A Tradition of Stewardship
A Commitment to Service

NAPA COUNTY
DEPARTMENT OF PUBLIC WORKS
1195 THIRD STREET, ROOM 101
NAPA, CALIFORNIA 94559

SPECIFICATIONS

FOR

STEELE CANYON ROAD MPM 2.25, RDS 20-41
2020 FIRE DAMAGE REPAIR – RETAINING WALL

NOTICE TO CONTRACTORS

CONTRACT FOR CONSTRUCTION

PROPOSAL FORM

SPECIAL PROVISIONS

Section "A" – General Conditions

Section "B" – General Requirements

Section "C" - Technical Specifications

Contractor shall possess a Class 'A' License at the time of contract award.

MANDATORY PREBID MEETING: 11 AM, SEPTEMBER 15, 2020

AT STEELE CANYON ROAD MPM 2.25

LAST DAY FOR QUESTIONS: 12 PM, SEPTEMBER 17, 2020

BID OPENING: 11:30 AM, SEPTEMBER 24, 2020

LICENSED PROFESSIONAL ENGINEER
JUAN S. ARIAS
NO. C63365
CIVIL
STATE OF CALIFORNIA

Exp: 9/30/22

Approved _____
Juan S Arias County Engineer RCE No. C63365

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Report is from 2008 construction project and is for informational purposes only.

NAPA COUNTY
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

Proposals shall be submitted under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked will be rejected. Sealed proposals will be received at the office of the Clerk of the Board of Supervisors, Napa County Administration Building, 1195 Third Street, Room 310, Napa, California, until 11:30 A.M. by **September 24, 2020 (no bids will be accepted after 11:30 A.M.)** after which they will be opened and read under the social distancing protocol in enforcement at the time, for the construction in accordance with the Plans and Special Provisions thereto, to which special reference is made as follows:

STEELE CANYON ROAD MPM 2.25
2020 FIRE DAMAGE REPAIR-RETAINING WALL
RDS 20-41

Engineer Estimate: $120,000

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered. In conformance with Public Contract Code Section 20129, bids must be valid for 60 days from the date bids are opened. Bid documents and any addendums are available at https://www.countyofnapa.org/1607/Current-Projects. **Bidders are responsible for monitoring issued addendums at this website.**

Bid results of the three apparent low bidders with their subcontractor's list will be on the above website the following day after the bids are publicly opened and read.

The Plans and Specifications may be seen at the office of the Napa County Department of Public Works, 1195 Third Street, Room 101, Napa California. Plans, Special Provisions (excluding State Standard Specifications and other documents included by reference), Proposal Forms and Contract Forms may be obtained at said office by prospective bidders to those licensed by the State of California for the type of work involved, may be found electronically for no fee on the County website at https://www.countyofnapa.org/1607/Current-Projects.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the Public Works Office for review at least 10 Days before the time specified for bid opening. This submission deadline shall control over the timeline set forth in Section 6-1.05 of the Standard Specifications.

In accordance with Section 1771.1 of the Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public works, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file with at the Public Works Office and may be reviewed upon request. In accordance with the

provisions of Section 1774 of the Labor Code, the prevailing wage rate for classifications of Labor to be employed in the work have been determined by the Napa County Board of Supervisors and is included in the Special Provisions referred to above.

No bid will be considered unless it is made on a blank form furnished by the County Engineer of Napa County and is made in accordance with the provisions of the proposal requirements and conditions set forth under the Standard Specifications of the State California, Department of Transportation, except as modified in the above referred to Special Provisions.

A bid guarantee in the amount of 10% of the total bid shall accompany the bid.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100% of the contract price and a Labor and Material Bond in an amount equal to 100% of the contract price with good and sufficient surety.

Each bidder must be licensed as required by law.
The Contractor shall possess a Class "A" license at the time of contract award.
The Contractor and Sub-Contractor shall be registered with the State of California Department of Industrial Relations (Public Works Contractor (PWC) Registration) at the time of bid opening.

A **mandatory prebid meeting** is required to participate in bidding as the prime contractor for this project. The prebid meeting will be held at the project site Steele Canyon Road at Mile Post 2.25 near address 9321 Steele Canyon Road, N38d28'04.71" E-122d10'54.09" September 15, 2020, 11:00 A.M.;

All questions must be received by mail, or e-mail to James Reese (JAMES.REESE@countyofnapa.org), Napa County Public Works, 1195 Third St. Room 101, Napa, CA 94559, **by September 17, 2020, 12:00 P.M.**

The Board of Supervisors reserves the right to reject any or all bids.

NAPA COUNTY CLERK OF THE BOARD OF SUPERVISORS

NAPA COUNTY AGREEMENT NO. _____

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this _____ day of **_____,** _____ by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **_____.,** hereinafter referred to as "CONTRACTOR";

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as **STEELE CANYON ROAD MPM 2.25, RDS 20-41, 2020 FIRE DAMAGE REPAIR – RETAINING WALL**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled **STEELE CANYON ROAD MPM 2.25, RDS 20-41, 2020 FIRE DAMAGE REPAIR – RETAINING WALL**, the Bid submitted by Contractor ("Bid Proposal"), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation ("Standard Specifications"). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not been deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans,

Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

STEELE CANYON ROAD MPM 2.25 LNU FIRE EMERGENCY RETAINING WALL REPAIR

STEELE CANYON ROAD MPM 2.25, RDS 20-41, FIRE DAMAGE REPAIR - RETAINING WALL					
AGENCY: COUNTY OF NAPA					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL**
A. GENERAL CONDITION					
1	Mobilization	LS	1		
2	Clearing And Grubbing	LS	1		
3	Traffic Control	LS	1		
4	Erosion And Sediment Control	LS	1		
B. CONCRETE RETAINING WALL					
1 F	Structure Excavation (Replace Lagging and Pile Cap)	CY	18		
2 F	Concrete Cap Removal	LF	90		
3 F	Pervious Backfill Material (Retaining Wall)	CY	9		
4 F	Drainage Fabric	SY	93		
5 F	Structural Concrete, Retaining Wall Cap	CY	5		
6 F	Precast Concrete Lagging	SF	830		
7 F	Bar Reinforcing Steel (Retaining Wall Cap)	LB	200		
8 F	Cable Railing	LF	90		
TOTAL BASE BID					
TOTAL BASE BID (WRITTEN)					
'F' Denotes Final Pay Items					

IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

NAPA COUNTY, a political subdivision of
the State of California

By_____
Steve Lederer, Director of Public Works
Board of Supervisors

"COUNTY"

By_____

By_____

"CONTRACTOR"

APPROVED AS TO FORM Office of County Counsel By: _____ County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By:_____

NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. *If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.*

PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

TO THE NAPA COUNTY
BOARD OF SUPERVISORS

FOR:

STEELE CANYON ROAD MPM 2.25,
2020 FIRE DAMAGE REPAIR – RETAINING WALL

RDS 20-41

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE ( ) _____

FAX NO: AREA CODE ( ) _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are entitled:

NAPA COUNTY
STATE OF CALIFORNIA
SPECIAL PROVISIONS FOR

STEELE CANYON ROAD MPM 2.25,
2020 FIRE DAMAGE REPAIR – RETAINING WALL

RDS 20-41

The project plans for the work to be done are part of the special provisions.

Bids are to be submitted for the entire work. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the NAPA COUNTY'S Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for the basis of comparison of proposal, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth for this project.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of NAPA COUNTY and that discretion will be exercised in the manner deemed by NAPA COUNTY to best protect the public interest in the prompt and economical completion of the work. The decision of NAPA COUNTY respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to NAPA COUNTY, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from NAPA COUNTY that the contract has been awarded, NAPA COUNTY may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of NAPA COUNTY.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the contractor has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that the contractor will contract with NAPA COUNTY, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, in the **STEELE CANYON ROAD MPM 2.25, 2020 FIRE DAMAGE REPAIR – RETAINING WALL RDS 20-41,**
Plans and Specifications.

Bids are required for the entire work. In order to maximize construction within the funding available to the County, the following procedure will be used: The lowest bid shall be determined in a manner that benefits the County and brings the extents of the project to or below the budget amount the County can spend on this project. The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible responsive bidder. The lowest bid shall be to the lowest of the bid prices on the Base Bid.

Form of Bid.

(1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Proposers.
(2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
(3) Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.
(4) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

Taxes. Bid prices shall include all applicable federal, state, and local taxes.

Receipt of Bids. All bids must be received sealed in an envelope prior to the time specified in the Notice to Proposers or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances**.**

Postponement of Opening. The County reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Proposers.

Rejection of Proposals. The County reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the County; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Bidders. Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the County written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

Bid Protest Procedures. Any bid protest must be in writing and received by the County at 1195 Third Street, Napa, CA before 5:00 p.m. no later than five (5) working days following the occurrence giving rise to the protest (the "Bid Protest Deadline") shall be considered pursuant to the procedures set forth in Section 10 of the County Purchasing Manual and must comply with the provisions of that Section and those requirements set forth below:

(1) Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

(2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

(3) The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested bidder may submit a written response to the protest, provided the response is received by the County before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

(5) The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these

procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

It is the intention of the County to award a contract, if at all, to the lowest bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, the County will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The County shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

STEELE CANYON ROAD MPM 2.25 LNU FIRE EMERGENCY RETAINING WALL REPAIR

STEELE CANYON ROAD MPM 2.25, RDS 20-41, FIRE DAMAGE REPAIR - RETAINING WALL					
AGENCY: COUNTY OF NAPA					
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL**
A. GENERAL CONDITION					
1	Mobilization	LS	1		
2	Clearing And Grubbing	LS	1		
3	Traffic Control	LS	1		
4	Erosion And Sediment Control	LS	1		
B. CONCRETE RETAINING WALL					
1 F	Structure Excavation (Replace Lagging and Pile Cap)	CY	18		
2 F	Concrete Cap Removal	LF	90		
3 F	Pervious Backfill Material (Retaining Wall)	CY	9		
4 F	Drainage Fabric	SY	93		
5 F	Structural Concrete, Retaining Wall Cap	CY	5		
6 F	Precast Concrete Lagging	SF	830		
7 F	Bar Reinforcing Steel (Retaining Wall Cap)	LB	200		
8 F	Cable Railing	LF	90		
TOTAL BASE BID					
TOTAL BASE BID (WRITTEN)					
'F' Denotes Final Pay Items					

Bids are required for the entire work. In order to maximize construction within the funding available to the County, the following procedure will be used: The lowest bid shall be determined in a manner that benefits the County and brings the extents of the project to or below the budget amount the County can spend on this project. The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible responsive bidder. The lowest bid shall be to the lowest of the bid prices on the Base Bid.

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

"I, _____, hereby declare as follows: that he or she is _____ of _____ 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 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."

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

Executed on _____ at _____
(DATE) (PLACE)

_____
SIGNATURE

Accompanying this proposal is a _____

[Insert the words "cashier's check", "certified check", or "bidder's bond" as the case may be.]
A personal check is not an acceptable form of security.]

in an equal amount to at least ten percent of total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co partnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors License No.
_____ Expiration Date _____ Classification __

_____
Signature of bidder

_____
Signature of bidder

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with two signatures, including at least one officer from each of the following lists: first, the chairman of the board, president or a vice president, and second, the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and if bidder is an individual, his signature shall be placed above. If signature is by completed other than the options set forth above, a Power of Attorney must be on file with the County prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20____ Phone _____

Email _____

ADDENDUM ACKNOWLEDGEMENT

Bidder:_____

Bidder acknowledges receipt of the following addendums which are attached to the proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

LIST OF SUBCONTRACTORS

Bidder:_____

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 8-1.01 of the Standard Specifications, and Resolution 74-3 of the Napa County Board of Supervisors, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

2. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.
3. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
4. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive**.

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number[1]	Dollar Amount of Work to Be Performed	Location of Business (City and State)
					`

[1]All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the County, in its sole discretion, may find the failure intentional and find the bid non-responsive. DIR registration number lookup is available online at https://efiling.dir.ca.gov/PWCR/Search

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

_____

Signature

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

_____

Signature

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____

Signature

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the NAPA COUNTY
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

_____

Signature

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

_____

Signature

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

a. initial
b. material change

For Material Change Only:

year_____quarter _____

4.Name and Address of Reporting Entity

Prime Subawardee

Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee,

Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ actual planned

12. Form of Payment (check all that apply):

a. cash
b. in-kind; specify: nature_____
value _____

13. Type of Payment (check all that apply)

a. retainer
b. one-time fee
c. commission
d. contingent fee
e deferred
f. other, specify_____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:
(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliancewas placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

   (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

   (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
14. Check whether or not a continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

_____

_____

_____

Signature and Title of Bidder Business

Address _____

Place of Business _____

Place of Residence _____

NAPA COUNTY
STATE OF CALIFORNIA

BIDDER'S BOND

We, _____ as Principal,

and_____

as Surety are bound unto the NAPA COUNTY, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, THE PRINCIPAL IS SUBMITTED TO THE OBLIGEE,
STEELE CANYON ROAD MPM 2.25,
2020 FIRE DAMAGE REPAIR – RETAINING WALL

RDS 20-41

for which bids are to be opened at_____on _____

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated:_____, 2020.

_____

_____

_____

Principal

_____

Surety

By _____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____

On this _____day of_____in the year 20___before me

_____, personally appeared_____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact

(SEAL) _____

Notary Pubic

NAPA COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____ _____,whose address is _____ as Principal, and _____, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto NAPA COUNTY, a political subdivision of the State of California, as Obligee, in the full and just sum of _____ **($_____)** lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following work, to-wit **STEELE CANYON ROAD MPM 2.25, RDS 20-41, 2020 FIRE DAMAGE REPAIR, RETAINING WALL,** as is more specifically set forth in said contract, to which contract reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between NAPA COUNTY as Obligee and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

SEALED with our seals and dated this _____ day of _____, **2020**.

Principal (contractor): _____ Surety: _____

By: _____ By: _____

By: _____

Signatures for Principal and Surety must be acknowledged before a Notary Public

APPROVED AS TO FORM: JOHN MYERS,
Napa County Deputy Counsel

By: _____

LABOR AND MATERIALS BOND
NAPA COUNTY

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____ _____as Principal, and _____duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of _____**($_____)** for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with NAPA COUNTY a political subdivision of the State of California, to do and perform the following work, to-wit: **STEELE CANYON ROAD MPM 2.25, RDS 20-41, 2020 FIRE DAMAGE REPAIR, RETAINING WALL**

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between NAPA COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this ____ day of _____, 2020.

Principal (contractor): _____ Surety: _____

By: _____ By: _____

By: _____

Signatures for Principal and Surety must be acknowledged before a Notary Public

APPROVED AS TO FORM: Counsel Counsel's Office

By: _____

SPECIAL PROVISIONS – FEMA FEDERAL PROVISIONS

I. DEFINITIONS

A. **Government** means the United States of America and any executive department or agency thereof.

B. **FEMA** means the Federal Emergency Management Agency.

C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non–Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 36 of the Special Provisions.

IV. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or

otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment D1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment D1, Contractor is the "prospective lower tier participant."

D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth

in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. **ANTI-KICKBACK ACT COMPLIANCE** (applicable to all contracts and subgrants for construction or repair; Appendix II to Part 200--Contract Provisions for non-Federal Entity Contracts Under Federal Awards.). Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. **DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)**

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Napa." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. **CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

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

C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be

employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;
2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph An above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; Appendix II to Part 200--Contract Provisions for non-Federal Entity Contracts Under Federal Awards.)

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of $10,000)

See Section 27 of the Special Provisions.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Section 26 of the Special Provisions.

XVII. CHANGES.

See Section 23 of the Special Provisions.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Attachment D2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXIII. DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

ATTACHMENT D1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Contractor Signature Date

ATTACHMENT D2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ _____

Contractor Signature Date

EXHIBIT B, DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract.

Prime Contractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	○ YES	○ NO	
Subcontractor Name/ Company Name	**Company Address/Phone/Email**	**Est. Dollar Amt**	**Currently DBE Certified?**

[1] A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205.

[2] Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	**Print Name**
Title	**Date**

DBE Subcontractor Performance

This form is intended to capture the DBE[3] subcontractors'[4] description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor is required to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package unless subcontractors will not be used.

Subcontractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
BDE Certified by O **DOT** O **SBA** O Other: _____	Meets/ exceeds FEMA certification standards: O YES O NO O Unknown	

[3] A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205

[4] Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

SPECIAL PROVISIONS- SECTION "A"
GENERAL CONDITIONS

1. LOCATION

9321 STEELE CANYON ROAD, NAPA CA 94558:

Steele Canyon Road at Mile Post 2.25 near address 9321 Steele Canyon Road, N38d28'04.71" E-122d10'54.09".

