein within the time set forth herein, the award made by the Agency shall be annulled and the check or bond, as the case may be, shall be forfeited to the Agency, the proceeds there from being hereby agreed upon as liquidated damages

to the Agency on account of the delay in the execution of the Contract and required bonds and the performance of the Work there under, and the necessity of accepting a higher or less desirable Proposal resulting from such failure or refusal to execute the Contract and bonds as required. Upon the execution of the Contract and the approval on behalf of the Agency of the accompanying bonds, all certified checks that accompanied Proposals and that have not theretofore been returned, will be returned each to its maker.

4. INTERPRETATION OF CONTRACT DOCUMENTS.

Should a bidder find discrepancies in, or omissions from, the Contract Documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Engineer; and should it be found that the point in question is not clearly and fully set forth, a written Addendum or Bulletin of Instructions will be made available to all bidders, notification will be provided to bidders on the plan holders list and posted on the Agency's website at <http://www.scwa2.com>. The Engineer or the Agency will not be responsible for any oral instructions.

5. OPENING AND COMPARISON OF BIDS.

Proposals will be opened and read at the time and date indicated in the Notice to Bidders at the office of the Solano County Water Agency, 810 Vaca Valley Parkway, Suite 203, Vacaville, California 95688. Bidders or their representatives and other interested parties may be present at said opening and reading. The award will be made to the lowest responsible bidder complying with these Contract documents.

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

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

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT.

The Agency will, within thirty (30) days subsequent to the opening of the bids, act upon the Proposals. The acceptance of the Proposal will be by the Notice of Award in writing signed by a duly authorized representative of the Agency, and no other act

of the Agency shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful bidder to execute the Contract Agreement with the Agency in the form attached hereto and obtain insurance and faithful Performance and Payment bonds of the types and character and in the amounts required in the Contract Documents, within ten (10) calendar days after receiving the Notice of Award, and to be responsible for liquidated damages as provided in Paragraph 3 herein. Failure by Contractor to meet and provide valid insurance and bonding instruments is a breach and authorizes Agency to select a replacement Contractor, at the Agencies' discretion. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Agency and the Contractor.

7. TIME FOR BEGINNING AND COMPLETING THE WORK.

The Contractor shall commence Work within **ten (10) calendar days** after the date of the Notice to Proceed is given by the Agency, and he/she shall complete all Work within **seventy-five (75) calendar days** after the Notice to Proceed. If the Agency determines a need to stop Work, it will issue notification in writing to the Contractor's stated address, and the Contractor will immediately stop Work. If weather significantly delays completion of the Work, the Agency will issue a time-extension only.

8. BONDS.

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

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

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

additional security from the Contractor. Agency is under no obligation to do so. Failure to do so will in no way create liability on the part of Agency, nor will it relieve the Contractor of any liability.

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

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

If any surety becomes unacceptable to the Agency or fails to furnish reports as to its financial condition as requested by the Agency, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Agency and of persons supplying labor or materials in the prosecution of Work contemplated by this Contract. Failure to provide any of the bonds required by these contract documents is a material breach by the Contractor giving rise to a right of termination on the part of the Agency.

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

9. PRICES.

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

10. WITHDRAWAL OF PROPOSAL.

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

11. ADDENDA OR BULLETINS OF INSTRUCTIONS.

An Addenda or Bulletins of Instruction supplementing the Contract Documents and issued prior to the time set for the opening of Proposals shall form a part of the documents furnished to the bidder for the preparation of his/her Proposal. These documents shall be made a part of the Contract. Bidders on the plan holders' list will be notified of the issuance of Addenda or Bulletins of Instruction supplementing the Contract Documents. Addenda or Bulletins of Instruction shall be posted on the Solano County Water Agency's website at <http://www.scwa2.com>.

PROPOSAL

(With Bid Schedule Attached)

Proposal of _____

Contractor

Address

To furnish and deliver all materials and to do and perform all Work in accordance with the Contract Documents for the Peterson Ranch Cattle Fencing Project for the Solano County Water Agency (Agency).

To:

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

Gentlemen/Gentlewomen:

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

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

The undersigned bidder understands that the quantities of Work as shown herein are approximate only and are subject to increase or decrease, and offers to do the Work whether the quantities are increased or decreased, at the prices stated in the attached Schedule. The undersigned has checked carefully all figures inserted in said Bid Schedule and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

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

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

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

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

Surety or Sureties:

Dated _____, 2019

Bidder

Bidder's place of business:

_____ By: _____

_____ (Seal if bidder is a Corporation)

Contractor
License No. _____

Classification _____

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

The bidder shall herein set forth the name and the location of the place of business of each subcontractor, who will perform Work or labor or render service to the general contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, and the portion of the Work which will be done by each subcontractor.

Name of Subcontractor & License # (required)	Location of Place of Business	Type & Percent of Work to be Done

Percentage of intended Work performed by Contractor: _____

Proof of registration with the Department of Industrial Relations for all contractors and subcontractors is required:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

<https://www.dir.ca.gov/Public-Works/Enforcement.html>

Provide references for three ongoing and/or most recently completed “Public Works” projects:

Project Name	Contact Name & Agency	Phone Number

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

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

_____ of _____
(Position or Title) (Bidder)

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

Signature of Bidder

Date

CONTRACTOR: _____

**BID SCHEDULE
PETERSON RANCH CATTLE FENCING PROJECT**

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

ITEM #	WORK OR MATERIAL	QUANTITY	UNIT	UNIT PRICE \$	TOTAL \$
1	Mobilization & Demobilization	LUMP SUM	---		
2	Remove Existing Fence (Leave on CDFW Property)	LUMP SUM	---		
3	Site Preparation, Clearing & Grubbing, and Veg. Removal (several trees)	LUMP SUM	---		
4	F&I 48" Tall, 5-Strand Barbed Wire Fence with Bracing, Line Posts, and other Appurtenances as Specified	9,000	L.F.		
Total for Schedule:					

Optional Add-On Items not part of the Bid Schedule Total

ITEM #	WORK OR MATERIAL	QUANTITY	UNIT	UNIT PRICE \$	TOTAL \$
O-1	Haul Away Existing Fence (Hauling & Disposal Cost, required cost above & beyond Item #2 above)	LUMP SUM	L.F.		
O-2	Fence Simplification (Credit) - Use of <u>non-galvanized</u> steel for circular line posts - Eliminate End-Caps for circular line posts, with concrete poured into the center of each non-galvanized circular steel post	9,000	L.F.	Credit (-)	Credit (-)

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 by and between the Solano County Water Agency hereinafter called "Agency" and _____, hereafter called the "Contractor";

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

1. This Contract is for the construction of the **Peterson Ranch Cattle Fencing Project** for the Solano County Water Agency.
2. The Contract includes all of the Contract Documents, to wit: the Notice to Bidders, the Instructions to Bidders, the accepted Proposal and Proposal Bid Schedule, this Contract Agreement, the Specifications, the Specification Drawings, and all Addenda setting forth any modifications or interpretations of any said Documents. All said Documents are hereby incorporated in and made a part of this Agreement.
3. The Contractor shall provide all labor, materials, equipment, and other facilities and perform in a good and workmanlike manner all Work under the Contract for the Agency in strict conformity with the Contract Drawings and to the approval and entire satisfaction of the Agency.
4. This work is "public work" and therefore the Contractor and any subcontractors shall perform the work as "public work" pursuant to the prevailing wage laws, California Labor Code § 1720 et seq. Copies of the prevailing rate of per diem wages are available on the internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and upon request from the office of the Solano County Water Agency. The Contractor and any subcontractors shall comply with California Labor Code §§ 1720-1861, specifically including but not limited to § 1775 (payment of wages and penalties) and § 1776 (payroll records), and California Code of Regulations title 8, §§ 16000-16414, specifically including but not limited to § 16451 and § 16461. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall post job site notices as required by Labor Code § 1771.4(a)(2) and the relevant regulations, including but not limited to California Code of Regulations, title 8, § 16451(d).
5. The Agency will pay the Contractor in current funds for the performance of the Contract the sums stated in the Proposal Bid Schedule, in the manner, at the time and upon the conditions as stated in the Contract Documents, and will otherwise fulfill its obligations as provided in the Contract. It is agreed and stipulated between the Agency and the

Contractor, that damage will be sustained by the Agency from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Agency will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such a delay under these circumstances and to agree and stipulate by this Contract that the sum of five hundred dollars (\$500) per day for each and every day's delay beyond the time prescribed to complete the Work has been agreed to by the parties as a fair estimate of the damages to be suffered by the Agency from and as direct result of such delay. The time set for the completion of this Work is set forth in the Instructions to Bidders.

6. Either party to this Contract has a right to litigate to enforce this Agreement. The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in any action or proceeding to enforce this Agreement.
7. All time limits stated in the Contract Documents are of the essence of this Agreement.
8. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

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

SOLANO COUNTY WATER AGENCY

By: _____
Roland Sanford,
General Manager

Contractor

By: _____
(Title)

And: _____
(Title)

(Seal if a Corporation)

Contractor
License No. _____

Classification _____

PERFORMANCE BOND

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

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a certain Contract with the Agency, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction and installation of the required barbed wire cattle fencing at the Peterson Ranch property near Rio Vista, including all appurtenances thereto, all as set forth in the Contract Documents entitled "Peterson Ranch Cattle Fencing Project".

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

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

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

(Seal)

Principal

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

(Seal)

Surety

By _____
Attorney-in-Fact

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

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

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered
into a certain Contract with the Agency, dated the _____ day of
_____, 20____, a copy of which is hereto attached and made a part hereof
for the construction and installation of the required barbed wire cattle fencing at the
Peterson Ranch property near Rio Vista, including all appurtenances thereto, all as set
forth in the Contract Documents entitled "Peterson Ranch Cattle Fencing Project".

NOW, THEREFORE, if the Principal, or a Subcontractor, fails to pay (1) any of the
persons or entities identified in Civil Code Section 3181, (2) amounts due under the
Unemployment Insurance Code with respect to work or labor performed under Contract, or
(3) for any amounts required to be deducted, withheld, and paid over to the Employment
Development Department from the wages of employees of the Contractor and
Subcontractors pursuant to §13020 of the Unemployment Insurance Code with respect to
the work and labor, then surety will pay for the same, and also, in case suit is brought
upon this bond, a reasonable attorney's fee, to be fixed by the Court

PROVIDED, FURTHER, Surety's obligation hereunder shall inure to the benefit of any of
the persons or entities identified in Civil Code § 3181 so as to give a right of action to those
persons or entities or their assigns in any suit brought upon this bond, and no final
settlement between the Agency and the Contractor shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied

PROVIDED, FURTHER, that no final settlement between the Agency and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counter-parts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(Seal)

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety) Secretary

Surety

(Seal)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract:

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership, or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) If Contractor is Partnership, all partners should execute bond.

SECTION 1

GENERAL CONDITIONS

1.1 INTENT OF THE CONTRACT DOCUMENTS.

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

1.2 DEFINITIONS.

AGENCY/OWNER	Solano County Water Agency, acting through its Board of Directors.
CONTRACTOR	The person, firm, or corporation duly licensed in the State of California, to whom the within Contract is awarded by the Agency and who is subject to the terms hereof. The word "Contractor in printed form of Contract shall be the same as the "General Contractor".
CONTRACT OFFICER	The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents; ("CO").
CONSTRUCTION MANAGER	The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents; ("CM").
ENGINEER	The Solano County Water Agency, acting either directly through its employees, or through properly maintained agents.
SUPERINTENDENT	The executive representative of the Contractor, present on the Work at all times, authorized to receive and fulfill instructions from the Agency.