2. DESCRIPTION OF WORK

The following is a project description for replacing the wood lagging retaining wall at Steele Canyon milepost marker 2.25. During the 2020 LNU lightning complex fire, the fire destroyed elements of the 2007 Storm Damage Repair Project at Steele Canyon MPM 2.25 (RDS 07-27). The existing retaining wall was 1,080 square feet of wood lagging between metal "H" piles with a concrete grade beam on top of the piles and wood lagging. There were drainage panels between the wood lagging and soil backfill. The existing lagging was 6 inches deep by 12 inches tall near the bottom of the wall and 4 inches deep by 8 inches tall in the top four feet of the wall. During the fire, the existing lagging and drainage panels burned. To prevent future fire damage, the contactor will install concrete lagging between the flanges of the H piles. To accelerate and simplify the construction, the County will specify 7 inch deep by 12-inch high concrete lagging, instead of different sized lagging. Because the existing lagging in the top four feet of the wall was only 4 inches deep the contractor will excavate at least two inches of the existing soil backfill to install the new 7 inches deep concrete lagging. There is not enough room for the contractor to place drainage panels between the concrete lagging and the existing soil backfill. To reduce the hydrostatic pressure and replace the drainage panels, the contractor will place drainage fabric on the soil before installing the lagging and place drain rock between the concrete lagging and the fabric on the existing soil. The contractor will also leave gaps in the lagging to allow water to flow between the laggings. If the contractor proposes an alternative reinforced shotcrete wall to save time and money, then the County will execute a contract change order.

3. DEFINITIONS AND TERMS

The following terms when used in these Special Provisions or in the Standard Specifications shall have the following meanings when used in this Contract:

Contractor. The person or entity described as "Contractor" in the preamble to this Contract.

County. Napa County, a political subdivision of the State of California.

Department of Transportation. The Board of Supervisors of Napa County, State of California, acting by and through its Director of Public Works.

Department. The Napa County Department of Public Works.

Director of Transportation. The Napa County Public Works Director.

Engineer or County Engineer. The Napa County Public Works Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory. The established laboratory of the Materials and Research licensed and certified by the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Owner. Napa County.

State of California. Napa County.

Transportation Building. Napa County Administration Building, 1195 Third Street, Suite 101, Napa, California 94559.

State Highway Engineer. The Napa County Public Works Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Standard Specifications. The 2015 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer acting under this contract.

Days. As used in these special provisions, days shall mean working days.

4. CONTRACT DOCUMENTS

The Contract Documents shall include the Notice to Contractors, Proposal Form, bonds, these special provisions, the Standard Specifications of the State of California and the Standard Plans of the State of California, Department of Transportation, dated 2015 insofar as same may apply, and pertinent portions of other documents included by reference thereto in the Special Provisions or the Contract pages.

5. FEDERAL LOBBYING RESTRICTIONS

See Section XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).) of the FEMA FEDERAL PROVISIONS.

6. BID OPENING

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders or as altered by County issued addendums.

7. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

8. CONTRACT AWARD

If the County awards the contract, the award is made to the lowest responsive and responsible bidder. Additional details are set forth in the proposal form. The contractor shall ensure that the bid is valid for 60 days from bid opening.

9. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 210103.5).

10. DIFFERING SITE CONDITIONS 23 CFR 635.109 is made a part of this contract and incorporated herein by reference.

a. Contractor's Notification

Promptly notify the County's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision (Standard Specifications 4-1.06C)

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

11. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to all of the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within five (5) calendar days after receiving notice that the contract has been executed and approved by the County (Notice To Proceed).

This work shall be diligently prosecuted to completion before the expiration forty (15) WORKING DAYS beginning the day of issuance of Notice To Proceed. Contractor shall maintain adequate work force and diligently prosecute work to completion.

Attention is directed to the provisions of Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions. The Contractor shall pay to Napa County the sum of **$1,000** per day for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above and any extension of time granted.

12. BUY AMERICA (Standard Specifications 6-2.05C)

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

13. QUALITY ASSURANCE

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs if they are available at the job site.

Schedule work to allow time for QAP.

14. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

15. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations,

including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

16. SUBCONTRACTING

Attention is directed to Section 5-1.13, "Subcontracting," of the Standard Specifications.

17. PREVAILING WAGES

Attention is directed to Section 7-1.02K, "Labor Code," of the Standard Specifications and these Special provisions.

In accordance with the provisions of Section 1774 of the Labor Code, the County has ascertained from the Director of Industrial Relations the general prevailing rate of wages (which rate includes employer

payments for health and welfare, pension, vacation and similar purposes) is applicable to the work to be done under this Contract.

The general prevailing wage rates and any applicable changes to these wage rates are available:
1. At the Department's Labor Compliance Office of the district in which the work is located
2. From the Department of Industrial Relations' Web site http://www.wdol.gov/dba.aspx

Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204)

18. CERTIFIED PAYROLL RECORDS

Special Attention is directed to the provisions of Section 7-1.02K(3), "Certified Payroll Records," of the Standard Specifications. A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. Submitted payroll shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Failure to submit will delay processing of progress payments.

19. BIDDING REQUIREMENTS AND CONDITIONS

Attention is directed to Section 2, "Bidding," of the Standard Specifications and these Special Provisions.

(a) Examination of Site. Each bidder shall have examined the site of the work before bidding so he shall have full knowledge of all facilities and difficulties affecting the work which may not be particularly described herein. No variation or allowance from the contract sum will be made because of lack of such examination or knowledge.

(b) State Contract Act. The State Contract Act is not applicable to contracts involving political subdivisions of the State of California. Pre-qualification of bidders will not be required.

(c) Joint Venture. If two or more Bidders desire to bid jointly on a single project or desire to combine their assets for so doing, they must file an affidavit of joint venture with the County Engineer, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the Engineer prior to the time for opening bids on the specific projects for which it is submitted, a joint bid submitted by the said Bidders will be disregarded.

(d) Registered and Qualified – California Labor Code § 1771.1. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

20. CONTRACT AWARD AND EXECUTION (Bonds)

Attention is directed to Section 3, "Contract Award and Execution," of the Standard Specifications, contract bonds and these Special Provisions. In-lieu of the bonds specified under Section 3-1.05 of the Standard Specifications, the successful bidder shall furnish a faithful Performance Bond as required by Section 20129 of the Public Contract Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated and the laborer's and material man's payment bond as required by Section 8182 of the Civil Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated.

21. SCOPE OF WORK

Attention is directed to Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

The intent of the plans and specifications is to cover the entire project ready for use when completed. The Contractor shall accomplish complete installation of facilities, and any other required items to make the unit complete. All units, facilities, etc., shall be in operating condition to the approval of the Engineer. The quantities and items listed in the proposal form and contract form are given as a basis for the comparison of bid and the Board of Supervisors does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

22. CHANGE ORDERS

(a) Limitations Where Contract Price Changes are Involved.

i. Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.

ii. Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.

iii. Taxes. State and city sales taxes should be indicated.

(b) Procedure. Attention is directed to Section 4-1.05 of the Standard Specifications.

(c) Authorized Representative / Limits. No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed in writing by (1) COUNTY's Director of Public Works consistent with the authority granted to him by the Board of Supervisors pursuant to the limitations set forth under Napa County Resolution No. 2011-18 and Public Contract Code Section 20142, or (2) by the Board of Supervisors.

23. CONTROL OF THE WORK

Attention is directed to Section 5 of the Standard Specifications and these Special provisions. After contract approval, submit documents and direct questions in writing to the Engineer.

(a) Contract Components. A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy is found or confusion arises, request correction or clarification in writing. Any deviations from the approved Plans and Specifications shall be approved by the Engineer and all changes shall be by written permission only.

(b) Acceptance of Contract. Attention is directed to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and these Special provisions. Acceptance will consist of the execution and filing with the County Recorder of a Notice of Completion as defined in Civil Code Section 8182. Should it become necessary due to developed conditions to occupy any portion of the work before the contract is fully completed, such occupancy shall not constitute acceptance.

24. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Attention is directed to Section 7 of the Standard Specifications and these Special Provisions.

Comply with laws, regulations, orders, and decrees applicable to the project. Immediately report to the Engineer in writing any discrepancy or inconsistency between the contract and a law, regulation, order, and decree.

(a) Prevailing Wages. See Section 18 and 19 of these Special Provisions.

(b) Public Convenience and Public Safety.
Attention is directed to Section 7-1.03 and Section 7.1.04 of the Standard Specifications and these Special Provisions.

(1) Safety Devices. Furnishing and maintenance of safety devices shall be the responsibility of the Contractor at all times. The Contractor shall respond promptly to correct improper conditions or inoperative devices. Failure to inspect and maintain all necessary safety devices in proper operating condition when in use, or failure to respond promptly to notification of improperly operating equipment, will be sufficient cause for suspension of the contract until such defects are corrected or termination as otherwise provided in this Contract.

(2) Safety Data Sheets (SDS) – The Contractor shall provide MSDS for each product used on site upon request by the Engineer.

(3) Safety Standards; Suspension of Contract for Unsafe Equipment. The Contractor shall comply with all the applicable provisions of the United States Department of Labor Occupational Safety and Health Act (OSHA), State of California Division of Industrial Safety, Title 8, Safety Orders (Cal-OSHA), the Federal Aviation Administration (FAA) and any other applicable codes and regulations. If, in the opinion of the Engineer, any operation or piece of equipment that is observed by the Engineer appears to be unsafe, the Engineer may immediately halt that portion of the work until the hazard is corrected to the satisfaction of the Engineer and no time extension or additional compensation shall be granted for the time lost due to said halting of the work.

(c) Hold Harmless/Indemnification. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify COUNTY, FEMA, and Cal OES and the officers, agents, employees and volunteers of County from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of County or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this

Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(d) Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(1) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability **and a waiver of subrogation**, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(2) Liability insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to transact business in the State of California and having a A.M. Best rating of A VII or better:

(i) General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) per occurrence and FIVE MILLION DOLLARS ($5,000,000) aggregate, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement.

(ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

(3) Certificates. All insurance coverages referenced in (2), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the DEPARTMENT OF PUBLIC WORKS prior to commencement of performance of any of Contractor's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

For the commercial general liability insurance coverage referenced in (2)(i), and, where the vehicles area covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in (2)(ii) CONTRACTOR shall also file with the evidence of coverage and endorsement from the insurance provider naming COUNTY, its officers employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the

insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insured to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(4) Additional Insured. The general liability and automobile liability policies listed above are to contain, or be endorsed to contain, the following provisions:

Napa County, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.

(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25. PROSECUTION AND PROGRESS

Attention is directed to Section 8, "Prosecution and Progress," of the Standard Specifications, and these Special Provisions.

(a) Preconstruction Meeting

After award of the contract and prior to the commencement of work at the site, a Preconstruction meeting will be held at a mutually agreed time and place which shall be attended by the Contractor, its Superintendent, and its subcontractors as appropriate.

The conference is required to familiarize all authorized persons involved with policies, regulations and procedures and to discuss construction operations and methods in order to avoid any misunderstanding or conflicts during construction.

Unless previously submitted to the Engineer, the Contractor shall bring to the preconstruction meeting six (6) copies each of the following:

1. Draft Construction Schedule.
2. Procurement schedule of major equipment and materials and items requiring long lead time.
3. Shop Drawing/Sample/submittal schedule.
4. Schedule of values (lump sum price breakdown) for progress payment purposes.
5. The Temporary Traffic Control Plan for Engineers review
6. Substitution Requests
7. Letter of Responsibility designating emergency contacts for the Contractor after business hours.

(b) Progress Meetings

The Contractor shall schedule and hold regular on site progress meetings at least weekly and at other times as requested by Engineer. The Contractor, Engineer, Inspector, and all subcontractors active on the site shall be represented at each meeting. The Contractor or Engineer may at its discretion request attendance by the Contractor's suppliers, manufacturer's, and other subcontractors.

The County shall provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

(c) Construction Schedule and Progress Schedule

The contractor, promptly after being awarded the contract or upon receiving notice of intent to award, shall prepare and submit a baseline construction schedule for the work. The baseline schedule shall not exceed the number of contract working days. The baseline schedule must include the entire scope of work and identify the critical path items and demonstrate how the contractor plans to complete all work contemplated and shall provide for expeditious and practicable execution of the work. The project floats in the critical path schedule belong to the county.

Contractor shall maintain adequate work force and diligently prosecute work to completion. Schedule slips will be addressed by the contractor promptly at no additional cost to the county.

The Contractor shall also incorporate all required permit conditions, quality assurance inspections and testing, submittals reviews, field reviews and request for information reviews and all other coordination into the schedule.

The contractor shall correct any non-compliant work and defective work within the contract working days at no additional cost to the county.

Progress schedules shall be updated and submitted on a weekly basis thereafter. The progress schedule shall be revised at appropriate intervals as required by the conditions of the work and project or when requested in writing by the Engineer. The Contractor shall perform the work in general accordance with the most recent schedules submitted to the Engineer.

(d) Schedule of Submittals

A schedule of submittals shall be provided to the Engineer at the preconstruction meeting. The Contractor shall keep the submittal schedule up to date and ensure that it coordinates with the construction schedule, with adequate time for the Engineer to review the submittals.

(e) Termination of Contract. Attention is directed Section 8-1.13 of the Standard Specifications and these Special provisions.

Whenever, in the opinion of the Board of Supervisors the said work is neglected by the Contractor, or the same is not prosecuted with the diligence and force specified, meant and intended in and by the terms of this contract, it shall be lawful for the Board of Supervisors to make a requisition upon the Contractor for such additional specific force or such additional specific material to be brought into the work under this contract or to remove improper material from the grounds, and its due and faithful fulfillment requires; of which action of the Board of Supervisors due notice in writing of not less than five days shall be served upon the Contractor or his agent having charge of the work; and if the Contractor fails to comply with such requisition within five days, it shall be lawful for the Board of Supervisors to employ upon such work the additional force or supply the materials as specifically required as aforesaid; and the amount paid for such additional force or material shall be charged against

the Contractor and be deducted from his next or subsequent estimate and payment, or the same or any part thereof not so deducted may be recovered from the Contractor or his sureties.

Moreover, if the Contractor fails to comply with such requisition within five days, the Board of Supervisors may declare the contract terminated and may itself proceed to complete the work herein specified or may engage any other person or persons to do the same. Upon the completion of such work, the said Board of Supervisors through its proper office or officers shall cause a statement to be made of the default of the Contractor as aforesaid, and in completing the work itself or by any other person or persons. Should the amount in such statement be more than the amount would have been due the Contractor upon the completion of the work by him, the difference shall be paid by the Contractor to Napa County.

26. TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provision of this Agreement, County may, at any time, and without cause, terminate this Agreement in whole or in part, upon not less than seven (7) days' written notice to CONTRACTOR. Such termination shall be effected by delivery to Contractor of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. Contractor shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by County. County shall pay Contractor for the work completed prior to the effective date of the termination, and such payment shall be Contractor's sole remedy under this Agreement. Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this paragraph. Contractor shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

27. MEASUREMENT AND PAYMENT

Attention is directed to Section 9, “Payment,” of the Standard Specifications and these Special Provisions.

Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown on the Drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety. No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefor shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.

Section 9-1.06 “Changed Quantity Payment Adjustments” is modified as follows:

All pay line items will be paid for at the unit prices named in the Bid Sheet(s) for the respective items of work. The quantities of work or material stated as unit price items on the Bid Sheet(s) are supplied only to give an indication of the general scope of the Work; the County does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any item of work by an amount up to 100 percent of any bid item, without a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items up to ~~a~~n aggregate total amount not to exceed 25 percent of the contract price.

Section 9-1.07 “Payment adjustments for price index fluctuations,” is deleted.

(a) Force Account. Attention is directed Section 9-1.04 of the Standard Specifications and these Special Provisions.

Force Account work is for work where there are no bid items of work in the bid sheets and for work that must proceed the same day and a Change Order cannot be processed timely. When there are bid items that can cover the work, the work shall be performed per Section 9-1.06 "Changed Quantity Payment Adjustments" (as modified above).

Force Account work must be authorized in writing by the Engineer. The contractor must submit Daily Force Account Work Reports (DFAWR) at the end of each day the force account work was performed. Acceptance of the DFAWR in the field by the county's inspector or agent does not constitute agreement with the Force Account Labor, Material and Equipment utilized to perform the work. The Engineer pursuant to Section 9-1.04 FORCE ACCOUNT (9-1.04A General) of the standard specifications will compare the County's inspection records to the contractor's DFAWR. When the contractor and the Engineer agree on the contents of the daily force-account work reports, the Engineer accepts the report and the pays for the work. If the records differ, the County pays for the work based only on the information shown on the County's records.

Equipment rental rates shall be those rental rates applicable on contracts advertised by the State of California, Department of Transportation on the date of call for bids on this contract.

(b) Progress Payments. Attention is directed Section 9-1.16 of the Standard Specifications and these Special Provisions.

The contractor shall submit the following Waiver Certificate:

- Conditional Waiver and Release on Progress Payment form with each progress payment request.
- Conditional Waiver and Release on Final Payment form with final payment request.

The contractor shall comply with Prompt Payment of Funds Withheld to Subcontractors:

- With each progress payment request the contractor must certify that the subcontractors have received payment for work satisfactorily completed and accepted by the County.