ACT OF GOD	Acts of God shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves.
DRAWINGS	The Plans, profiles, maps, working Drawings, and supplemental Drawings, which show the location, character, dimensions, and details of the Work to be done.
WORK/PROJECT	All the work specified in the Contract Documents or indicated in the Drawings
ACTIVITY(S)	A subset of specified Work.
SITE, WORKSITE	The area or areas or spaces occupied by the project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the project. The extent of the site is shown on the Drawings and may or may not be identical with the description of the land upon which the project is to be built.
AND/OR	If used, shall mean that either or both of the items so joined are required.
APPLICABLE	As appropriate for the particular condition, circumstance, or situation.
APPROVE(D)	Limited to duties and responsibilities of Engineer of CM stated in the conditions of the Contract, for actions performed in the professional judgment of the Engineer or CM, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences, and procedures of construction. Approval shall not relieve Contractor from responsibilities to fulfill Contract requirements.
DIRECTED	Limited to duties and responsibilities of the Engineer state in the conditions of the Contract, meaning as instructed by the Engineer, in writing regarding matters other than the means, methods, techniques, sequences, and procedures of construction. No implied meaning shall be interpreted to extend the Engineer's

responsibility to the Contractor's supervision of construction.

REQUIRED	Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.
PROPER	As determined by the Agency as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences, and procedures of the construction, which are solely the Contractor's responsibility to determine.
NECESSARY	With due consideration of the conditions of the project and as determined in the professional judgment of the Engineer as being necessary for performance of the work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences, and procedures of construction.
SHOWN, NOTED	Refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the specifications, and similar requirements in the Contract Documents.
SELECTED	As selected by the Agency from the full national product selection of the manufacturer, unless otherwise specifically limited in the contract documents to a particular quality, color, texture, or price range.
PROVIDE	Contractor shall both 'furnish' and "install' indicated products.
FURNISH	Contractor shall procure indicated products or perform indicated services. Where used regarding products, the term 'furnish' is understood and intended to mean delivery of the products to site of the Work but is not intended to include the installation, application or other action to incorporate products into the Work.
INDICATED	Graphic representations, notes, or schedules on the Drawings, or other paragraphs or schedules in the Specifications and Contract Documents.

INSTALL	Contractor shall receive, unload, transport, and temporarily store products at the site of the Work and perform assembly, fitting, installation, application, erection, and similar actions as necessary to incorporate products complete in place and ready for use, including provision of necessary labor, materials, tools, equipment, and transportation.
EQUAL / EQUIVALENT	As determined by the Agency as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance, and aesthetic features.
USACE	United States Army Corps of Engineers; a regulatory agency with jurisdiction over Work.
CDFW	California Department of Fish and Wildlife; a regulatory agency with jurisdiction of Work.
RWQCB	California Regional Water Quality Control Board of the parent State Water Resources Control Board (SWRCB); a regulatory agency with jurisdiction over Work.
SWPPP	Storm Water Pollution Prevention Plan.
BMP(S)	Best Management Practice(s).
ASTM	American Society for Testing Materials; current designation.
AASHO	American Association of State Highway Officials; current designation.
AWWA	American Water Works Association; current designation.
SSPC	Steel Structures Painting Council; current designation.
NSF	National Sanitation Foundation.
DAY	All references to “day” are meant to be calendar day unless noted.

1.3 BONDS.

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

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

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

1.4 WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

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

1.5 COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

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

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

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

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

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

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

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

- B. Automobile Liability. Two million dollars (\$2,000,000) per accident for bodily injury and property damage.

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

- A. The Agency, and its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent, if approved in writing, for general liability coverage) with respect to: liability arising out of (i) any and all construction activities, including those related to the Work and ongoing operations performed by or on behalf of the Contractors; (ii) the completed operations or completed products; (iii) use of premises owned, occupied or used by or on behalf of the Contractor; (iv) use of any vehicles owned, leased, hired or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers.

- B. For any claims related to this Work, the Contractor's insurance shall be the primary insurance with respect to the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers. Any insurance, self-insurance, or other coverage maintained by the Agency, and its directors, officers, employees, subcontractors, design professionals or authorized agents and volunteers shall not contribute to any claims related to this Work.
- C. Contractor's failure to comply with reporting or other provisions of the insurance policies including breaches of warranties shall not affect coverage provided to the Agency, and its directors, officers, subcontractors, design professionals, employees, or authorized agents and volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by: (i) the insurance carrier, except after 10 days for non-payment of premium, or (ii) the Contractor, except after thirty (30) days prior written notice by U.S. mail has been given to the Agency.
- F. If any policy is cancelled for any reason, the Insurance carrier shall provide written notice of such cancellation within three (3) business days to all those named on the Additional Insured endorsements.
- G. The Contractor shall waive all rights of subrogation against the Agency, and its directors, officers, employees, or authorized agents and volunteers for any liability arising out of this Agreement.

1.6 GENERAL INSURANCE REQUIREMENTS.

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

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

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

The Contractor shall, upon demand of the Agency, deliver to the Agency the complete insurance policy (or policies), including any and all endorsements, and the receipts for payment of premiums, within three (3) business days of such demand.

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

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

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

1.7 INDEMNIFICATION.

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

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Contractor and/or Agency, or any directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, including the completed operations, work to be performed under this Agreement, including the completed operations, however caused, regardless of any negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers, except the willful misconduct or active negligence of Agency or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Contractor's obligations under the Agreement. Such costs, expenses, and damages shall include all costs and attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

.2. CONTRACTOR TO DEFEND AGENCY. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Agency or its

directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers.

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

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

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Agency, or its directors, officers, employees, subcontractors, Engineer, design professionals or authorized agents and volunteers.

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

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

1.8 RATES AND WAGES.

The contractor and subcontractors shall not pay less than the prevailing rates of wages. Pursuant to the Statutes of the State of California, the Agency has ascertained and determined the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which this Work is to be performed for each craft or type of workman or mechanic needed to execute the Contract. The prevailing wage rate for this Work are on file at the Agency's principal office, which shall be made available to any interested party on request. The prevailing wage rate is also available on the Internet at <http://www.dir.ca.gov/dlsr/pwd>. If those prevailing rates should change during the term of the Contract, the altered rates shall apply to the Work performed after the date of change. The attention of the Contractor is directed to Section 1770 through Section 1780 of the Labor Code, which provides that the Contractor shall forfeit as penalty to the Agency, up to \$200.00, as determined by the Labor Commissioner, for each calendar day or portion thereof for each workman (whether employed by the Contractor or subcontractor), paid less than the stipulated prevailing rates for any Work done under the Contract in violation of the

provisions of such Labor Code. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wages set forth in the Contract Document. A possibility of wage increases is one of the elements to be considered by the Contractor in determining his proposal and will not under any circumstances be considered as a basis of a claim against the Agency on the Contract. Sections 1810 through 1814 of the Labor Code provide that eight (8) hours labor constitutes a legal day's work. The contractor or subcontractor shall forfeit as penalty to the Agency \$25.00 for each workman employed in the execution of the Contract by the respective contractor or subcontractor for each calendar day during which any workman is required or permitted to labor for more than eight (8) hours in violation of the provisions of the Labor Code except as provided for in Section 1815 of the Labor Code.

1.9 LABOR REQUIREMENTS.

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

1.10 PROGRESSIVE ESTIMATES.

Within ten (10) days of each calendar month, the Contract Officer (or designee) will make in writing and certify to the Agency an estimate which in his opinion is just and fair of the amount and value of the Work completed by the Contractor during the preceding month in the performance of the Contract. In case of Work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of Work for which a lump sum is named in the Contract, the Contract Officer (or designee) may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within twenty (20) calendar days after the execution of the Contract Agreement in a form acceptable to the Contract Officer (or designee). No payment will be made to the Contractor until such schedule has been submitted to and approved by the Contract Officer. To the figure thus arrived at shall be added any amounts due the contractor for extra Work and the amount of any approved claims for extra cost to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed and from the remainder there shall be further deducted any amounts due the Agency from

the Contractor for supplies or materials provided or services rendered and any other amounts that may be due the Agency under the terms of the Contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for the period. Partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Contract Officer (or designee), the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Contract.

1.11 PROGRESS PAYMENTS.

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

- D. The Contractor shall comply with and is subject to the provisions of Public Contract Code Section 7200 et seq, pertaining to retention proceeds withheld from a subcontractor.

1.12 ACCEPTANCE AND FINAL PAYMENT.

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

Contractor, or by the Contractor from any subcontractor, shall be subject to the following:

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

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

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

1.13 QUANTITIES AND UNIT PRICES.

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

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

1.14 MEASUREMENT OF QUANTITIES.

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

1.15 RESOLUTION OF CLAIMS.

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

1.16 DISPUTES.

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

1.17 EXTRA WORK.

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

- A. By estimate and acceptance in a lump sum.
- B. By unit prices named in the Contract or subsequently agreed upon.
- C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra Work:
 - 1. Direct Labor Costs: Charges for cost of all of the labor provided and used by the Contractor shall be made for manual classification up to and including general foremen. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Time Keepers and

Maintenance Mechanics. The time charged to extra Work shall be subject to the daily approval of the Contract Officer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Notice to Bidders. No time or charges will be allowed except when the men are actually engaged in the proper, efficient and diligent performance or completion of the extra Work as authorized. Overtime shall not be worked without prior approval by the Contract Officer.

2. **Equipment Costs:** Charges for the rental and operations of the equipment provided and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of one thousand dollars (\$1,000.00) or less. Equipment time charges must be subject to the daily approval of the Contract Officer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Contract Officer and Contractor prior to commencement of the extra Work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra Work as authorized.
3. **Material Costs:** Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the Extra Work Order and the actual use verified by the Contract Officer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification use of such materials by the Contract Officer.
4. **Tools, Supplies, Overhead, Supervision, and Profit.** A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of fifteen percent (15%) of the total direct Labor Costs, Equipment Cost and Material Costs, as defined above. A maximum charge of an additional five percent (5%) for the prime contractor if Work is performed by a subcontractor. In the case of joint ventures, each party is considered a prime contractor.
5. Any extra Work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

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

1.18 CLAIMS FOR EXTRA WORK.

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

1.19 CONTRACT CHANGES AND PAYMENT THEREON.

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

1.20 ASSIGNMENTS.

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

1.21 SUBCONTRACTS.

The Contractor shall comply with the "*Subletting and Subcontracting Fair Practices Act*" of the Public Contracts Code. Each bidder shall set forth in his Proposal the name and the location of the place of business of each subcontractor who will perform Work or labor or render service to the General Contractor in or about the construction of the Work in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of Work which will be done by each such subcontractor. Only competent subcontractors shall be employed on the Work. Workers whom the Contract Officer determines to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform Work properly and acceptably shall be immediately removed from the Work by the Contractor at the direction of the Contract Officer. No changes will be allowed from the approved subcontractor list without the written approval of the Contract Officer. The Contractor agrees that he/she/it is fully responsible to the Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he/she/it is for the acts

and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Agency.

1.22 SEPARATE CONTRACTS.

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

1.23 LIENS OR STOP PAYMENT NOTICES.

Neither the final payment nor any part or the retained percentage shall become due until the Contractor delivers to the Agency a complete release of all liens or stop payment notices arising out of this Contract, or receipts in full in lieu thereof and in either case, an affidavit that so far as he/she/it has knowledge or information, the releases and receipts include all the labor and material for which a lien or stop payment notice could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish either: (1) a bond satisfactory to the Agency, to indemnify the Agency against any lien or stop payment notice; or (2) securities pursuant to Section 1.25 below. If any lien or stop payment notice remains unsatisfied after all payments are made, the Contractor shall refund to the Agency all monies that the latter may be compelled to pay in discharging such a lien or stop payment notice, including all costs and a reasonable attorney's fee. The provisions outlined in Public Contract Code Section 7107 shall be a part of any action taken on liens or stop payment notices.