In lieu of Section 9-1.16 F Retentions, the County will retain 5 percent (5%) of the value of all work done and 5 percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor to the extent not inconsistent with Public Contract Code Section 20104.50; all such retentions being subject to the following statutory requirements:

Public Contract Code Section 7107. Retention proceeds; withholding disbursement

(a) This section is applicable with respect to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement.

(b) The retention proceeds withheld from any payment by the public entity from the original contractor, or by the original contractor from any subcontractor, shall be subject to this section.

(c) Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final

payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:

(1)The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the public agency, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

(4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

(d) Subject to subdivision (e), within 10 days from the time that all or any portion of the retention proceeds are received by the original contractor, the original 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 original 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.

(e) The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

(f) In the event that retention payments are not made within the time periods required by this section, the public entity or original contractor withholding the unpaid amounts shall be subject to a charge of 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.

(g) If a state agency retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to Section 10261 of the Public Contract Code, the state agency shall distribute undisputed retention proceeds in accordance with subdivision (c). However, notwithstanding subdivision (c), if a state agency retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the state agency shall have 90 days in which to release undisputed retentions.

(h) Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

<u>Public Contract Code Section 22300. Performance retentions; provision for substitute security; escrow agreement</u>

(a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant

to the Consolidated Farm and Rural Development Act (> 7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(c) Securities eligible for investment under this section shall include those listed in > Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

_____ *whose address is* _____
_____ *hereinafter called "Owner,"*
_____ *whose address is* _____
_____ *hereinafter called " Contractor" and*
_____ *whose address is* _____
_____ *hereinafter called " Escrow Agent."*

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default,

the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	*On behalf of Contractor:*
_____	_____
Title	*Title*
_____	_____
Name	*Name*
_____	_____
Signature	*Signature*
_____	_____
Address	*Address*

On behalf of Escrow Agent:

_____

Title

_____

Name

_____

Signature

_____

Address

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

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

"Owner"	*"**Contractor***
_____	_____
Title	*Title*
_____	_____
Name	*Name*
_____	_____
Signature	*Signature*

<u>Public Contract Code Section 20104.50</u> Timely progress payments; legislative intent; interest; payment requests

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract 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.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency 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.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or summary thereof, be set forth in the terms of any contract subject to this article.

(c) Claims. All claims under this contract shall be subject to the following statutory requirements:

Public Contract Code Section 9204 Claim resolution process for claim by contractor in connection with public works project.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(C) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the

jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion

of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(a) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(b) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not

conflict with or otherwise impair the timeframes and procedures set forth in this section.

(c) This section applies to contracts entered into on or after January 1, 2017.

(d) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(e) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

<u>Public Contract Code Section 20104</u> Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

<u>Public Contract Code Section 20104.2 Claims; requirements, tort claims excluded</u>

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim.

Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claim within 60 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation. or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

<u>Public Contract Code Section 20104.4 Civil action procedures; meditation and arbitration: trial de novo: witness</u>

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3

Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, any party who receiving an arbitration award requests a trial de novo but does obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses participate in the mediation or arbitration process.

<u>Public Contract Code Section 20104.6 Payment of portion of claim which is undisputed; of interest on arbitration award or judgment</u>

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(d) <u>Final Payment.</u> Payment will be made in accordance with the provisions of Section 9-1.17 of the Standard Specifications provided however that in no event will the final payment be made within 35 calendar days after the filing of Notice of Completion.

28. <u>MISCELLANEOUS PROVISIONS</u>

(a) <u>Licenses and Permits.</u> Any and all licenses and permits required shall be provided by the Contractor and he shall abide by any and all Federal, State and County laws and rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he shall bear necessary expense.

(b) <u>Building Laws, etc.</u> The Contractor shall conform to and abide by all County and State Building, Labor, Sanitary and Electrical Codes, Ordinances, Laws, Rules and Regulations. Such laws and regulations shall be considered a part of this Exhibit "A" as if set forth herein in full and the work and materials shall be in accordance therewith.

(c) <u>Guarantees.</u> All work performed and equipment or material furnished shall be guaranteed for one (1) year from date of acceptance against any inherent or developed defects of materials or workmanship in manufacture or installations. All guarantees normally provided by manufactures of equipment or material installed under this project shall be furnished to County and shall remain in force for their normal life.

(d) <u>Ownership of Plans and Specifications.</u> All drawings, specifications and copies thereof provided to Contractor by the County shall remain the property of the County and they shall not be used by the Contractor or its subcontractors on other work.

(e) <u>Addenda.</u> Any addenda or notices issued during the time of bidding and forming a part of the

documents provided to the Bidder for the preparation of the contractor's bid, shall be covered in the bid and shall be made a part of the contract. The Bidder shall acknowledge receipt of addenda in the space provided in the Proposal.

Should a bidder find apparent discrepancies in the drawings or documents, or should he be in doubts to their meaning, he should at once notify the County of Napa, Public Works Department, which will send a written instruction to all bidders. Napa County will not be responsible for oral instructions.

29. OWNER'S RIGHT TO DO WORK

Napa County as Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors on the job site reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractors' work as fit and proper for reception of his work, except as to defects which may develop in other Contractors' work after execution of his work.

To insure proper execution of his subsequent work, the Contractor shall measure and inspect work already in place and shall at once report to the Engineer any discrepancy between executed work and contract documents.

The Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by owner in prosecution of the project to the end that the Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy at the site of project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractors working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the owner shall decide which Contractor shall cease work temporarily and which Contractor then shall continue or whether work can be coordinated so that the Contractors may proceed simultaneously.

30. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall comply with all applicable laws, ordinances, regulations, and codes, including but not limited to, the following:

(a) Non-Discrimination. During the performance of the work required by the Contract, the Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its subcontractors will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.Contractor and its subcontractors shall post in conspicuous places, available to employees for employment, notices provided by the State of California setting forth the provisions of this Fair Employment section.

The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, the Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Contract subcontracts to the Contractor work required of the County by the State of California pursuant to agreement between the County and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the Contractor and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. The Contractor shall abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of the Contractor performing any of the work under the Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. The Contractor shall make the required documentation available upon request to the County for inspection.

(c) Inclusion in Subcontracts. To the extent any of the work to be performed by Contractor under the Contract is subcontracted to a third party, the Contractor shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

31. COUNTY POLICIES ON WASTE, HARASSMENT, DRUG/ALCOHOL-FREE, VIOLENCE-FREE WORKPLACE.

Contractor hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Contractor also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in Napa County Policy Manual Part I, Section 37U.

32. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

Before starting each portion of the work, the Contractor shall carefully study and compare the Contract Documents relative to that portion of the work, shall take field measurements of any existing conditions related to that portion of the work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies, or omissions discovered by the contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the contractor shall be reported promptly to the Engineer.

33. SUPERVISION AND CONSTRUCTION PROCEDURES

(a) Supervision and Direction of Work. The Contractor shall supervise and direct the work, using the contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Engineer and shall not proceed with that portion of the work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

(b) Responsibility of Work. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors.

(c) Subsequent Work. The Contractor shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

(d) Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

34. DEFECTIVE AND NONCOMPLIANT WORK

Attention is directed to Section 5-1.30 Noncompliant and Unauthorized work and Section 5-1.39 Damage Repair and Restoration of the Standard Specifications

Per Section 5-1.30 Noncompliant and Unauthorized work of the Standard Specifications, the contractor shall correct or remove and replace work that does not comply with the Contract at contractor's cost. County will reduce payment for non-compliant work left in place until the work has been corrected. If the contractor fails to comply promptly with an order under section 5-1.30, the County may correct, remove, or replace noncompliant or unauthorized work. The County will deduct the cost of this work from the contract.

Per Section 5-1.39 Damage Repair and Restoration of the Standard Specifications, before Contract acceptance, the contractor shall restore damaged work to the same state of completion as before the damage. The County does not adjust payment for repair or restoration that the Engineer determines was caused by the contractor's failure to construct the work under the Contract or protect the work.

The contractor shall submit a repair or restoration work plan and scheduled for the approval of the Engineer prior to proceeding with work. The submittal must comply with the requirements in Section 4 Submittal Procedures of this Special Provisions.

35. AUDITS/ACCOUNTING/RECORDS

The Contractor shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The Contractor shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the County or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the County or their agents with any relevant information requested and shall permit the County or their agents access to the Contractor's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, papers, accounting, and other evidence that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The Contractor shall retain the required records for a minimum of three years following the later of final disbursement by the County, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the County and the Bureau of State Audits during the retention periods.

If the Contractor retains any subcontractors to accomplish any of the work of this agreement, the Contractor shall first enter into an agreement with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all subcontractors.

36. INTERPRETATION; VENUE.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

37. SECTIONS OF THE 2015 SPECIAL PROVISIONS NOT APPLICABLE.

Section 5-1.09 "Partnering" and all of its subparts and Section 5-1.43 "Alternative Dispute Resolution" and all its subparts are hereby removed in their entirety and shall have no application apply to this Agreement.

SPECIAL PROVISIONS - SECTION 'B'

GENERAL REQUIREMENTS

1. GENERAL

The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and to minimize interference with traffic along the County roads, and shall not disturb private property beyond the areas of work.

The Contractor shall provide access to private properties at all times.

The Contractor shall maintain continuous access to the United States Postal Service and emergency services. The Contractor shall notify the local postmaster and emergency services at least 48 hours before work will commence.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Temporary "NO-STOPPING," "NO PARKING," and "TOW-AWAY" signs shall be posted by the Contractor upon authorization of the County.

Weekend work shall be approved in advance by the Engineer.

The Contractor shall provide to the Engineer the names, address and telephone numbers of at least two emergency contacts for the duration of the contract.

2. GENERAL REQUIREMENTS

(a) LAYOUT OF WORK – The Contractor shall lay out the work as directed by the Engineer in the field.

(b) TRAFFIC CONTROL PLAN – The Contractor shall prepare the Temporary Traffic Control Plan (TTCP) in compliance with the California Manual of Uniform Traffic Control Devices (CAMUTCD) for Engineer's review and approval. The TTCP shall be submitted to the Engineers at the preconstruction meeting and at the minimum shall include number and location of all Construction Area Signs, Temporary Traffic Control Signs including Portable Changeable Message Signs, number of flaggers, pilot cars, etc.

(c) SAFETY DATA SHEETS (SDS) – The Contractor shall provide SDS for each product used on site.

(d) PROTECTION OF EXISTING FACILITIES AND PROPERTY – Protection of existing facilities shall conform to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

The Contractor shall notify Underground Service Alert (USA) for marking the locations of existing underground facilities at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert- Northern California (USA)	811 or 1-800-642-2444
Underground Service Alert- Southern California (USA)	1-800-422-4133 1-800-227-2600

The Contractor shall immediately notify the County Engineer of any facilities found that may interfere with work to be performed. The Contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. If damage should occur to the existing facilities, the utility company and the County shall be notified immediately and repairs acceptable to the utility company shall be made at the Contractor's expense.

Existing trees, shrubs, and other plants, that are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(e) DAMAGES – The Contractor shall be responsible for any damages to existing facilities, utilities and roads due to causes attributable to the work, and all such damaged facilities, utilities and roads shall be repaired when directed by the Engineer and as required to place them in as good as condition as existed before commencement of the work.

(f) EMERGENCY SERVICE PROVIDERS NOTIFICATIONS – The Contractor shall furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information shall be reported to the County Sheriff dispatcher, and updated as required to provide 24-hour phone access.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(g) PUBLIC SAFETY –The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Department of Industrial Relations, Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA, State of California, to insure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission from the Engineer.

The Contractor shall furnish, erect and maintain all lights, signs, barricades and barriers necessary to give adequate warning to the public at all times and shall provide such guards as may be necessary to prevent accidents and avoid damage and injury.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the County may place any warning lights or barricades or take any necessary action to protect or warn the public

of any dangerous condition connected with the Contractor's operations and the Contractor shall be liable to the County for all costs incurred plus 100%.

Nothing in this section shall be construed to impose tort liability on the County or Engineer. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(h) WATER FOR CONSTRUCTION – Construction water shall conform to Section 10.6, "Watering," of the Standard Specifications and these Special Provisions.

Water for construction activities shall be provided by the contractor. The Contractor shall contain all water within the limits of the project and prevent discharge to adjacent wetland, ditches, creeks and other facilities.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(i) EXISTING UTILITIES – The Contractor shall notify all utility companies and request field location markings of existing facilities prior to commencing construction. Where potential conflict with existing underground utilities may constitute a safety hazard or interfere with the progress of work, such facilities shall be hand-excavated to determine their precise location. Contractor shall be liable for damages to all utilities whether so located and marked or not.

It is not the intent of the Plans to show the exact location or extent of existing underground utilities or structures, and the Engineer assumes no responsibility therefor. It is the Contractor's responsibility to verify all existing utility locations and notify the Engineer in case of conflict.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(j) COOPERATION – The Contractor shall cooperate with the occupants of the existing facilities adjacent to the project and coordinate the work in such a manner as to minimize the disruption to the existing facilities.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(k) SAFETY – The Contractor shall comply with all the applicable provisions of the United States Department of Labor Occupational Safety and Health Act (OSHA), State of California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH), Title 8, Safety Orders (Cal-OSHA) and any other applicable codes and regulations.

If, in the opinion of the Engineer, any operation or piece of equipment that is observed by the Engineer appears to be unsafe, the Engineer may immediately halt that portion of the work until the hazard is corrected to the satisfaction of the Engineer and no time extension or additional compensation shall be granted for the time lost due to said halting of the work.

(l) DISPOSITION OF REMOVED MATERIALS – Attention is directed to Caltrans Standard Specification section 19, "Earthwork" and Section 13 of these special provisions. The Contractor shall be responsible for the disposal of all surplus excavation materials off the site. The Contractor shall not dispose of any materials from demolition or removal by sale, gift or in any manner whatsoever, to the general public at the site. Disposal operations shall comply with all applicable laws and ordinances and must be approved by the Engineer.

(m) CONSTRUCTION LIMITATIONS – The Contractor will be expected to conduct his operations in a manner which creates minimum damage to the natural vegetation and landscaping, paving and gravel areas. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches or placement of steel plates and temporary fencing as required. Equipment will be restricted to the immediate area of construction and trenches will be backfilled as soon as possible.
Receptacles for construction residue, including oil, cleaning fluids and litter, will be covered. Such residues will be disposed of in a proper manner.

Mufflers and/or baffles will be required on all construction equipment.

Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists

(n) CLEAN UP – Clean up shall be performed to prevent accidents to personnel, protect all work in place, and to effect completion of the project in an orderly manner. Excess debris shall be removed from the work area immediately so as not to clutter the existing facilities. Access to all other properties within the project area shall be unobstructed and passable between the hours of 5:00 p.m. and 7:00 a.m. weekdays, on weekends and holidays, and whenever work is not actively in progress.

(o) EQUIPMENT – Standard construction equipment shall be used and shall be maintained in a safe and satisfactory condition at all times and in compliance with the latest provisions of the CAL/OSHA regulations. All trucks and other heavy equipment shall be well maintained and in proper working order and in compliance with all applicable laws and regulations.

(p) WORKING HOURS REQUIREMENTS – Normal work week shall be Monday through Friday 7:00 am to 5:00 pm that are not County holidays unless otherwise approved by the Engineer. At the discretion of the County, the Contractor shall compensate the County for inspection and oversight time outside of the above work window.

(q) SCOPE – Contractor shall take into account all costs associated with the improvements as discussed in the plans and specifications, when preparing the bid and shall take into account the working hour restrictions.

3. ORDER OF WORK

Order of work shall conform to these Special Provisions.

The Contractor shall prepare and submit a work plan and schedule in accordance with Section 8, "Prosecution and Progress," of the Standard Specifications and in a form provided by, or acceptable to, the Engineer and submit information describing the Contractor's proposed procedures and methods of operation.

No work may begin under the contract until the schedule and description of proposed procedures and methods of operation material have been approved by the Engineer. Time required for review and approval of these items shall not constitute a basis for time extension.

The Contractor shall verify the location of all existing utilities.

No work may begin under the contract until traffic control and construction signage is implemented. Attention is directed to the time requirements of Section 7 "Construction Area Signs" and Section 8 "Maintaining Traffic" of these Special Provisions.

The Contractor shall order work to minimize obstruction to adjacent property owners and inconvenience to the traveling public. The contractor will coordinate with the County and establish traffic control and implement work in a manner which provides the greatest possible access to the property owners adjacent to the work area.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

4. MOBILIZATION

Mobilization shall conform to Section 9 of the Caltrans Standard Specifications and these Special provisions and shall include but not limited to securing bonds, insurance, construction fencing, office trailers, temporary sheds, temporary utilities, temporary facilities, equipment and supplies, mobilization and demobilization, and all preparatory work prior to the commencement of productive work at the site required under this contract.

Full compensation for conforming to the provisions of this section shall be considered as included in the contract lump sum price under "Mobilization" and no additional compensation will be allowed therefore.