1.24 CONTRACTOR'S RIGHT TO SUBSTITUTE SECURITIES.

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

1.25 AGENCY'S RIGHT TO TERMINATE CONTRACT.

- A. If the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, if a receiver should be appointed on account of his insolvency, or if he/she/it should fail to meet the requirements of the Contract, the Agency upon the certificate of the Contract Officer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, provide the Contractor with written notice terminating the Contractor's employment under this Contract. Upon receipt of such notice, the Contractor shall preserve site construction materials and equipment and undertake immediate steps to remedy such default. If the Contractor fails to remedy such default within seven (7) calendar days after receipt of such written notice, the Agency may terminate the Contractor's employment and take possession of the premises and of all materials, tools and appliance thereon and finish the Work by whatever method the Agency may deem expedient. Upon such action the Contractor shall cooperate with the Agency in all respects in order to allow the Agency to proceed to completion of the Work. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Agency. The expense incurred by the Agency as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Agency.
- B. The Agency may terminate the Contract upon ten (10) days written notice to the Contractor, if Agency finds reasons beyond the control of the parties, which make it impossible, or against Agency's interest to complete the Work. In such a case, the Contractor shall have no claims against the Agency, except for the value of the Work performed to the date of the termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the Work. The value of the Work performed and the cost of materials and shipment delivered to the site shall be determined by the Contract Officer in accordance with the procedure prescribed for the making of a final estimate and payment.

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

If all of the Work of the Project shall be stopped under an order of any court or other public authority for a period of three (3) calendar months through no fault or act of the Contractor or of any employee, subcontractors or agents of the Contractor, then the Contractor may on seven (7) days written notice to the Agency

elect to terminate this Contract and recover from the Agency payment for all Work executed to such date of election, any losses sustained on any plant or material and a reasonable profit on the Work completed or done by the Contractor to the date of such written notice. This shall be the sole remedy of the Contractor under this Contract against the Agency, the Engineer, their agents or employees, but the Contractor shall retain all rights and causes of action against any other party than the forenamed for interference with the Contract.

1.27 CONTRACTOR'S UNDERSTANDING.

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

1.28 DRAWINGS AND SPECIFICATIONS FURNISHED.

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

1.29 DRAWINGS AND SPECIFICATIONS ON THE WORK.

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

1.30 OWNERSHIP OF DRAWINGS.

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

1.31 CONFLICTS BETWEEN THE SPECIFICATIONS AND THE DRAWINGS.

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

1.32 SUPERINTENDENCE AND SUPERVISION.

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

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

1.33 TOOLS AND EQUIPMENT.

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

1.34 INSPECTION OF WORK.

The Agency and their authorized agents, as well as the Engineer and his representatives shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Contract Officer's instructions, law, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Contract Officer (or designee) timely notice

of its readiness for inspection and, if the inspection is by an authority other than the Contract Officer (or designee), of the time fixed for such inspection. Inspections by the Contract Officer (or designee) shall be made promptly and where practicable, at the source of supply. If any Work should be performed without approval or consent of the Contract Officer (or designee), it must, if required by the Contract Officer, be exposed for examination at the Contractor's expense, irrespective of whether the Work exposed is found to be defective or not. Re-examination of questioned Work may be ordered by the Contract Officer, and if so ordered, the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the Agency will pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless he shall show that the defect in the Work was caused by another contractor, and in that event, the Agency will pay such cost. The inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Contract Officer (or designee) and accepted or estimated for payment. If the Work, or any part thereof, shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall within ten (10) calendar days make good such defect without compensation in a manner satisfactory to the Contract Officer. If the Contractor shall fail or neglect to make ordered repairs of defective Work or to remove condemned materials from the Work within ten (10) calendar days after direction by the Contract Officer in writing to do such repair Work or remove such materials, the Agency may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

1.35 SAMPLES AND TESTS.

At the option of the Contract Officer (or designee), the source of supply of each of the materials shall be approved by Contract Officer (or designee) before the delivery is started and before such material is used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the Work for testing or examination as requested by the Contract Officer (or designee). All tests of materials provided by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations and such special methods and tests as are prescribed in these Specifications. The Contractor shall provide the Agency three certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a

representative of the Agency shall not be incorporated in the Work, unless the Contract Officer shall have notified the Contractor in writing that such testing and inspection will not be required. The Contractor shall provide, without charge, such samples of materials as are requested by the Contract Officer (or designee). No material shall be used until it has been approved by the Contract Officer (or designee). Samples will be secured and tested whenever necessary to determine the quality of the material. Independent inspection and/or testing of Work and materials may be required as a part of this contract and may be specified in the appropriate subsection. The inspection of materials shall not relieve the Contractor of the obligations under the Contract, and the Contractor shall replace or repair such equipment, materials, or Work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the guaranty period.

1.36 CONTRACT OFFICER'S STATUS.

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

1.37 PROTECTION OF WORK AND PROPERTY.

The Contractor shall maintain continuously adequate protection, including the erection of temporary fences if required, of all his Work from damage and shall protect private landowner or Agency property from injury or loss arising in connection with this Contract. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Agency. Contractor shall protect adequately adjacent property which shall include livestock and crops.

Contractor shall provide and maintain all right-of-ways, passageways, barricades, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall use extreme care during construction to prevent damage from dust to adjacent property. The Contractor shall sprinkle the right-of-way or take other dust abatement preventive measures as directed by the Contract Officer (or designee). The Contractor shall be responsible for all damage or injury, which may be caused on any property by trespass by the Contractor or his employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor. The Contractor shall be responsible for any damage caused by drainage or storm water run-off from construction areas and from construction plant areas. In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Contract Officer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she/it shall so act, without appeal, if so instructed or authorized.

1.38 RESPONSIBILITY FOR REPAIR OF WORK.

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

1.39 RESPONSIBILITY REGARDING EXISTING UTILITIES, STRUCTURES AND PRIVATE PROPERTY.

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

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

site of the construction; provided, however, nothing herein shall relieve the Agency from identifying main or trunk-lines in the Plans and Specifications.

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

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

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

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

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

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

1.40 LAWS TO BE OBSERVED.

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

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

1.41 SANITATION.

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

1.42 SAFETY.

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

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

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

1.43 ACCIDENTS.

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the Work. The Contractor must promptly report in writing to the

Agency all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contract Officer and the Agency. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Agency, giving full details of the claim.

1.44 NON-DISCRIMINATIONS OF EMPLOYMENT.

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

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

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

1.45 FAIR EMPLOYMENT PRACTICES.

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

1.46 MINORITY AND SMALL BUSINESS PARTICIPATION.

Positive efforts shall be made by the Contractor to utilize small business and minority owned business sources of supplies, service and Work. Positive efforts

should be such as to allow such sources the maximum feasible opportunity to compete for all Work.

1.47 POLLUTION.

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

1.48 CLIMATIC CONDITIONS.

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

1.49 RIGHTS-OF-WAY.

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

1.50 ROYALTIES AND PATENTS.

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

1.51 PERMITS AND RESPONSIBILITIES.

The Contractor shall, without additional expense to the Agency, obtain all licenses and permits, unless specified otherwise, required for the prosecution of his Work. Copies of all such licenses and permits shall be provided to the Agency before commencement of such Work. Contractor shall be responsible for all damages to

persons or properties that occur as a result of his fault or negligence in connection with the prosecution of the Work.

1.52 TAXES AND FEES.

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

1.53 DELAYS AND EXTENSION OF TIME.

If the Contractor be delayed at any time in the progress of the Work by any act or neglect of the Agency or its agents or employees, or by any other contractor employed by the Agency, or by changes ordered in the Work, or by strikes, lockouts, fire, climatic conditions, unusual delay in transportation, Act of God, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Contract Officer, or by any cause which the Contract Officer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Contract Officer may order in writing. No such extension shall be made for delay occurring more than seven (7) calendar days before claim, therefore, is made in writing to the Contract Officer. In the case of a continuing cause of delay, only one claim is necessary. If no schedule or agreements stating the dates upon which Drawings shall be provided is made, then no claim for delay shall be allowed on account of failure to provide Drawings until two (2) weeks after demand for such Drawings and not then unless such claim be reasonable. If the Contractor disagrees with the Contract Officer's decision, the Contractor may file a claim pursuant to Section 1.16, Resolution of Claims. Provided that if no such claim is filed, the decision of the Contract Officer shall be final and conclusive.

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

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

1.55 CLEAN-UP.

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the Work, the Contractor shall remove from the vicinity of the Work all buildings, unused materials, rubbish, staged materials, and other like items, belonging to him or used under his direction

during construction, and in the event of his failure to do so, the same may be removed by the Agency after ten (10) calendar days notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore. No direct payment will be made to the Contractor for any clean-up Work, but all compensation, therefore, shall be included in the prices bid in the schedule for the various items of Work.

SECTION 2

SPECIAL CONDITIONS

2.1 AMENDMENT TO GENERAL CONDITIONS.

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

AMENDMENTS to SECTION 1.2:

USACE	The USACE will not be a regulatory agency with jurisdiction over Work.
CDFW	The California Department of Fish and Wildlife (CDFW) will not be a regulatory agency with jurisdiction over Work.
RWQCB	The RWQCB will not be a regulatory agency with jurisdiction over Work.
SWPPP	Although a Storm Water Pollution Prevention Plan will not be required for this Work as the disturbed area is not significant and is replacing an existing fence, the Contractor shall still implement appropriate SWPPP practices.

2.2 REQUIREMENTS.

It is required that there be completed in accordance with the Contract Documents the Peterson Ranch Cattle Fencing for the Solano County Water Agency (Agency).

2.3 DESCRIPTION OF THE WORKSITE.

The Worksite is located in Solano County, California near the intersection of Hwy. 113 and Robinson Road between the cities of Dixon and Rio Vista. The work consists of constructing cattle fencing along the property line of the Peterson Ranch parcels owned by the Agency.

2.4 DESCRIPTION OF THE WORK.

Work consists of removing old dilapidated cattle fencing, and constructing new 5-strand barbed wire cattle fencing along the property lines surrounding the Peterson Ranch parcels owned by the Agency. The property lines will be staked by the Agency.

2.5 COMMENCEMENT, PROSECUTION, COMPLETION OF WORK.

The Contractor shall begin and complete all work within the time stated in the Instructions to Bidders. The capacity of the Contractor's construction plant, operating sequence and methods, and forces and equipment employed shall, at all times during the continuance of the Contract, be subject to approval by the Contract Officer to ensure the completion of the work within the dates specified.

2.6 ORDER OF COMPLETION.

The Contractor shall submit to the Contract Officer within fourteen (14) days after the date of the Notice to Proceed, a Project Schedule which shall show the date in which the Contractor will start the work and estimated date of completion. Order of Completion is at the discretion of the Contractor.

2.7 WORK DETAILS, OPTIONS, AND CONSTRAINTS.

The property lines will be staked by the Agency, for the fence alignment. The Contractor will need to remove and push-over the existing fence onto the adjacent CDFW property. Before fence installation, the Contractor will need to conduct some vegetation removal and site preparation. For fence installation, the Contractor will need to traverse across several sections that will require additional supports and braces including corner points, cross drainages and marsh areas. The Contractor will also need to tie in the new fence into the existing fence at the property corner at Hwy. 113.

For site access, the paths/roads to reach the fence alignment are not all-weather. Once the winter storm-season begins, access could be significantly limited from December through March, all dependent on weather conditions.

Attendance at an Agency Job Showing, outlined in Section 2 of the Instructions to Bidders, is mandatory. The primary purpose is to make sure all bidding Contractors or Subcontractors are familiar with the site, access locations/routes, and to observe the locations where additional bracing and effort may be required.

2.8 PRECONSTRUCTION CONFERENCE.

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

2.9 PROVISIONS BY THE CONTRACTOR.

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

2.10 PROVISIONS BY THE AGENCY.

The Agency can provide the following list of fencing materials. These materials are not required to be used, but can be provided at the Contractor's request.

- 4-point barbed wire, 1320-foot roll (10 rolls); and
- T-posts and clips (500 posts/clips).