5. SUBMITTALS

Attention is directed to Section 5-1.23 "Submittals," of the Standard Specifications and Section 4 of these Special Provisions. The contractor shall submit products or materials list, specifications and schedule at the pre-construction meeting. The contractor shall submit for the Engineer's approval, six cut sheets for all of the products and materials to be used for all work on the project. The cut sheets submitted by the contractor shall clearly describe how the proposed products or materials meet the specifications of the products and materials requested in the project specifications.

Submit at Contractor's expense, in six (6) sets, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Substitution Requests, Quality Control Plan, Operations and Maintenance Manuals, Warranties, and Project Record Documents, and all other submittals required by the Contract Documents.

Submit these submittals to Engineer, for review and approval in accordance with accepted schedule of Shop Drawings and Samples submittals. All Shop Drawing, Samples and product data submittals shall be submitted to and approved by the Engineer prior to ordering of material or commencement of work. The Engineer shall be given adequate time for review of submittals per Section 4 of these Special Provisions.

6. SUBSTITUTION OF MATERIALS AND PRODUCTS

All substitution requests and submittals must be made in writing, and be submitted to and approved by the Engineer prior to ordering of material or commencement of work. Submittals shall be made in accordance with the above section.

7. CONSTRUCTION AREA SIGNS

Construction area signs will be provided by the Contractor. Contractor shall coordinate with the Engineer on construction area signs and submit for Engineer's review and approval at the pre-construction meeting. Full Compensation for Construction Area Signs will be included in the Contract Lump Sum paid for Temporary Traffic Control and no additional compensation will be allowed therefore.

8. MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions of Section 7-1.03 "Public Convenience", Section 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the Standard Specifications and these Special Provisions. The Contractor shall prepare a Temporary Traffic Control Plan in compliance with Standard Specifications and these Special Provisions and submit for Engineer's review and approval at the pre-construction meeting.

The Contractor shall install all construction area signs and traffic controls prior to start of work. Construction area signs shall be furnished, installed, maintained and removed when no longer required by the County.

One 12' lane shall be kept open to public traffic at all times. Lane closure will require 72 hours notice to the Engineer and 48 hours notice to the property owners.

The Contractor shall coordinate and give adequate warning to the public at all times and shall provide such guards necessary to prevent accidents and avoid damage and injury.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately notify the Engineer and remedy the situation. Full Compensation for Maintaining Traffic will be included in the Contract Lump Sum paid for "Temporary Traffic Control" and no additional compensation will be allowed therefore.

9. TRAFFIC CONTROL SYSTEMS FOR LANE CLOSURES

Traffic Control will be provided by the Contractor. A traffic control system shall consist of closing traffic lanes in accordance the provisions of Section 12, "Temporary Traffic Control", of the Standard Specifications.

The Contractor shall provide such additional devices or take such measures as may be necessary to comply with Section 7-1.04, "Public Safety," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately notify the Engineer and remedy the situation.

Full Compensation for Traffic Control Systems for Lane Closures will be included in the Contract Lump Sum paid for "Temporary Traffic Control" and no additional compensation will be allowed therefore.

10. STORM WATER POLLUTION PREVENTION MEASURES

Contractor shall comply with all Storm Water Pollution Prevention requirements as required by the Regional Water Quality Control Board and Napa County. The Contractor shall implement water quality control measures as described in the Erosion and Sediment Control Plan to effectively handle storm water run-off both during and after construction. The contractor shall utilize best management practices as directed by the Engineer and as specified in these Special Provisions. See Section 13 Water Pollution Control of these Special Provisions.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

11. PRESERVATION OF PROPERTY

Preservation of property shall conform to the provisions of Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and of these Special Provisions. Attention is directed to Section 9-1.16D, “Mobilization”.

The Contractor shall examine the site and have full knowledge of the conditions and difficulties to be met. No variations or allowance from the contract sum will be made because of lack of knowledge.

The Contractor shall provide the necessary safeguards, shall exercise caution against injury or defacement of existing improvements, survey monuments, and plantings and shall be responsible for the damage resulting from operations. Repair or replacement of such damage shall be at no cost to the County.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

12. DUST CONTROL

Dust control shall conform to the provisions in Section 14-11.04, "Dust Control" of the Standard Specifications and these Special Provisions.

During the performance of the work called for under these Specifications, or any operations appurtenant thereto, the Contractor shall furnish all labor, equipment and means required, and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made for work performed or material used to control dust resulting from the Contractor’s performance of the work, either inside or outside the right of way.

13. DISPOSAL OF SURPLUS MATERIAL

Attention is directed to Section 17-2, “Clearing and Grubbing” and Section 19 “Earthwork”, of the Standard Specifications and the various sections of the Special Provisions. The Contractor shall load, haul from the site of work and properly dispose of all surplus excavated material including, but not limited to, rock, concrete and soil prior to the beginning of any earthwork, the Contractor shall make all arrangements for disposal of the surplus material at offsite locations and shall file with the Engineer the written consent of the owner of the property upon which disposal of surplus material is intended.

Full compensation for conforming to the requirements of this section shall include the removal and disposal of all material required to accomplish the work shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

SPECIAL PROVISIONS - SECTION ‘C’

TECHNICAL SPECIFICATIONS

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1 SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL

1. The work to be done under the Contract, except as modified or supplemented in these Technical Specifications, shall adhere to the following order of precedence:
2. The project plans (Plans).
3. Special Provisions
4. State of California Department of Transportation (Caltrans) Revised Standard Specifications dated April 2018.
5. Caltrans Standard Plans dated October 2018, (Standard Plans), unless otherwise noted in the Technical Specifications.
6. Napa County Public Works Department (County) standards, specifications, and details.

1.02 PURPOSE OF TECHNICAL SPECIFICATIONS

These Technical Specifications are additions or modifications to the Plans, the Standard Specifications, and the Standard Plans.

1.03 APPLICATION OF TECHNICAL SPECIFICATIONS

All requirements of the Plans, the Standard Specifications, and the Standard Plans shall apply unless deleted by these Technical Specifications. In case of conflict, the stricter or more conservative specification, as determined by the Engineer, shall apply.

1.05 SEQUENCE AND SCHEDULE REQUIREMENTS

A. The construction is anticipated to begin in early October of 2020 to be completed by late October of 2020.

B. Ground-disturbing activities may occur between April 1 and October 30 unless otherwise approved by the engineer.

C. The Contractor shall schedule and sequence the work so that all earthwork is completed no later than October 30th, of each year.

1.06 DEFINITIONS

A. County: Napa County Public Works Department

B. Engineer: Director of Public Works or his/her designee

C. Scope of Work: the scope of work depicted on the Plans with reference to the Standard Plans, the Standard Specifications, County standards, and these Technical Specifications.

1.07 USE OF PROJECT SITE

A. The Contractor shall limit his operations to the grading limits and designated access route(s) shown on the Plans or as approved in writing by the Engineer.

B. Staging Area

1. The contractor shall submit a construction staging plan to be approved by the Engineer.
2. The Contractor shall restore the site at the Contractor's own cost prior to demobilization. Failure to restore the site to the property owner's satisfaction will result in delay in release of final payments until the issue has been resolved.
3. Staging Area will be allowed within the public Right-of-Way at a location approved by the Engineer.

C. See Section 9 Mobilization of these Technical Specifications for further requirements for protection of existing property.

1.08 COORDINATION

A. Coordination of work shall conform to Section 10, "Coordination of Work" of these Technical Specifications.

B. The Contractor shall be aware of the following work that may be performed on adjacent properties:

1. Grading to restore slopes.

B. The contractor is responsible for coordinating any utility relocation with utility owners.

1.09 PERMITS OBTAINED BY THE COUNTY

A. The County will obtain the following permits for this project:

1. Environmental permits

1.10 PERMITS OBTAINED BY THE CONTRACTOR

A. All other permits as required for Contractor's Operation

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

2 QUALITY CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Contractor is responsible for Quality Control.

B. The Contractor is responsible for the quality of the Work including materials and workmanship performed by the subcontractors.

C. The Contractor will cooperate and coordinate with the County for Quality Assurance testing performed by the County.

D. The County performing Quality Assurance inspections and testing does not relieve the Contractor from the responsibility of performing all Quality Control testing required to deliver a quality project.

E. Quality Control includes all tasks required to deliver a coordinated and complete project that is in compliance with the intent of the Contract Documents.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 SITE INVESTIGATION AND CONTROL

A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer, any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

3.02 INSPECTION OF WORK

A. The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by the County and other agencies having jurisdiction over the project to assure strict compliance with the requirements of the Contract Documents.

B. The authorized representative of the Engineer on the project site shall be acting directly and through various inspectors at the site. The presence of the inspectors, however, shall not relieve the Contractor of his responsibility for the proper execution of the Work in accordance with all requirements of the contract documents. Compliance is a duty of the Contractor and shall not be avoided by any act or omission on the part of an inspector.

C. All materials and articles furnished by the Contractor shall be subject to inspection. No material or articles shall be used in the Work until it has been inspected and accepted by the Engineer or by the County.

D. Source Inspection: Some material shall be subject to inspection by the Engineer or his authorized representative at the place of production.

E. The presence of the Engineer at the place of production shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment that comply with all requirements of the contract documents.

3.03 SAMPLING AND TESTING

A. Unless otherwise specified in these Technical Specifications all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM or other specified published standards, as applicable to the class and nature of the article or materials considered. The County reserves the right to use any generally accepted system of sampling and testing which, in the opinion of the Engineer, will assure the County that the quality of the workmanship is in full accord with the contract documents.

B. Any waiver by the County of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a "performance bond" to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any prescriptive or performance requirements of the contract documents. "Performance bond" as used in this section is a separate bond in addition to the Contract Performance Bond required in the General Conditions.

C. Notwithstanding the existence of waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the County or any other public agency having jurisdictions over the project, the Engineer shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the contract documents shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

3.04 TIME OF INSPECTIONS AND TESTS

A. Samples and test specimens required under the contract documents shall be furnished by the Contractor and prepared for testing in time for the completion of the necessary tests and analyses before the subject materials or articles are to be used.

B. The County will perform field compaction testing. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the contract documents performance of the required initial test will be by the County and all costs will be borne by the County except that the cost of any test (retesting) after the initial test shall be borne by the Contractor. The County performing Quality Assurance testing does not relieve the Contractor from his responsibility of performing all required Quality Control testing to deliver a quality project.

C. The Contractor at the Contractor’s own expense shall perform field testing for utilities that may be affected by the Work. The Contractor shall coordinate and schedule witnessing of field testing with the County and any other agency having jurisdiction over the project. The Contractor shall notify the Engineer no less than 48 hours in advance of beginning field testing.

D. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the Engineer no less than 48 hours in advance of beginning any work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected so that required inspections can be performed.

E. Failure by the Contractor to notify the Engineer at least 48 hours in advance of any inspection or field testing shall be reasonable cause for the Engineer to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required. All costs of such delays, including its impact or effect upon the Work, shall be borne by the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

3 PROJECT MEETINGS

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes:

1. Contractor participation in a preconstruction conference.
2. Administration of progress meetings.

1.02 PRECONSTRUCTION CONFERENCES

A. The Engineer will administer a preconstruction conference for the purpose of executing County-Contractor agreements and will provide clarification of County and Contractor responsibilities in the use of the Work site and for review of administrative procedures, contract documents, standards, correspondence, and submittal requirements.

1. Personnel present at this meeting are the Engineer, inspector, design consultants, environmental consultant, quality assurance team, archeologist, County representatives, and representatives of other agencies, the Contractor, job superintendent, and the major subcontractors and their foremen or superintendents who will be working on the site.
2. The Contractor shall be prepared to discuss timing, procedures for smooth job progress, items requiring clarification, distribution of documents, and correspondence with the Engineer and other County representatives.

1.03 PROGRESS MEETINGS

A. The Engineer shall schedule and administer project meetings throughout progress of the Work at weekly intervals and other meetings as needed throughout construction.

1. The Engineer shall prepare an agenda with copies for participants and record minutes, and distribute copies within three (3) days to the Contractor, and to the project team. Those affected by decisions made at the meetings may also be notified.
2. Attendance: Contractor's job superintendent, major subcontractors and suppliers, design consultants, environmental consultant, quality assurance team, archeologist, other representatives of the County and other agencies as appropriate to address topics for each meeting.
3. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments, material order and delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of the Work.

B. The Engineer shall prepare and distribute meeting minutes to the project team and other attendees as requested following each meeting after the minutes have been reviewed and approved by the Engineer. Meeting minutes shall include a running list of action items for the Contractor. The contents of minutes do not constitute a part of the contract documents. Contract requirements can only be amended by change order.

1.04 ENVIRONMENTAL EDUCATION MEETINGS

A. Each time workers and/or subcontractors come onto the jobsite for the first time the Contractor shall convene a meeting prior to them commencing any work.

B. Required attendance includes jobsite superintendents, foremen, and workers.

C. Discussions shall include wildlife identification and permit requirements for environmental protection.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

4 SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

1.02 DEFINITIONS

A. Action Submittals: Written and graphic information that requires the Engineer's responsive action.

B. Informational Submittals: Written information that does not require the Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.03 SUBMITTAL PROCEDURES

A. General:

1. The minimum required submittals are included in Section 101 "List of Submittals".

2. The Contractor shall submit six (6) sets of each required submittal

3. Electronic copies of CAD Drawings of the contract drawings will be provided by the Engineer for the Contractor's use in preparing submittals upon the Contractor's written request.

B. Coordination: The Contractor shall coordinate preparation and processing of submittals with the performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

3. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

4. The Contractor shall be responsible for the timely submittal of all project submittals including project submittals for work to be done by subcontractors. The Contractor shall not be entitled to project delays resulting from late, inaccurate, or incomplete submittals.

C. Submittals Schedule: The Contractor shall comply with the construction schedule for time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows: Time for review shall commence on the Engineer's receipt of the submittal. No extension of the contract time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow five (5) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Engineer will advise the Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If an intermediate submittal is necessary process it in same manner as an initial submittal.

3. Resubmittal Review: Allow five (5) days for review of each resubmittal.

E. Identification: Affix a permanent label or title block on each submittal for identification.

1. Indicate the name of the firm or the entity that prepared each submittal on label or title block.

2. Provide a space approximately 6 inches by 8 inches on the label or adjacent to the title block to record the Contractor's review and approval markings and actions taken by the Engineer.

3. Include the following information on label for processing and recording action taken:

a. Project name.

b. Date.

c. Name and address of the Engineer.

d. Name and address of the Contractor.

e. Name and address of subcontractor.

f. Name and address of supplier.

g. Name of manufacturer.

h. Submittal number or other unique identifier, including revision identifier. Submittal number shall use Standard Specification section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).

i. Number and title of appropriate Standard Specification section.

j. Drawing number and detail references, as appropriate.

k. Location(s) where product is to be installed, as appropriate.

l. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the contract documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless the Engineer observes noncompliance with provisions in the contract documents, initial submittal may serve as final submittal.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling and submit directly to the Engineer. Transmit each submittal using a transmittal form.

1. Transmittal Form: Use standardized form approved by the Engineer.

2. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Engineer on previous submittals, and deviations from requirements in the contract documents, including minor variations and limitations. Include the same label information as is affixed to the related submittal.

I. Resubmittals: Make resubmittals in same the form and number of copies as the initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "Approved", or "Approved as Noted".

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals with mark indicating approval by the Engineer.

PART 2 – PRODUCTS

2.01 ACTION SUBMITTALS

A. General: Prepare and submit action submittals required by individual Standard Specification sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Mill reports.
   g. Standard product operation and maintenance manuals.
   h. Compliance with specified referenced standards.
   i. Testing by recognized testing agency.
   j. Application of testing agency labels and seals.
   k. Notation of coordination requirements.
4. Submit product data before or concurrent with samples.
5. Number of Copies: Submit six (6) copies of product data, unless otherwise indicated. The Engineer will return two (2) copies to the Contractor. Mark up and retain one (1) returned copy as a project record document.

C. Shop Drawings: Prepare project-specific information, drawn accurately to scale.

1. Preparation: Fully illustrate requirements in the contract documents. Include the following information, as applicable:
   a. Dimensions.

b. Identification of products.

c. Fabrication and installation drawings.

d. Roughing-in and setting diagrams.

e. Schedules.

f. Design calculations.

g. Compliance with specified standards.

h. Notation of coordination requirements.

i. Notation of dimensions established by field measurement.

j. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 30 inches by 40 inches.

3. Number of Copies: Submit six (6) opaque (bond) copies of each submittal unless otherwise indicated. The Engineer will return two (2) copies to the Contractor. Mark up and retain one (1) returned copy as a project record document.

D. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Standard Specification section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Number of Copies: Submit three (3) copies of subcontractor list, unless otherwise indicated. The Engineer will return two (2) copies to the Contractor. Mark up and retain one (1) returned copy as a project record document.

2.02 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit informational submittals required by Standard Specification sections.

1. Number of Copies: Submit three (3) copies of each submittal unless otherwise indicated. The Engineer will not return the copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements specified in Standard Specification Section 6 – Control of Materials.

B. Contractor's Construction Schedule: Comply with requirements specified in the General Conditions.

C. Qualification Data: Prepare written information that demonstrates the capabilities and the experience of firms and persons. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the contract documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Product and Material Certificates: Prepare written statements on manufacturer's letterhead certifying that product or material complies with requirements in the contract documents.

F. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the contract documents.

PART 3 – EXECUTION

3.01 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the contract and for compliance with the contract documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Engineer.

1. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of the Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the contract documents.

3.02 ENGINEER’S ACTION

A. General: The Engineer will not review submittals that do not bear the Contractor's approval stamp and will return them without action.

B. Action Submittals: The Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. The Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action taken.

C. Informational Submittals: The Engineer will review each submittal and will return it if it does not comply with requirements. If the submittal does meet the requirements the submittal will not be returned. The Engineer will forward each submittal to an appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the contract documents may not be reviewed and may be discarded.

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

5 MEASUREMENT AND PAYMENT

PART 1 – MEASUREMENT AND PAYMENT

1.01 WORK INCLUDED

A. This specification section describes contract requirements for the measurement and payment for work performed under this Contract.

B. Payment for each Contract bid item includes full compensation for all labor, equipment, tools, supplies and incidentals necessary to complete the work.

1.02 MEASUREMENT AND PAYMENT

A. Lump Sum Bid Items:

1. Payment items for the work of this Contract for which contract lump sum payments will be made are listed in the Bid Schedule and described below. All costs for items of work, which are not specifically mentioned in a particular lump sum payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

2. Before the Contractor's first progress pay request on this project, the Contractor shall provide the Engineer with a Schedule of Values (Lump Sum Breakdown) for each Lump Sum bid item shown on Bid Schedule. The Schedule of Values shall be a well-balanced detailed breakdown of work items consisting of estimated quantities, unit prices, material, and equipment costs the Contractor allocates for the work covered under each lump sum bid item.

3. Such Schedule of Values shall not be unbalanced and will be subject to approval by the Engineer and will be used to compute progress payments for lump sum bid item work. The Contractor shall provide proof of costs to justify the submitted Schedule of Values if requested by the Engineer.

4. Where Contract change orders are issued increasing or decreasing the scope of the work and cost the Contractor shall prepare revisions to the Schedule of Values, where necessary, for approval by the Engineer. The revised Schedule of Values will be used for subsequent progress payments.

B. Unit Price Bid Items:

1. Items of work listed in the Bid Schedule that are Unit Price bid items shall be measured for payment as set forth under the description of each relative bid item.

3. All measurements for payment purposes shall be made by the Engineer unless noted otherwise by the Engineer.

C. Waiver Certificate

1. CALIFORNIA LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

a. The Contractor shall submit a Conditional Waiver and Release on Progress Payment form with each progress payment request.

2. CALIFORNIA LIEN WAIVER AND RELEASE UPON FINAL PAYMENT

   a. The Contractor shall submit a Conditional Waiver and Release on Final Payment form with final payment request.

1.03 DESCRIPTION OF BID ITEMS

The Bid Schedule bid items are presented to indicate major categories of the work for purposes of comparative bid analysis, payment, breakdown for monthly progress payments, and final payment to the Contractor under the Contract. The Bid Schedule is not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, equipment, and operations necessary to complete each bid item of work, as shown and specified, and all costs of compliance with all applicable regulations of public agencies having jurisdiction, including, but not limited to, the health and safety requirements of the California Division of Industrial safety and the Occupational Safety and Health Administration of the U.S. Department of labor (OSHA).

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

7 CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes: Closeout procedures, final submittals, final cleaning and adjusting, project record documents, submittal of operation and maintenance data, and warranties and bonds.

1.02 SUBSTANTIAL COMPLETION

A. Substantial Completion means completion of all work in the contract documents, except maintenance of erosion control best management practices (BMPs) throughout the maintenance period.

B. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise County of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting the County unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, damage or settlement surveys, property surveys, and similar final record information.

7. Terminate and remove temporary facilities from Work site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements, including touchup painting.

9. Restore disturbed areas including staging areas and access routes within and to the site.

C. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Engineer that must be completed or corrected before the certificate will be issued.

1. Re-inspection: Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for Final Completion.

1.03 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, the Contractor shall complete the following:

1. Submit a final Application for Payment according to Section 5 – Measurement and Payment Procedures.
2. Submit certified copy of the Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Instruct County personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide services of skilled and competent supervisory personnel to instruct County personnel in the operation and maintenance of all operating equipment and systems provided as part of the Contract.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the Engineer will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Engineer will prepare a final Certificate for Payment after inspection or will notify the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. Re-inspection: Request re-inspection when the work identified in previous inspections as incomplete is completed or corrected.

1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.

1. Organize items applying to each work area.
2. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of the Engineer.
   d. Name of the Contractor.
   e. Page number.

1.05 PROJECT RECORD DOCUMENTS

A. Maintain on the site one set of the following Record Documents to record actual revisions to the Work.

1. Plans.
2. Specifications.
3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings and product data.

B. Store Record Documents separate from documents used for construction. Record information concurrent with construction progress.

C. Record Drawings: Do not permanently conceal any work until required information has been recorded. Legibly mark each item to record actual construction including:

1. Measured elevations of all improvements.
2. Measured horizontal and vertical locations of all improvements including but not necessarily limited to: retaining walls, guard rails, pedestrian railing, ditches, and drains and drainage systems.
4. Field changes of dimension and detail.
5. Details not on original Plans.
6. Deviations from sizes, locations, and other changes to installation as shown on the contract documents.
7. Established locations of underground work, points of connection with existing utilities, changes in direction of underground lines, locations of valves, manholes, etc.
8. Locations of all items not concealed that the Contractor elects to alter or modify from the contract documents contingent upon the approval of the Engineer for the alteration or modification.

D. Specifications: Legibly mark and record at each Product section a description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Modifications with corresponding Addenda or Modification number.

E. Submit all Record Documents to the Engineer with claim for Substantial Completion inspection. Submit documents with a transmittal letter containing date, Project title, the Contractor's name and address, list of documents, and signature of the Contractor.

F. The Engineer will return Contract Drawings and Record Documents to the Contractor. The Contractor shall transfer all as-built information onto a set of reproducible prints for the County’s use.

G. The County will not make Final Payment to the Contractor until the Record Documents are provided by the Contractor.

1.06 WARRANTIES AND BONDS

A. Provide duplicate notarized copies. Execute and assemble documents from the Contractor's submittals and documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in a D-shaped three-ring binder(s) with durable plastic cover. Submit three (3) sets.

B. Submit warranties and bonds prior to final Application for Payment.

1. For equipment put into use with the County’s permission during construction, submit within ten (10) days after first operation.
2. On request of the County, for designated portions of the Work, submit within ten (10) days of commencement of warranty.

3. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

C. The General Conditions of the Contract Documents cover the Contractor's responsibility to remedy defects due to faulty workmanship and materials which appear within one (1) year from the Date of Acceptance. Warranties for more than one (1) year, where indicated in the various sections of the contract documents, shall be in the form of a warranty written on the letterhead of the Contractor, subcontractor, or supplier doing the work or supplying the item to be warranted, as follows:

WARRANTY FOR THE STEELE CANYON ROAD MPM 2.25, RDS 20-41, 2020 FIRE DAMAGE REPAIR – RETAINING WALL

We hereby warrant that the_____which we have installed in NAPA COUNTY, CALIFORNIA for NAPA COUNTY, has been done in accordance with the Drawings and Specifications, and that the work, as installed, will fulfill the requirements of the warranty included in the Specifications. We agree to repair or replace any or all of our work, together with any other and adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of years from the Date of Acceptance of the above named Project, without any expenses whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time, but in no event longer than thirty (30) days after being notified in writing by the Owner, we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed

Subcontractor/Supplier Date

Countersigned

Contractor Date

PART 2 – PRODUCTS

2.01 MATERIALS

A. Cleaning Agents and Equipment: As recommended by the manufacturer or fabricator of the surface to be cleaned.

1. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.01 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the Work or for a portion of Work:

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Pave all access roads to and within the site that are materially damaged from pre-project conditions.
4. Remove tools, construction equipment, machinery, and surplus material from Project site.
5. Remove temporary stormwater best management practices.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the County and private property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Work site and dispose of lawfully.

D. Remove tools, surplus materials, equipment, temporary buildings, sheds, and construction facilities from the site.

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

9 MOBILIZATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. These Technical Specifications replace Section 9-1.16D, "Mobilization" of the Standard Specifications.

B. Mobilization shall consist of the following work:

1. Bonds and insurance.
2. Schedule of values
3. Mobilization of materials and equipment to the site.
4. Providing construction fencing, office trailers, temporary sheds, temporary utilities, and temporary facilities and all preparatory work prior to the commencement of productive work at the site required under this Contract.
5. Provide construction utilities. The Contractor shall locate utility connection points make necessary arrangement with utility agencies for construction water, power and communication, etc. In the event that such utilities are not easily available then the Contractor shall provide such utilities at no additional cost to the County.
6. Preparation of all necessary permits, submittals, notifications, record drawings and other documentations.
7. Coordination and any other items required to complete the construction not otherwise measured and paid for.
8. Demobilization of all of materials and equipment from the site.
9. On-going and final site clean-up.

C. Ground-disturbing activities may only occur between April 1 to October 30 unless otherwise approved by engineer.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION

A. The Contractor shall inspect the site to observe actual field conditions prior to bidding the project.

B. Mobilization shall also include finish work and operations (demobilization) including, but not limited to, removal of personnel, equipment, supplies and incidentals from the project site and clean-up of the project site. The Contractor shall not demobilize equipment from the site until the project is accepted as complete, unless directed otherwise in writing by the Engineer.

C. Mobilization shall also include preparation of all necessary permits, submittals, notifications and other documentation necessary for the performance of the Work.

D. Contractor shall clean all equipment of dirt, mud, and plant material prior to entering the work areas to prevent the introduction of invasive plants.

3.02 PERMITS OBTAINED BY THE COUNTY

A. The County has obtained CEQA clearance for the project. A copy of the CEQA documents will be available to the Contractor upon request.

B. The Contractor shall obtain all other permits required for the performance of the Work.

3.03 PROTECTION OF EXISTING PROPERTY AND CONDITIONS

A. Protection of Work and Property:

1. Confine the storage of materials and workmen's operations to the limits established on the contract documents and by law, permits, and/or directions of the Engineer. Do not unreasonably encumber the premises with materials.

2. Contractor is responsible for the protection and preservation of all materials and equipment located on the construction site.

3. Provide watchman services as may be deemed necessary to safeguard properly all materials, tools, appliances, and work. The County will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes which may occur during or after working hours.

4. Contractor shall promptly comply with all reasonable requests of the Engineer to protect the site.

5. Repair or replace all work performed or materials, supplies, or equipment furnished which may be damaged or lost by any cause, to the satisfaction of the Engineer.

B. Contractor shall be responsible for all damage to all roads, existing vegetation, existing buildings, utilities and other property and improvements resulting from the contractor’s use and shall repair all damage resulting from such use to the satisfaction of the Engineer and at no cost to County.

C. Contractor's Staging Area: Store construction materials and equipment within boundaries of designated staging and storage areas as shown on the Plans and as approved by the Engineer.

D. Tree and Plant Protection:

1. Do not store materials or equipment, or operate or park equipment under the branches of any existing plant to remain except as actually required for construction in those areas.

2. Provide barricades, fences, or other barriers as necessary at the drip line to protect existing plants and trees from damage during construction.

3. Notify Engineer where Contractor feels grading or other construction called for by Contract Documents may damage existing plants/trees to remain.

4. If existing plants to remain are damaged during construction, Contractor shall replace such plants with others of the same species and size as those damaged or as directed by Engineer, at no cost to the County.

3.04 EXISTING UTILITIES

A. The Contractor shall identify, locate, and protect all existing utilities within the limits of work, including onsite and offsite access routes.

B. The location of existing utilities and underground facilities known to the County are shown in their approximate location based on information available at the time of preparing the Contract

Documents. The actual location, size, type and number of utilities and underground facilities may differ from that shown, and utilities or underground facilities present may be present that are not shown.

C. Obtain from the respective agencies the best available current information on location, identification and marking of existing utilities, piping and conduits and other underground facilities before beginning any excavation. Call Underground Service Alert at 800-642-2444 for information at least 48 hours in advance of beginning work.

D. The Contractor will have to coordinate location, connection points for construction power, water, communication etc., with respective utility.

3.06 ACCESS TO THE PROJECT SITE

A. Access to the site is over public roads. Exercise care in the use of such roads and repair any damage to the satisfaction of the County or agency having jurisdiction over the road.

B. Under no circumstances shall the Contractor use any other private roads that are not designated for access.

C. Comply with all dust control requirements per Section 14, "Environmental Stewardship" of the standard specification and these technical specifications

D. Do not track mud onto private or public roads. The Contractor shall employ a street sweeper as needed to keep all paved surfaces free of tracked mud or dirt.

PART 4 – MEASUREMENT AND PAYMENT

The contract lump sum price paid under Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization and demobilization as specified in this section and conforming to the provisions of this section and no additional compensation will be allowed.

10 COORDINATION OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Contractor shall coordinate work with work to be performed by others which may include but may not be not limited to:

1. PG&E doing repair work in the project area.

3. Allow CalFire or any fire fight service access as requested.

Utility Contacts:

PG&E: Phil Souza, Email: p2s3@pge.com, Phone: (415) 744-4619

AT&T: Bob Keating, Email: pg7642@att.com, Phone: (707) 666-4524

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

12 TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.01 SUMMARY OF WORK

A. This section includes specifications for all Temporary Traffic Control required for the project and shall include and not be limited to: temporary traffic signal and lighting system, construction area signs, flagging, placing and installing temporary traffic-handling equipment and devices, maintaining traffic, placing and installing temporary traffic control systems, and placing temporary pavement delineation, etc.

B. Temporary Traffic Control Plan shall conform to Section 12, “Temporary Traffic Control” of the Standard Specifications and these Technical Specifications. Temporary Traffic Control must also comply with Part 6, "Temporary Traffic Control," of the California MUTCD.

C. The Contractor shall inspect the site to observe actual field conditions prior to bidding the project.

D. The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans and to maintain the temporary traffic control and signal system in full time operation for the duration of the construction work requiring single lane traffic control, as specified in these Technical Specifications, as directed by the Engineer and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified in this section which is necessary to complete the work necessary to provide and maintain the system described, or shown, shall be furnished and installed as part of this contract at no additional cost.

E. The Temporary Traffic Control System for lane closures is for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the approved Traffic Control Plan, Section 12, "Temporary Traffic Control" of the Standard Specifications and these Technical Specifications.

F. Temporary Traffic Signal System shall conform to these Technical Specifications.

G. Type III Barricade shall conform to Section 12-3.10, “Barricades” of the Standard Specifications and these Technical Specifications.

H. Construction Area Signs shall conform to Section 12-3.11, “Construction Area Signs” of the Standard Specifications and these Technical Specifications.

I. Temporary Pavement Delineations shall conform Section 84-2, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these Technical Specifications and shall include but not be limited to: Traffic Stripe (Tape), Temporary Pavement Marker (Tape), Channelizer (Surface Mounted), etc.

J. Temporary Railing (Type K) shall conform to Section 12-3.20, "Type K Temporary Railing" of the Standard Specifications.

K. Temporary Crash Cushion Module shall conform shall conform to Section 12-3.22, “Temporary Crash Cushion Module “of the Standard Specifications and these Technical Specifications.

1.02 SUBMITTALS

A. Prior to the commencement of work, and within ten (10) days following the notice to proceed, the Contractor shall submit:

1. Schedule of values
2. Three (3) copies in three-ring binders of a complete list of equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval.
3. Temporary Traffic Control Plan for Engineer's approval.

B. Shop drawings shall be submitted in a complete package. Partial submittal will not be considered.

1.03 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

A. The Contractor shall be responsible for all work and materials and/or equipment installed under these Plans and Specifications.

B. The Contractor shall repair or replace at his expense, any defective work, material, or equipment that may become evident during the operation of the temporary traffic signal system.

C. If any part (or parts) of the temporary traffic signal system fails while the temporary single lane traffic control system is in operation, the Contractor shall provide flaggers until such time as the temporary traffic signal system is operational.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Temporary Traffic Signal System shall conform to these Technical Specifications.

B. Type III Barricade shall conform to Section 12-3.10B, ""Materials" of the Standard Specifications.

C. Construction Area Signs shall conform to Section 12-3.11B, "Materials" of the Standard Specifications.

D. Temporary Pavement Delineations shall conform to these Technical Specifications. Painted traffic stripes used for temporary delineation must comply with Section 84-2.02, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these Technical Specifications.