2.11 ACCESS TO THE WORK.

The Contractor shall access the site as directed by the Agency. Control and restriction of public access to the property shall be the Contractor's responsibility. Contractor shall daisy-chain in a lock to all access points to allow access for themselves to the job site, and ensure all access points are closed and locked at the conclusion of each day.

2.12 COOPERATION WITH LOCAL LANDOWNERS.

The Contractor shall coordinate his/her work, to minimize any negative impacts to the Agency's Tenant, who is actively grazing cattle on the property, as well as minimize any negative impacts to nearby adjacent landowners.

2.13 SURVEYS, LINES, AND GRADES.

Agency will provide construction staking for the fence alignment. Notify Construction Manager of any additional staking needs at least 48-hours in advance of need. Report any discrepancy found in the lines, dimensions, or elevations to the Contract Manager immediately.

2.14 EXISTING UTILITIES.

There are some existing utilities within the fence alignment, including PG&E high voltage transmission lines and PG&E natural gas lines. However, due to the limited height and depth of the fence line, there should be minimal impact on the existing utilities. However, the Contractor will need to be aware of the utility locations and exhibit appropriate safety standards. The Contractor is responsible to USA the entire site, and notify the Agency immediately if any utilities are found at the project site which will create problems during construction.

2.15 LIQUIDATED DAMAGES.

Agency and the Contractor agree and stipulate that damage will be sustained by the Agency from any delays in the performance of this Contract, and it is currently contemplated by the parties, and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Agency will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Agency by such a delay under these circumstances and to agree

and stipulate by this Contract that the sum of two hundred fifty dollars (\$250) per day for each and every additional calendar day beyond the full time of completion provided to complete all Work on the project has been agreed to by the parties as a fair estimate of the damage to be suffered by the Agency from and as a direct result of additional delays. The time set for completion of Work is set forth in the Instructions to Bidders.

2.16 GUARANTY.

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

2.17 EXPLOSIVES.

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

2.18 WATER AND AIR POLLUTION REQUIREMENTS.

The Contractor shall implement all possible measures to minimize any potential impacts on water quality.

- (1) All Contractor fuels, oils, greases, and other petroleum products shall be stored away from any tributary drainage or marsh areas.

(2) All Contractor vehicles and equipment shall undergo periodic inspection and maintenance to minimize the potential of leaks or spills of oils, grease, or hydraulic fluid.

The Contractor shall comply with all laws set by the Yolo–Solano Air Quality Management District regarding smoke and dust generated within the project area.

2.19 PLANS AND DRAWINGS.

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

Sheet No.	Title	Dwg. No.
1	Location Map	L-1
2	Aerial Photo / Site Plan	AP-1
3	Plan & Profile View	PV-1
4	Fence Details	FD-1
5	L&M Surveyors, Property Lines, Sheet 1 of 2	LM-1
6	L&M Surveyors, Property Lines, Sheet 2 of 2	LM-2

SECTION 3

CATTLE FENCING

3.1 GENERAL.

The Contractor shall provide all labor, materials, and equipment required to finish and erect the cattle fencing. The fence shall be constructed in the locations shown on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer. The route of the fence is indicated on the drawings, and will be staked out in the field. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail.

3.2 FENCE REMOVAL.

The existing fence will be removed and pushed onto the CDFW's property. All wire, posts, braces, and other fence material will be removed from the ground and pushed sufficiently away from the property line to allow for the successful installation and inspection of the new cattle fencing, and with sufficient spacing to prevent future damage to the new cattle fencing.

3.3 CLEARING AND GRUBBING.

The site of the new fence shall be sufficiently cleared of obstructions, and surface irregularities shall be graded so that the fence will conform to the general contour of the ground. The fence line shall be cleared to a minimum of 10 feet on each side of the centerline of the fence. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions which will interfere with proper construction of the fence. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other material acceptable to the Engineer and shall be compacted properly. Stumps or woody vegetation can be chipped and leveled onsite. Weedy vegetation free of debris, can be smoothed and leveled onsite. All other debris, will need to be removed and hauled offsite. The work shall include the handling and disposal of all material cleared, excavated or removed, regardless of the type character, composition, or condition of such material encountered.

3.4 FENCE MATERIALS.

.1. WIRE. Wire shall be two-strand twisted No. 12.5 ASW gauge galvanized steel wire with 4-point barbs of No. 14 ASW gauge galvanized steel wire. The barbs shall be spaced no more than 5 inches apart. A total of 5 strands of 4-point barbed wire will be used for the fence.

.2. LINE POSTS, TYPICAL. Line posts shall be new, steel, painted or galvanized, studded, with anchors, 6-feet tall, heavy duty #1.33 (weight per one foot length) T-section posts. Line posts will be driven a minimum of 18-inches in the ground. Line posts will be spaced on 16-foot centers.

.3. LINE POSTS, CONCRETE. Every 64-feet (every 4 T-posts), 3-inch, galvanized, circular steel posts, 8-feet tall, will be installed. The circular steel posts will be set in concrete to a minimum depth of 42-inches, in 8-inch diameter holes.

.4. STAYS. Stays shall be 12.5 gage twisted galvanized wire installed between line posts, when line post distance exceeds 15-feet. Stay length shall be sufficient for attachment to all fence wires while maintaining correct wire spacing.

.5. BRACES AND POSTS. All corner, end, pull, and brace posts will be 4-inch, galvanized, circular steel posts, 8-feet tall. All vertical, circular steel posts will be set in concrete to a minimum depth of 42-inches, in 8-inch diameter holes. All galvanized steel material set in concrete shall have a protective coating (paint, etc.) that will not react with the concrete. All diagonal brace members will be 3-inch, galvanized, circular steel posts. The diagonal braces will have a minimum length of 8-feet. A summary of the brace and post member criteria is listed below.