1. Temporary Centerline Delineation - Temporary pavement markers must be the same color as the centerline markers being replaced. Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.
2. Temporary Edge Line Delineation - Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions

E. Temporary Railing (Type K) shall conform to Section 12-3.20B, "Materials" of the Standard Specifications

F. Temporary Crash Cushion Module shall conform to Section 12-3.22B "Materials" of the Standard Specifications.

PART 3 – EXECUTION

3.01 INTERRUPTION OF EXISTING UTILITIES

A. The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

3.02 REGULATIONS AND CODE

A. All work and materials shall conform to the latest codes, rules and regulations of the following:

1. State codes and ordinances
2. Local City and/or County ordinances
3. National Electrical Code
4. International Building Code

B. Nothing in these Technical Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

C. The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to any work in these areas.

3.03 MAINTAINING TEMPORARY TRAFFIC CONTROL SYSTEM

A. Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

B. For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period.

C. The Contractor may store the components at selected central locations designated by the Engineer with the limits of the roadway.

3.04 TEMPORARY PAVEMENT DELINEATIONS

A. Painted traffic stripes used for temporary delineation must comply with Section 84-2, “Traffic Stripes and Pavement Markings" of the Standard Specifications and these Technical Specifications. The scope of work shall include: placing, applying, maintaining, and removing temporary pavement delineation.

B. Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place centerline pavement delineation for traveled ways open to traffic.

C. Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

D. Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

E. When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

F. Temporary Lane Line and Centerline Delineation

1. Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

2. For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

G. Temporary Edge Line Delineation

1. Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

2. The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

3. Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

4. Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

3.05 TEMPORARY RAILING (TYPE K)

A. Temporary Railing (Type K) shall conform to Section 12-3.20C, "Construction" of the Standard Specifications.

3.06 CONSTRUCTION AREA SIGNS

A. Construction Area Signs shall conform to Section 12-3.11C, “Construction” of the Standard Specifications.

PART 4 – MEASUREMENT AND PAYMENT

The contract lump sum price for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the Plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

13 WATER POLLUTION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. These Technical Specifications shall conform to Section 13, "Water Pollution Control" and Section 21, "Erosion Control" of the Standard Specifications and these Special Provisions.

B. This section describes the following work:

1. Implementation of the Best Management Practices and Erosion Control Plan
2. Implementation of sediment and erosion control measures (1) during construction, and (2) upon completion of construction.

1.02 PERMITS

RESERVED

1.03 DEFINITIONS

A. Construction Period: Between the dates of Notice to Proceed and Substantial Completion of the Work.

B. Maintenance Period: Between the date of Substantial Completion and three (3) months from substantial completion.

C. Seeding: Application of seed by hydraulically applied methods. Used interchangeably with Hydro-mulching.

1.04 WATER POLLUTION CONTROL PROGRAM

A. The Contractor shall select and implement additional BMPs that are appropriate for the site and the Contractor's actual methods of construction, access and project phasing. The BMPs included in the Erosion Control Plan shall be selected in conformance with the SWRCB BMPs Construction Practice Handbook and the Napa County Grading Ordinance Chapter 16.28, Storm Water Management and Discharge Control.

B. The Contractor's erosion and sediment control measures shall comply with the newest SWRCB Construction Storm Water Program:
http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

1.05 NPDES CONSTRUCTION GENERAL PERMIT

Not required.

1.06 SEDIMENT AND EROSION CONTROL

A. The Contractor shall install and maintain erosion and sediment control measures to mitigate the potential for sediment migration from the work area and into any drainage system and water bodies. The Contractor shall modify and enhance these measures regularly to meet County, State and Federal regulations and prevent sediment migration at no additional expense to the County.

B. Comply with specific measures for sediment and erosion control as required for compliance and as directed by the Engineer.

1.07 NON-STORM WATER CONTROL

A. The Contractor shall designate one fueling and wash area within the staging areas. The Contractor shall only perform fueling, maintenance and emergency repair of vehicles and equipment within the designated fueling area or offsite.

B. The designated fueling and wash area shall be constructed to provide containment of any spills and to prevent any waste from contacting and penetrating the ground by use of methods such as berms and/or liners. The Contractor shall submit details of its fueling and wash area for Engineers approval.

C. Inspect all equipment for leaks immediately prior to the start of construction, and regularly thereafter until equipment is removed from the site. Equipment repair (other than emergency repairs) shall be performed offsite.

D. Any hazardous materials and/or hazardous substances that the Contractor deems necessary for performance of the work shall be stored, used and contained within the fueling and wash area. Dispose of all contaminated water, sludge, spill residue, or other hazardous compounds offsite at a lawfully permitted or authorized facility.

E. Clean up any accidental leaks or spills immediately and remove any contaminated soils or other materials offsite. Dispose offsite in accordance with all applicable laws. Contractor shall maintain onsite spill kits for emergency cleanup throughout the life of the project.

F. Immediately notify the Engineer in the event of any spill or release of any chemical in any physical form in the site during construction.

G. In case of any accidental spill, upon the Contractor's removal and cleanup of the designated fueling area, the Contractor will sample and analyze underlying soil for petroleum hydrocarbons and/or other chemical constituents as appropriate to determine if any contamination has occurred. The Contractor shall submit test results to the Engineer. The Contractor shall be solely responsible for all costs incurred in removing any contamination caused by its activities. This includes, but is not limited to, contamination caused by accidental spills or leaks, wheel tracking, water runoff, water run on and erosion.

1.08 SUBMITTALS

Attention is directed to all of the provisions of Section 21, "Erosion Control," of the Standard Specifications and these Special Provisions.

1.08 QUALITY ASSURANCE

A. Contractor Qualifications: The Contractor shall demonstrate to the satisfaction of the Engineer that it is a qualified landscape Contractor with a valid California C-27 license and a minimum of five (5) years of experience whose work has resulted in successful establishment of native grass cover in disturbed wild land settings.

B. Attention is directed to all of the provisions of Section 21, "Erosion Control," of the Standard Specifications and these Special Provisions.

1.09 DELIVERY, HANDLING AND STORAGE

A. Attention is directed to all of the provisions of Section 21, "Erosion Control," of the Standard Specifications and these Special Provisions.

B. All commercially processed or packaged materials shall be delivered to the site in sealed bags or containers clearly marked to identify the item or materials.

C. The Contractor shall provide a storage yard with appropriate temporary security fencing at the staging area(s) shown on the contract documents or as designated by the Engineer, in which to secure and store equipment and associated construction materials used in this work.

D. Fabric Materials:

1. Each roll of fabric material shall be wrapped with a material covering that will protect them from damage due to shipment, direct sunlight and storage.

2. Handling of the materials on site shall utilize manufacturer-approved methods, such as forklifts, cables and slings. Materials shall be kept clean and free from damage prior to installation. Fabric materials shall be protected from direct sunlight, ultra-violet rays, and temperatures greater than 140 degrees Fahrenheit, mud, dirt, dust and debris during shipment and storage. To the extent possible, the fabric shall be maintained wrapped in a heavy duty protective coating.

1.10 WARRANTY

A. All work shall be done by an experienced contractor familiar with California native grasses and their horticulture and industry methods and standards for grass seeding. The Contractor shall employ modern equipment and state of the art methods and techniques. The Contractor shall have a minimum of five (5) years of applicable on the job experience with native grass seeding and weed control during native grassland establishment periods.

PART 2 – PRODUCTS

2.01 BEST MANAGEMENT PRACTICES (BMPs)

A. The following is a list of products for typical BMPs that the Contractor shall employ throughout the site for erosion and sediment control.

1. Silt Fence: Woven filter fabric, UV resistant silt fence. Wooden or steel posts three feet high minimum (does not include embedment).

2. Straw/coir Fiber roll: 100% Biodegradable 10-inch minimum diameter straw or coir/straw fiber roll. North American Green Sediment STOP, or approved equivalent.

3. Attention is directed to all of the provisions of Section 21, “Erosion Control,” of the Standard Specifications and these Special Provisions.

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

A. At a minimum, the Contractor shall install and maintain temporary erosion and sediment control measures in accordance with the Erosion Control Plan and manufacturer’s recommendations, as shown on the Plans and as required by these Technical Specifications. In case of a conflict, the more rigorous installation requirements, as determined by the Engineer, shall apply.

B. Implement additional measures as needed to control erosion from exposed soil surfaces and to reduce sediment runoff from the project site. These measures shall be implemented and maintained throughout the construction and maintenance periods.

C. During the construction period, the Contractor shall maintain onsite sufficient quantities of erosion and sediment control materials to be installed in the event that rain is forecast, and for

rapid response to failures or emergencies. The Contractor shall consult the local weather forecast daily.

D. If rain is forecast during construction, the Contractor shall, at a minimum, secure all soil stockpiles by covering and/or installing a perimeter silt barrier.

E. All temporary erosion control measures shown on the Plans and additional measures deemed necessary for the maintenance period shall be installed at the time of substantial completion.

F. Seeding area must be scarified to a minimum depth of one (1) inch using a flexible tine harrow or hand tools to create a loose and friable topsoil medium prior to broadcast seeding operations.

3.02 COIR/STRAW FIBER ROLLS

A. Coir/straw fiber rolls shall be installed in accordance with manufacturer's recommendations and as shown on the Plans.

B. Coir/straw fiber rolls shall be installed on all areas disturbed during construction, spaced as shown on the Plans, or closer, if needed for adequate erosion control. Risk level 2 projects require that linear sediment controls such as fiber rolls be installed at the toe of slope, face of slope and at grade breaks to comply with sheet flow lengths at a no more than 20-feet apart on slopes less than 25%.

C. Install all coir/straw fiber rolls subsequent to completion of fine grading in an area, and in all cases by October 15. Maintain coir/straw fiber rolls throughout the maintenance period. Following each rain event inspect coir fiber rolls, and replace anchoring stakes and/or coir fiber rolls as needed.

D. Install coir fiber roll in accordance with manufacturer's recommendations and the following requirements:

1. Embed the fiber roll a minimum of four (4) inches below grade. Install fiber rolls by excavating a four (4) inch deep by ten (10) inch wide trench, placing the fiber roll into the trench, and backfilling with soil or gravel, as needed for proper anchoring.

2. Stake the fiber roll at three (3) feet on center. Install additional stakes as needed to completely anchor the coir fiber roll.

3. Align coir fiber roll installations along elevation contours.

4. Turn last ten (10) feet of fiber roll at right angles in the upslope direction (in an "L" shape), to allow for capture and dispersion of surface runoff.

3.03 SILT FENCES

A. Silt Fences shall be used and installed as necessary during the project construction period as a temporary measure for sediment and erosion control.

B. At a minimum, install silt fences to enclose soil stockpiles if rain is forecast and at the active channel bank (wet edge) throughout floodplain grading operations.

C. Silt fence placement and removal shall be coordinated and approved by the Engineer.

D. Install silt fence in accordance with manufacturer's recommendations.

3.04 MAINTENANCE

A. The Contractor shall regularly inspect, maintain and repair temporary erosion control measures throughout construction and the maintenance period. Inspect all temporary erosion control

measures when rain is forecast, and immediately following rainfall events. Inspect graded areas after storm events.

B. Following each event, remove accumulated sediment, repair any damage and install any additional measures as needed. Follow all monitoring and reporting requirements per Section 14 Environmental Stewardship of these Technical Specifications.

3.05 CLEANUP

A. Upon completion of the maintenance period, remove all materials and dispose of properly at approved offsite facility. Regrade and restore natural drainage patterns at locations of disturbance and smooth grades and replace erosion control BMPs.

PART 4 – MEASUREMENT AND PAYMENT

The contract price paid for the Erosion and Sediment Control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in this section as specified in this Technical Specifications, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed.

14 ENVIRONMENTAL STEWARDSHIP

PART 1 – GENERAL

1.01 DESCRIPTION

A. Environmental stewardship shall conform to Section 14, "Environmental Stewardship" of the Standard Specifications and these Technical Specifications.

B. This section describes environmental protection measures to be applied throughout the duration of the Work, including the following:

1. Dust Control
2. Noise Control
3. Wildlife Protection
4. Cultural and Prehistoric Resources

C. General Requirements: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and ground contamination or pollution.

D. Attention is directed to Section 13, Water Pollution Control and other related sections of the Special provisions.

E. Work Windows

1. Ground-disturbing activities will occur between April and October 30.

1.02 PERMITS

A. Environmental document obtained for this project include specific requirements for sediment, erosion, water and pollution control and wildlife protection which shall be adhered to at all times. See Section 9, "Mobilization" for permits obtained by the County, if any.

1.03 DUST CONTROL

A. During the performance of all Work under the contract documents, the Contractor shall employ conscientious and effective means of dust control. The Contractor shall assume responsibility for all damages, delays, government-imposed penalties or fines, and claims that result from the Contractor's dust control practices. Comply with Bay Area Air Quality Control District (BAAQCD) published guidelines.

B. Dust control activities will primarily be associated with soil excavation, backfill and compaction, hauling and transport loading operations; however, the Contractor's responsibility for dust control shall cover all the Contractor's operations and shall be continuous (even outside of business hours) throughout the duration of the Work.

C. At a minimum, the Contractor shall control dust using the following methods.

1. Limit vehicle speeds to 10 miles per hour (mph) on unpaved roads.
2. Water all active construction areas and access routes at least three (3) times daily during dry and dusty conditions.
3. Water exposed soil surfaces, soil stockpiles, or other dust generation sites, at the frequency necessary to prohibit dust generation.
4. Provide watering equipment capable of applying water to the point of dust generation.

5. Use the minimum practicable drop heights during transport vehicle loading.
6. Wash all equipment prior to delivery to the site, periodically during construction, and prior to leaving the Work site.
7. To the extent practicable, equipment shall be selected and operated in a manner that minimizes dust generation. All equipment shall be checked by a certified visible emissions evaluator.
8. Maintain equipment engines in good condition and properly tuned (in accordance with manufacturer's specifications).
9. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
10. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

D. Excessive Watering: Except as required by the Engineer, the Contractor shall not employ dust control methods that result in ponded water, erosion, or an increase of the water content of excavated soil by more than one (1) percent above the water content that existed when excavated.

E. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

1.04 NOISE CONTROL

A. Comply with local noise ordinances. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from residences or businesses located near the Work site. See Section B of these Special Provisions for work hours.

B. Internal combustion engines shall be equipped with a muffler of a type recommended by the manufacturer. Equipment and trucks used for construction shall utilize the best available noise control techniques (e.g., engine enclosures, acoustically-attenuating shields or shrouds, intake silencers, ducts, etc.).

C. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of the CCR). Signage shall be provided for construction workers at all access points.

D. Construction workers shall be cautioned on published risks associated with not using ear protection when around heavy equipment operations.

E. Stationary noise sources and staging areas shall be located as far from sensitive receptors as possible. Dewatering pumps and generators, if required to operate during the nighttime, will be placed so that the estimated noise level at the nearest residential receptor does not exceed 60 dBA. This can be achieved by locating the pump and generator at least 725 feet from the nearest receptor or incorporation of mufflers and noise barriers to reduce the noise levels.

F. Signs shall be posted at the construction site that include and describe permitted construction days and hours and a day and evening contact number for the job site. A complaint and enforcement manager shall be appointed to respond to and to track noise complaints.

1.05 WILDLIFE PROTECTION

A. The Work site and adjacent areas may contain sensitive habitats that could be suitable for special-status wildlife.

B. Comply with all permit requirements for wildlife protection per Section 9 Mobilization and Environmental Documents.

C. Using orange construction fencing and signage, designated construction limits so that no access by equipment or personnel is allowed into non-construction areas. Disturbance or removal of vegetation outside of the designated construction area is not allowed.

D. The County's Biological Monitor will perform pre-construction surveys, inspection of construction limit barrier fencing, environmental training, and monitoring and wildlife relocation as summarized in the table below. The Contractor shall cooperate with the County's Biological Monitor throughout construction and provide adequate notification to the County to allow sufficient time for required activities.

1.06 MINIMUM WILDLIFE PROTECTION MEASURES

A. At a minimum, the Contractor shall comply with the following measures for wildlife protection:

1. Trash and waste material must be properly disposed of in trash receptacles that prevent the access or trapping of native animals. These containers shall be available and used at all times.

2. Trash shall be removed from the site daily.

3. All equipment such as buckets, and open holes, trenches or items that may potentially trap sensitive animals must be covered by the end of each workday. (If this is not possible, one or more escape ramps constructed of earth fill or wooden planks will be established in the hole at an angle no greater than 30 degrees.)

4. Thoroughly inspect all holes or trenches for animals before filling. If at any time, wildlife is discovered trapped in a trench or pit, halt work and notify the County's representative immediately.

5. Storage of any pipes measuring four (4) inches or greater in diameter at the site will be avoided, or the ends of any such pipes will be sealed with tape as they are brought to the site. Visually check all sections of construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed and attached together, or shall have the ends capped while stored on site so as to prevent wildlife from entering. After attachment of the pipe sections to one another, whether installed or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped within the pipeline.

6. Allow any wildlife encountered during the course of construction to leave the construction area unharmed. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the removed material.

7. No cats or dogs or firearms (except for federal, state, or local law enforcement officers or security personnel) will be permitted onsite to avoid harassment, killing, or injuring of protected wildlife.

8. Erosion control fabric with plastic netting may not be used.

9. Lighting of the project site by artificial lighting during night time hours should be minimized to the maximum extent practicable.

1.08 CULTURAL AND PREHISTORIC RESOURCES

A. The Contractor shall (1) suspend work in the area and (2) notify the Engineer immediately, if evidence of any of the following are items encountered during performance of the Work:

1. Archaeological artifacts
2. Fossils
3. Human remains

1.09 CLOSE-OUT

After project acceptance you have no further responsibility for the NOA in place within the job site. You will not be considered a generator of the hazardous material and no further action is required.

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the

16 TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 SUMMARY

A. The section includes: Requirements for installation, maintenance, and removal of temporary utilities, facilities, controls, construction signs, traffic control and construction aids during construction.

1.02 TEMPORARY UTILITIES

A. General: The Contractor shall provide all necessary temporary utilities required during construction, including all necessary temporary meters, equipment, wiring, piping, fixtures, and connections. The Contractor shall remove the same when they are no longer necessary and at the completion of the Project.

1.03 CONSTRUCTION FACILITIES

A. Contractor's Field Office: At the Contractor's option, the Contractor may provide and maintain a temporary job office on the site for the Contractor's use. The location of the office shall not interfere with the Work nor with traffic on public roadways

B. Temporary Storage for Tools, Materials, and Equipment: It is the Contractor's responsibility to provide temporary storage sheds or other enclosed temporary structures as required or as deemed necessary by the Contractor to protect material and equipment stored on site. The Contractor shall remove the same when they are no longer necessary and at the completion of Work.

C. Temporary Sanitary Facilities: It is the Contractor's responsibility to provide and maintain adequate toilets, washing facilities, and drinking facilities for workers. Such items shall comply with all governing health and sanitation requirements. The Contractor shall remove the same at the completion of the Work.

1.04 TRAFFIC CONTROL, TEMPORARY BARRIERS AND ENCLOSURES

A. General Protection: Provide all temporary barricades, fences, caution signs, and warning lights as required for the safety of persons. Operate warning lights during hours from dusk to dawn each day. Take whatever care is necessary to avoid damage to adjacent buildings and property, public rights-of-way, and facilities or utilities to remain, whether on the Work site or adjacent to it, and be liable for any damage thereto or interruption of service due to Contractor's operations.

B. Temporary Fences and Barricades: Provide and maintain all temporary site fences, tree protection fencing and barricades as required for the Work, and remove the same upon the completion of the Work.

C. Prior to start of work the Contractor shall submit Traffic Control Plans for all project phases for the Engineer's review and approval. Plans shall include all necessary measures to control public traffic and construction traffic entering, exiting, and traveling adjacent to the Work site.

D. No road closure is allowed at any time.

E. Contractor shall keep access to all private properties at all time.

1.05 SITE MAINTENANCE

A. Cleaning During Construction:

1. Control accumulation of waste materials and rubbish; periodically dispose of legally off-site.

2. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.06 PROJECT IDENTIFICATION

A. Project Signs: Provide a project job sign, minimum 30 square feet in size, of wood painted with lettering by a professional sign painter. The content of the sign will be as determined by the County. Obtain approval for location of the sign from the County before installing. Remove the sign on completion of the Work and dispose of legally off the site. Allow no other signs to be displayed.

1.07 REMOVAL

A. Remove temporary facilities, fencing, materials, equipment, services, and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities. Remove temporary underground lines and installations; grade site as indicated on the Plans. Restore existing facilities used during construction to the original condition when first installed unless specified otherwise by the Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Temporary materials and equipment may be new or used, but shall be adequate in capacity for the required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

B. Hazardous or Flammable Chemicals: Use and store hazardous or flammable chemical liquids or gases brought into the Project site in acceptable containers conforming to requirements of OSHA. Use such materials in a manner that will prevent their accidental release into other areas. Do not discard such materials on the jobsite. Remove empty containers from the Work sites immediately and dispose of in the proper manner.

PART 3 – EXECUTION - NOT USED

PART 4 – MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

17 CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 SUMMARY OF WORK

A. Clearing and Grubbing shall conform to Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Technical Specifications.

B. The work includes the following:

1. Removal of debris and minor demolition within the limits of work.
2. Specific non-native vegetation removal practices within the project area.
3. Legal disposal of removed vegetation and debris off-site.
4. Removal of Concrete Cap

C. The Contractor shall protect all native trees and all other native vegetation not slated for removal. Prior to commencing construction, the Contractor shall install temporary fencing, flagging or equivalent around the perimeter of all vegetated areas and/or individual trees to be preserved, including dead trees (i.e. "snags"), and any other on-site improvements. Prior to commencing work, the Contractor the limits of clearing and grubbing with the Engineer and make field adjustment to the limits of work as directed by the Engineer.

D. The Contractor shall remove debris including timber, rock, concrete, rubble, trash, and other items which may exist within the limits of work for this contract. Rocks and boulders may be reused in the Work as directed by the Engineer. The Contractor shall verify potential for reuse of these materials with the Engineer prior to off-haul and disposal activities.

E. Unless shown to be removed or altered, existing improvements and facilities, utilities, adjacent property, trees and plants are not to be removed and shall be protected from injury or damage.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 CONSTRUCTION

A. Work shall conform to Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these Technical Specifications.

3.02 CLEARING AND GRUBBING

A. Limit clearing to three (3) feet beyond limits of earthwork.

B. Areas shall be cleared and grubbed by removing obstructions, trees, shrubs, grass, and other vegetation. Use only hand methods for grubbing within the drip lines of remaining trees.

C. The Contractor shall take care to avoid damaging any trees or native herbaceous plants designated to remaining.

3.06 MINOR DEMOLITION AND DEBRIS REMOVAL

A. Remove any man-made structures to prevent interference with the work outlined within these specifications. Any demolition of unidentified structures by the Contractor not visible and

accounted for during the initial bid walk shall be negotiated as extra work, subject to authorization by the Engineer.

B. Remove incidental debris encountered during vegetation removal and segregate and dispose of debris off-site. Vegetative matter is not debris. Any debris removal that meets any one of the following criteria shall be negotiated as extra work, subject to authorization by the Engineer:

1. Debris that requires special equipment for removal.
2. Hazardous debris that requires special off-site disposal per the County's direction.

C. Except for materials indicated to remain as the Owner's property, removed vegetation, debris and other materials are the Contractor's property. Remove materials from site and dispose of in a legal manner.

PART 4 – MEASUREMENT AND PAYMENT

A. The contract lump sum paid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, as shown on the Plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Engineer and no separate payment will be made.

B. The contract lump sum paid for Concrete Cap Removal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, as shown on the Plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Engineer and no separate payment will be made.

19 EARTHWORK

PART 1 – GENERAL

SUMMARY OF WORK

1.01 Earthwork shall conform to Section 19, "Earthwork" of the Standard Specifications and these Technical Specifications.

1.02 This section applies to all earthwork required for the Work (.Replace Lagging and Pile Cap) and shall include but may not be limited to:

1. Excavation as necessary to place new concrete lagging.

A. Structure Excavation shall conform to Section 19-3, "Structural Excavation and Backfill" of the Standard Specifications unless otherwise specified in these Technical Specifications. The contractor is to excavate only what is necessary to replace the wall lagging. The contractor is responsible to return the roadway to its existing condition at the start of construction.

1.05 SUBMITTALS

A. Refer to Section 4 "Submittal Procedures" of these Technical Specifications.

B. The Contractor shall not deviate from the approved Operations Plan unless a revised plan has been approved in writing by the County. Failure to adhere to an approved plan shall be cause for rejection of Contractor's request for payment for Excavation bid items, until the plan has been brought into conformance.

C. Offsite Disposal Location(s): Prior to transporting any excavated material offsite, the Contractor shall submit the proposed offsite disposal locations for approval by the Engineer.

1.06 PROTECTION

A. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

B. Adequate protection measures shall be provided at the site to protect workmen. The site will be protected from the public. The site shall be fully protected throughout the operations.

C. Excavation, trenching and shoring shall be in accordance with Occupational Safety & Health Administration (OSHA). Attention is directed to Section 8, "Sheeting, Shoring and Bracing," of the Special Provisions.

D. The Contractor shall excavate the length of trench that can be completed for that day. In the event that trench will remain open it shall be plated and barricaded.

E. Any construction review of the Contractor's performance conducted by the Engineer or the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

F. Dewatering activity shall be in compliance with Section 13 Water Pollution Control and other applicable State, Federal and County regulations. Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.

G. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

H. Surface drainage provisions shall be made during the period of construction in a manner to avoid creating a nuisance to adjacent areas.

I. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.

PART 2 – MATERIALS

2.02 Materials for Structure Backfill shall conform to Section 19-3.02, "Materials" of the Standard Specifications unless otherwise specified in these Technical Specifications.

2.03 Imported borrow shall conform to Section 19-7.02C, "Imported Borrow."

2.04 Pervious Backfill Material (Retaining Wall) includes the filter fabric. Pervious Backfill Material (Retaining Wall) shall conform to Section 19-3.02D. Filter fabric must be Class A and conform to Section 96, "Geosynthetics" of the Standard Specifications.

PART 3 – EXECUTION

3.01 SEQUENCE OF WORK

A. Prior to commencing earthwork, the Contractor shall stake the grading limits of all earthwork items for review and approval by the Engineer. Adjust stakes as instructed by the Engineer to meet the design intent and to provide protection of existing trees to remain.

B. Excavation and fill placement shall progress in an orderly manner, with completion of contiguous areas as work progresses. Limit the area of active grading as needed for dust and erosion control.

C. Comply with all restrictions on timing and duration of earthwork activities as required by project Environmental Documents.

D. See also tentative schedule and sequence requirements listed in Section 1 Summary of Work. Contractor shall submit a construction schedule and sequence of work plan for the Engineer's approval.

E. The Geotechnical Engineer of record must be on site during the first day of drilling operations.

3.02 CONTROL OF WATER

A. The Contractor shall be aware that surface water and/or groundwater may enter the areas of excavation. The work includes excavation of material from below the groundwater surface.

B. The Contractor shall provide and operate equipment to control water as needed to keep excavations free of standing water as the Contractor deems necessary for safe and efficient execution of the Work. The Contractor shall provide equipment to remove, contain, treat and dispose of surface and groundwater entering the excavation. The Contractor shall treat and contain removed water as needed to adequately remove suspended sediment prior to disposal. Dispose of water in an environmentally acceptable manner, in accordance with project permits, applicable law, and such that property is not damaged. The Contractor shall avoid settlement or damage to adjacent property from dewatering operations.

C. Contractor shall be responsible for obtaining all necessary permits for treatment and disposal of groundwater removed from the excavation.

3.03 SEGREGATING MATERIALS

A. The Contractor should not assume that all earthen fill material needed for the project will be available onsite. Import may be required.

B. The Contractor shall segregate excavated material onsite as needed to meet the project specifications.

C. The Contractor shall segregate debris from earthen and gravel materials for all excavated material. Debris is considered to be all non-earthen material that is unsuitable for reuse onsite and must be disposed offsite of separately from earthen material.

3.05 FILL PLACEMENT AND COMPACTION

A. Subgrade Grading: The Contractor shall grade and compact subgrade to meet lines and grades for the work.

B. During all compacting operations the Contractor shall maintain optimum moisture content of the fill so that the specified relative compaction is obtained in each lift. The Contractor shall conduct the necessary moisture conditioning as needed to place fill in accordance with these Technical Specifications. Maintain moisture content uniform throughout the lift. At the time of compaction the water content of the materials shall be at optimum moisture content, plus 0 to 3 percentage points.

C. Fill compaction by ponding and jetting will not be permitted.

D Place pervious backfill and filter fabric drain system per the limits shown on the contract plans.

E Install pervious backfill in conformance with Section 19-3.03G.

3.06 FINE GRADING

A. The Contractor shall finish the work within the grading limits to smooth slopes to the lines and grades shown on the Plans.

B. All excavated surfaces shall be graded to drain.

3.08 SLOPES

A. Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of two (2) inches.

3.09 BORROW MATERIAL

A. The portion of imported borrow placed within four (4) feet of the finished grade must have a resistance (R-value) of at least fifty (50).

B. Obtaining imported borrow includes the following.

1. Clearing and grubbing the material site. Strip the site of materials that may adversely affect the specified material properties.

2. Selecting material within the source.

3.10 TOLERANCES AND ACCEPTANCE

A. The Contractor shall endeavor to excavate and place fill to the finish grade neat lines indicated on the Plans. A tolerance of plus or minus 3 inches (+/- 0.25 foot) vertical deviation of final grade from these neat lines will be allowed at all locations unless noted otherwise.

B. The project may not be accepted as complete if finished grade is outside the limits of these tolerances. In addition, areas of contour grading shall conform to the shapes and slopes indicated in the Plans so that graded areas drain. The County may require the Contractor to conduct additional work at the Contractor's expense to complete excavation and fill to the lines and grades shown on the Plans, within these tolerances. The County may require surveying to demonstrate conformance with the finished grades shown on the Plans.

C. The Contractor shall perform post-construction surveys as described in Section 7 Construction Survey. Any additional surveying required due to non-conformance shall be performed by the Contractor and at no expense to the County.

D. The Contractor shall furnish the use of equipment and personnel to the County if requested by the County as may be reasonably necessary for inspection of the work.

E. Excavation and fill placement that is continuously over or under the finished grade, as determined by the Engineer, is not allowed.

F. The Contractor shall be responsible for the repair of slope failures that occur during his operations at the Work site.

3.01 EXCAVATION

A. Excavate all materials to lines, grades, and slopes as shown on the plans to accommodate the finished contours or grades.

B. The County has no knowledge of the existence of artificial obstructions of a size or character that would necessitate the use of special equipment for their removal.

C. Blasting will not be permitted.

D. Excavation Support: Excavation shall be adequately shored, braced, sloped or otherwise supported in accordance with applicable laws, and as the Contractor deems necessary for safe and controlled performance of the earthwork activities. Shoring shall conform to the requirements of the Construction Safety orders issued by the State of California, Department of Industrial Relations, and Division of Industrial Safety. The Contractor shall obtain all necessary excavation permits from the Division of Industrial Safety. The Contractor shall retain the responsibility for determination, design and installation of the sloping, shoring, bracing and other measures required for safe excavations, whether these excavations are greater or less than five feet in depth. The Contractor shall be solely responsible for damages which may result from failure to provide adequate shoring and bracing.

E. All excavated steep-walled holes or trenches should be covered at the end of each workday with plywood or similar materials. If this is not possible, one or more escape ramps constructed of earth fill or wooden planks will be established in the hole. Before such holes or trenches are filled, they will be thoroughly inspected for animals. If, at any time, a California red-legged frog is discovered trapped in a trench or pit, notify the Engineer immediately.

PART 4 – MEASUREMENT AND PAYMENT

A. The contract cubic yard price for Structure Excavation (Replace Lagging and Pile Cap) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved (including sheeting, shoring, bracing, etc.) as shown on the plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

21 EROSION CONTROL

GENERAL

1.01 SUMMARY

A. The contractor shall provide all labor, materials, and equipment necessary to complete all work required to conduct soil preparation and seeding operations described in this Section. Work described in this Section includes:

1. Soil Amendments
2. Broadcast Seeding
3. Hydraulic Wood/Straw Fiber Mulch

B. All swales, slopes and other exposed area shall be seeded with specified seed mixes as indicated in this section.

1.02 DEFINITIONS

A. For standard products, the manufacturer's analyses guarantee will be acceptable. For all other materials, analyses shall be by a recognized laboratory. Analyses shall be made in accordance with the current methods of the Association of Official Agricultural Chemists, and paid for by Contractor.

B. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting topsoil layer.

C. Finish Grade: Elevation of finished surface of topsoil ready for planting.

D. Establishment Maintenance Period: Until acceptable germination of seeding has occurred and is approved by Engineer.

1.03 SUBMITTALS

A. Submittals, per Section 4: For each type of product submit product certificates for:

1. Seed
2. Mycorrhizal Inoculant
3. Hydraulic Wood/Straw Fiber Mulch
4. Organic Tackifier

B. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:

1. Manufacturer's certified analysis for standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable, and stating source, physical/chemical composition and quantity available.

C. Mulch: Product certificate for soil amendment showing physical and chemical analysis, certificate of amendment and signed by product manufacturer.

D. Certification of Grass Seed: The supplier for each seed mix or single species bag shall provide a label attached to each bag with information for each species in the mix stating the botanical and common name and percentage by weight of each species and percentage of purity, germination rate, and percent pure-live-seed as well as weed seed content. The year of production and date of packaging shall be included on the label.

E. At the option of the Engineer, the Contractor may be required to submit a sample of any materials delivered to the site and analyses of the samples for review and approval by the Engineer.

1.04 QUALITY ASSURANCE

A. All seeding work shall be performed by personnel familiar with procedures and equipment required for the work and supervised by a qualified foreman with experience in seeding and establishment of native grasses on habitat restoration projects.