Member	Pipe Diameter (inches)	Min. Length (feet)	Min. Weight (lb/feet)	Min. Depth in Ground (inches)
Corner Post	4	8	9.11	42
End Post	4	8	9.11	42
Brace/Pull Post	4	8	9.11	42
Line Post (Conc.)	3	8	5.79	42
Line Post (Typ.)	T-Post	6	1.33	18
Diagonal Brace	3	8	5.79	N/A

.6. BRACE/PULL POSTS. Brace or Pull Posts shall be installed at a maximum interval of 1,320-feet.

.7. DIAGONAL BRACE. Diagonal braces are required at all corners, ends, gates, pull posts, and definite angles or changes in elevation in the fence line (15-degrees or more). The specific bracing criteria is listed below.

.8. ANCHOR BLOCK. All corner, end, pull and brace posts shall have diagonal braces that shall be set in a concrete anchor block. The anchor block shall have minimum dimensions of 18”L x 8”D x 18”H as shown in the plans and should extend at least one inch below the bottom of the post. All galvanized steel material set in concrete shall have a protective coating (paint, etc.) that will not react with the

concrete. The concrete anchor block shall be mounded above the soil surface to prevent water from ponding around the base of the post.

.9. END CAPS. All vertical steel pipe posts, including line, corner, end, and brace posts will be fitted with galvanized steel, water tight end caps.

3.5 ADDITIONAL DETAILS.

.1. POST LENGTH. The various posts shall extend a minimum of 2-inches above the top of the fencing material used.

.2. HIGH & LOW POINTS. Line posts shall be set at significant high and low points along the fence to maintain proper wire height. Distance between line posts shall not exceed the maximum spacing detailed above.

.3. GALVANIZED. All steel material shall be hot dip galvanized.

.4. STEEL TYPE. All steel posts shall be constructed of high carbon steel.

.5. T-POST ANCHORS. All T-Posts shall be installed so the anchor is completely below ground level.

.6. WIRE ATTACHMENT. Fasten each line of barbed wire to each line post. Use wire ties or clips to fasten the wires to metal posts according to the post manufacturer's instructions. Wire ties used to fasten barbed wire to metal posts must be at least 11 gauge galvanized wire. Clips and hog rings used for metal posts must be at least 9-gauge galvanized wire. Secure all wires to line posts to maintain horizontal alignment and spacing.

.7. SIDE OF ATTACHMENT. Fence materials shall be attached to the post on the side receiving the greatest pressure from livestock.

.8. EXISTING FENCE CONNECTIONS. Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner post or anchor post will be set at the junction and braced and anchored the same as described for corner post.

.9. SPLICING WIRE. Splicing in barbed wire will be permitted if made with an approved galvanized bolt-clamp splice or a wire splice made as follows: The ends of each wire shall be carried 3-inches past the splice tool and wrapped around the other wire for at least six turns in opposite directions. After the tool is removed, the space occupied by it shall be closed by pulling the ends together. The unused ends of the wire shall be cut close to make a neat, workmanlike job.

.10. WIRE TENSION. Stretch barbed wire and fasten to each steel end, pull, or corner post. Apply tension according to the manufacturer's instructions using a mechanical stretcher or other device designed for such use. If no tension is specified by the manufacturer, use 250-lb for the required tension. Do not use a motorized vehicle, truck, or tractor to stretch the wire.

.11. WIRE TERMINATION. Terminate barbed wire at each end, corner, and pull post. Attach barbed wire to each steel end, corner, and pull post by wrapping each horizontal strand around the post and tying it back on itself with at least 4 tightly-wound wraps.

3.6 MEASUREMENT AND PAYMENT.

Payment will be comprised of four (4) line items, which are listed in the Bid Schedule and briefly summarized below. In addition, two Optional Add-On items are shown in the Bid Schedule, and described below. The Optional Add-On items are not part of the Bid Schedule Total.

.1. MOBILIZATION & DEMOBILIZATION. This mob./demob. payment item is comprised of the initial and final effort required to mobilize and demobilize labor, equipment, materials, and other items to and from the job site location. This payment item is a lump sum item.

.2. REMOVE EXISTING FENCE. This fence removal payment item is comprised of the labor, equipment, materials, and other items pertaining to removing and pushing the existing fence on to the CDFW property. This payment item is a lump sum item.

.3. SITE PREPARATION, CLEARING & GRUBBING, AND VEG. REMOVAL. This Site Preparation payment item is comprised of the labor, equipment, materials, and other items required to prepare the site for fence removal, including tree removal, and to conduct all clearing & grubbing efforts required to support fence installation. This payment item is a lump sum item.

.4. F&I 48" TALL, 5-STRAND BARBED WIRE FENCE. This Furnish & Install (F&I), 48-inch Tall, 5-Strand Barbed Wire Fence, is comprised of the labor, equipment, materials, and other items required to F&I the entire fence line, T-posts, line posts, corner posts, brace posts, diagonal bracing, concrete embedment of posts and bracing, barbed wire, wire connectors, and other related appurtenances. Payment of the fence will be at the unit price bid therefore in the Schedule for the linear feet of fence erected. The quantity listed in the Bid Schedule is approximate.

The payment quantity for Fence will be based on actual linear length of fence measured: (1) parallel to the ground slope, and (2) along the fence.

.O-1. HAUL AWAY EXISTING FENCE. This optional payment item, is comprised of the additional labor, equipment, materials, disposal, and other items for complete off-site removal of the existing fence, above & beyond Item #2 in the Bid Schedule. Payment of this option would be lump sum, and would be paid in addition to Item #2 in the Bid Schedule.

.O-2. FENCE SIMPLIFICATION. This optional payment item would be a Credit back to the Agency, and is comprised of the savings and reduced effort if the Fence specifications were changed to (i) allow for the use of non-galvanized steel for all line posts and (ii) eliminate the use of End-Caps by filling the center of each circular line post with concrete. End, pull, and corner posts would still be galvanized with end cap. Payment of the Fence Simplification item will be at the unit price bid therefore in the Schedule, and on the final quantity measured for Item #4 above. If the Agency chooses to utilize this add-on item, the Contractor will be paid the total sum of Item #4 and Item O-2 (which will be a credit to the Agency).