B. The Engineer shall inspect seed upon arrival at the job site for conformity to species and quality as indicated in the Drawings and these Specifications. The Contractor shall provide the Engineer with receipts of the seed purchased and delivered to the site. Contractor shall provide the seed certification information tag from each of the bags of seed used on the project. Seed certification information shall conform to the information listed in Submittals. All seed not conforming to the requirements in these Specifications shall be considered defective, immediately removed from the project site, and replaced with conforming seed at the Contractor's expense.

C. Immediately prior to commencement of seeding operations, the Contractor shall adjust and calibrate equipment as per manufacturer's specifications and field test in the presence of the Engineer. Seeding equipment shall be thoroughly clean and not contain remnants of seed mixes from previous jobs.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Seed shall be stored in a cool, clean location away from moisture, contaminants, and rodents. Seed shall be kept free of other seed sources such as weeds or agricultural products and shall not be stored where temperatures exceed 95 degrees Fahrenheit. The seed mix shall be delivered to the project site in sealed bags with the manufacturer's tag indicating where the seed was purchased from, date purchased, the composition of the seed mix, the percent purity and germination rate. Tags shall be saved and submitted to the Engineer.

B. Fertilizers, inoculants, pesticides and other chemicals shall be delivered to and stored on-site in original unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade-name, trademark and conformance to state law, bearing name and warranty of producer.

1.06 TIMING AND CONDITIONS

A. Seeding operations should be performed during desirable weather conditions. When excessive moisture, winds, or other unsatisfactory conditions prevail, the work shall be stopped until favorable weather conditions are present.

B. Prior to seed installation all grading activities as specified in Section 19 Earthwork must be completed and approved by the Engineer. All seeding areas shall be reasonably smooth and conform to the grading plan before seed bed preparation is begun.

C. Contractor will seed all improvements within 48 hours of completing finished grade and compaction, weather permitting.

D. All new and disturbed soil surfaces (except for areas to receive aggregate base, asphalt concrete or concrete) shall be seeded.

1.07 WARRANTY

A. Seed mixes installed shall be guaranteed throughout the Establishment Maintenance period against failure due to defects in materials, installation equipment, and routine maintenance.

B. The performance standard for successful establishment of seed mixes shall be as indicated on the Drawings.

C. The seed mix guarantee shall apply to normal growing conditions during which these species would be expected to survive. This guarantee does not apply to mortality resulting from abnormal weather conditions, floods, excessive rains, severe freezing, or drought as defined by the Engineer and the Engineer.

1.08 MAINTENANCE

A. Maintenance shall begin immediately after each area is seeded and continue until acceptable germination occurs.

PRODUCTS

1.09 SEED MIX

The Contractor shall make every effort to obtain the following commercially grown native grass seed from stock originating from within the Napa River Watershed. If such seed source is not available then the Contractor shall submit alternative sources for the specified mix to the Engineer for approval prior to ordering the seed.

Common Name	**Scientific Name**	**# per acre seed**
California brome	*Bromus carinatus*	3
Blue wildrye	*Elymus glaucus*	8
Creeping Wildrye	*Leymus trticoides*	8
California Poppy	*Eschscholzia Californica*	3
Three Week Fescue	*Vulpia (festuca) microstachys*	6
Idaho Fescue	*Festuca Idahoensis*	6
Tidy Tips	*Layia platyglossa*	2
Pigmy-Leaved Lupine	*Lupinus bicolor*	4
Bush Lupine	*Lupinus arboreus*	2
Baby Blue Eyes	*Memophila menziesii*	3
Purple Needlegrass	*Nassella (Stipa) pulchra*	8
Tomcat Clover	*Trifolium wildenovii*	2
TOTAL		55

A. State-certified seed of the latest season shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

B. Wet, moldy, insect infested or otherwise damaged seed shall be rejected and removed from the project site.

C. Substitutions will not be allowed without written request and approval from the Engineer.

D. Seed mixes shall be state certified seed of specified grass species with no less than 90% purity and 80% germination rate with no more than 1.00% weed seed and guaranteed to be 100% free of prohibited and restricted noxious weeds identified in Section 52332 of the Food and Agriculture Code.

1.010 INOCULANTS

A. Inoculants shall be endomycorrhizal biological inoculum manufactured by Mycorrhizal Applications or approved equivalent. Endomycorrhizal inoculum shall consist of spores, mycelium, and mycorrhizal root fragments of arbuscular fungi in a solid carrier suitable for handling by hydro-seeding or dry-seeding equipment. The rate of application of endomycorrhizal inoculum shall be based on the guarantee of the supplier or the analysis returned by an independent laboratory and shall be a minimum of 3,600,000 propagules per acre.

1.011 HYDRAULIC WOOD/STRAW FIBER MULCH

A. Hydraulic Wood/Straw Fiber mulch used to cover mechanically broadcast seed and ensure proper erosion protection shall be produced from annually renewable and certified weed-free rice straw, recycled paper, and other natural materials. Fiber mulch shall be free from plastic material, growth inhibiting additives, or other non-biodegradable substances. Fiber mulch shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Contractor shall use FiberWood Hydraulic Straw/Fiber Blend mulch manufactured by Fiber Wood, LLC, or approved equivalent.

B. Fiber Mulch shall be colored green, and shall not stain concrete or painted surfaces. Fiber shall be free from growth or germination inhibiting materials.

1.012 ORGANIC TACKIFIER

A. Tackifier shall be a concentrated, biodegradable and organic derivative of corn or other organic material. Tackifier shall be non-toxic to plant and animal life, non-corrosive and non-chrystalline and be non-staining to concrete or painted surfaces. Tackifier shall conform to Sections 21-2.01 and 21-2.02.

1.013 WATER

A. Water shall be the responsibility of the Contractor, unless otherwise noted. Water shall not contain elements toxic to plant life.

EXECUTION

1.014 PREPARATION

A. All seeding zones shall be broadcast seeded. Prior to broadcast seeding, the seed bed must be scarified to a minimum one (1) inch in depth using a flexible tine harrow or hand tools to create a loose and friable topsoil medium.

1.015 BROADCAST SEEDING

A. Areas shall be broadcast seeded with native seed at appropriate rates specified on the planting palette. Native seed shall be broadcast seeded at the rates specified in the Drawings along with a mycorrhizal inoculant at a rate of 60 pounds per acre. After seeding, all areas shall be harrowed or lightly raked to ensure proper seed to soil contact. The finished soil surface shall be covered where applicable in accordance with the erosion control measures specified on the Drawings and Sections 13 and 21 Water Pollution Control and Erosion Control. After erosion control measures are in place, the Contractor shall hydraulically mulch all disturbed and seeded areas as specified in these Specifications.

B. The Contractor shall broadcast all seed plus inoculant using cyclone, knapsack hand-operated or other broadcast type seeder whereby dry seed shall be uniformly distributed at the prescribed

application rates. All equipment used shall be calibrated to apply the specified pounds per acre of the seed mix for each unique habitat zone. Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate, guarding against missed areas and excessive overlaps. Contractor can apply seed using multiple passes on contour. Seed passes shall overlap by one (1) foot within seed mix zone, and may overlap no more than one (1) foot with other seed mix zones.

C. Contractor shall install erosion control measures and Hydraulic Wood/Straw Fiber Mulch in the areas seeded within 24 hours of broadcast seeding.

1.016 HYDRAULIC WOOD/STRAW FIBER MULCH AND TACKIFIER

A. All ties from the straw mulch bales and seed bags are to be removed from the construction site before the start of the mulching operations.

B. FiberWood Hydraulic Straw/Fiber Blend (hydro-mulch) or approved equal shall be mixed in a hydroseeding machine with organic tackifier and water. Organic tackifier shall be mixed with hydro-mulch to ensure an application rate of 120 pounds per acre (lbs/ac). Hydraulic Wood/straw fiber much and tackifier shall be applied over all seeded and disturbed areas at a rate of 3,000 lbs/ac.

C. Hydraulic Wood/straw fiber much and tackifier shall be started on the windward side of relatively flat areas or on the upper part of a steep slope, and continued uniformly until the areas is covered. Mulching shall be distributed loosely and evenly, without clumping or piling

1.017 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off site.

PART 4 – MEASUREMENT AND PAYMENT

The contract price paid for the Erosion and Sediment Control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in this section as specified in this Technical Specifications, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed.

26 AGGREGATE BASE

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. This section covers the aggregate base for all roadway section, structure backfill, etc., unless modified by the Special Provisions in the various items of work.

B. Aggregate bases shall conform to Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

C. The work to be performed includes the preparation of the aggregate base course, the production, stockpiling, transporting, placing, compacting of the aggregate base course and all other required incidental work.

D. Placement of site asphalt grinding as shoulder backing if directed by the Engineer.

1.02 SUBMITTALS

A. Contractor shall submit aggregate base source and certified laboratory test results to the Engineer for approval.

B. Contractor shall submit tickets for each load of aggregate.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Aggregate base shall be Class 2 with ¾ inch maximum aggregate and conform to Section 26.1.02B of the Standard Specifications.

PART 3 – EXECUTION

3.01 CONSTRUCTION

A. Construction shall conform to Section 26-1.03, “Construction” of the Standard Specifications and these Special Provisions.

3.02 DELIVERY, STORAGE, AND HANDLING

A. On Site Storage: Store aggregate-base material on-site covered or in a location where material will not be contaminated. Stockpiles of aggregate base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

3.03 EXAMINATION

A. The Contractor shall call for an inspection by the Engineer and obtain written acceptance of the prepared subgrade before proceeding with the placement of the aggregate base course.

B. The subgrade to receive aggregate base course, immediately prior to spreading, shall conform to the compaction and elevation tolerances indicated and shall be free of standing water and loose materials.

3.04 PLACEMENT AND COMPACTION

A. Subgrade shall be prepared and compacted per Section 19 and 26 of the Standard Specifications and the Special Provisions.

B. Spreading and compactions of the aggregate base shall conform to Section 26 of the Standard Specifications. Aggregate base thickness more than 0.5 foot, shall be spread and compacted in two (2) or more layers approximately equal in thickness. Compact each layer to at least 95% relative compaction under California Test 231.

PART 4 – MEASUREMENT AND PAYMENT

This section is included in the specs in the event that the slope collapses during construction, in that event the contractor will be required to repair roadway and base to its preconstruction condition. Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

39 ASPHALT CONCRETE

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. This section applies to all hot mix asphalt (HMA) for the road pavement section.

B. Removal of asphalt concrete pavement shall conform to Section 39 of the Standard Specifications and these Technical Specifications.

C. Hot mix asphalt shall be Type A and conform to Section 39-2, “Asphalt concrete,” of the Standard Specifications and these Technical Specifications.

D. Asphalt Concrete (AC) and HMA may be used interchangeably on the plans and specifications.

E. The work to be performed includes the preparation of the aggregate base course, application of tack coat, the production, transporting, placing, compacting of the HMA and all other required incidental work.

1.02 SUBMITTALS

A. The Contractor shall submit HMA source and mix design prepared by a certified laboratory to the Engineer for review and approval.

B. Accompanying mix design, submit materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceed, specified requirements.

C. The Contractor shall submit tickets for each load of asphalt concrete.

D. Submit certificate of compliance for tack coat per Section 94, "Asphaltic Emulsions," of the Standard Specifications.

PART 2 – PRODUCTS

2.01 DESCRIPTION

A. HMA for the road pavement section shall be Type A, placed in two layers, ½ inch maximum aggregate for the final layer and ¾ inch maximum aggregate for the bottom layer.

B. Asphalt Binder shall be Steam-refined paving asphalt Grade PG 64-10 per Section 92, “Asphalt Binders” of the Standard Specifications.

C. Tack Coat shall be applied to the finished surfaces of the aggregate base prior to placement of the HMA, between HMA layers, and to vertical surfaces of curbs, gutters, construction joints per Section 39-2.01B(10). Tack Coat shall be slow setting asphalt emulsion SS1h per Section 94, "Asphaltic Emulsions," of the Standard Specifications.

PART 3 – EXECUTION

3.01 GENERAL

A. Existing asphalt concrete pavement where shown on the Plans to be removed, shall be removed completely to the limits of removal.

1. Asphalt concrete pavement where shown on the plans shall be saw cut neatly at the limits of removal as shown on the Plans.

B. Cold Planing Asphalt Concrete Pavement shall comply with the requirements of Section 39-

3.04 “Cold Planing Asphalt Concrete Pavement" of the Standard Specifications and these Special Provisions.

1. Schedule cold planing activities so that not more than one day elapses between the time the pavement is cold planed and the HMA is placed.
2. If you do not complete HMA placement before opening the area to traffic, you must:
   a. Construct temporary HMA tapers to the level of the existing pavement. Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with Section 39-3.04C(4) “Temporary HMA Tapers” of the Standard Specifications.
   b. Place HMA during the next work shift.
3. Do not use a heating device to soften the pavement.
4. Grade Control and Surface Smoothness shall comply with section 39-3.04C(2).
5. Remove Planed Material shall comply with section 39-3.04C(3).
   a. Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

B. Placement of HMA shall be in accordance with Section 39 of the Standard Specifications and these Technical Specifications.

C. Total HMA thickness shall be as specified on the plans and placed in lifts per Section 39 of the Standard Specifications.

3.02 ROADWAY

A. Place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

PART 4 – MEASUREMENT AND PAYMENT

This section is included in the specs in the event that the slope collapses during construction, in that event the contractor will be required to repair roadway and base to its preconstruction condition. Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

51 CONCRETE STRUCTURES

PART 1 – GENERAL

1.01 CONCRETE

Concrete for concrete structures shall conform to Section 51 "Concrete Structures" of the Standard Specifications and these Technical Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Add to the end of Section 51-4.02D(6):

1. Bar reinforcing steel must comply with Section 52.
2. Shims between individual PC concrete lagging must be high density polyethylene.

PART 3 – EXECUTION

3.01 CONSTRUCTION

A. Replace Section 51-4.03F with:

1. Place PC concrete lagging for soldier pile walls level. Place concrete leveling course if required.
2. Install high density polyethylene shims between PC concrete lagging members. Secure shims in place before the installation of the next PC concrete lagging.

PART 4 – MEASUREMENT AND PAYMENT

A. The contract square foot price for Precast Concrete Lagging shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

B. The contract cubic yard price for Structural Concrete Retaining Wall Cap shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

52 REINFORCEMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. This section shall apply to all concrete reinforcing bars shown on the plans or as specified in the Special Provisions.

B. Reinforcement (reinforcing bars) shall conform to Section 52, "Reinforcement" of the Standard Specifications and these Special Provisions.

1.02 SUBMITTALS

A. Contractor shall submit reinforcement material submittal to the Engineer for review and approval.

PART 2 – PRODUCTS

2.01 DESCRIPTION

A. Reinforcing bars be shall conform to Section 52-1.02B, "Bar Reinforcement" of the Caltrans Standard Specifications for deformed bars, plain bars will not be allowed.

B. All reinforcement shall be Grade 60 unless otherwise approved by the engineer.

PART 3 – EXECUTION

3.01 PLACEMENT, CLEANING AND BENDING

A. Placement, cleaning and bending shall conform to Section 52-1.03, "CONSTRUCTION" of the Caltrans Standard Specifications.

PART 4 – MEASUREMENT AND PAYMENT

The contract price paid per pound for the Bar Reinforcing Steel (Retaining Wall Cap) shall include full compensation for furnishing all labor, reinforcement and appurtenant materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing the bar reinforcing steel, complete in place, as shown on the plans, and as specified in these special provisions and the standard specifications, and as directed by the engineer.

68 SUBSURFACE DRAINS

PART 1 – GENERAL

Subsurface drain work shall include but not be limited to, furnishing and placement of pervious backfill material, filter fabric, and perforated pipe as shown on the plans, and as directed by the Engineer.

Subsurface drain work shall conform to the provisions of Section 68, “Subsurface Drains” of the Standard Specifications and these Technical Specifications.

PART 2 – MATERIALS

Pervious backfill material shall conform to Section 19-3.02D. Filter fabric shall be Class A and conform to Section 96, “Geosynthetics” of the Standard Specifications.

PART 3 – EXECUTION

Pervious backfill material shall be installed in conformance with Section 19-3.03G

PART 4 – MEASUREMENT AND PAYMENT

A. The contract square yard price for Drainage Fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

B. The contract cubic yard price for Pervious Backfill Material (Retaining Wall) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

83 RAILINGS AND BARRIERS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Cable rail shall conform to Section 83-1.02 “Railing and Barriers” of the Standard Specifications and these Technical Specifications.

PART 4 – EXECUTION

4.01 CONSTRUCTION

A. Pockets for cable railing posts must be formed with plastic sleeves. Remove sleeves before installing cable railing posts.

PART 5 – MEASUREMENT AND PAYMENT

A. The Contract price per linear foot of ”Cable Railing” shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work associated with this item as shown on the Plans, as specified in the Standard Specifications, these Technical Specifications, and as directed by the Engineer .

101 Attachment 'A' – Submittal List

THE REQUIRED SUBMITTALS FOR THE PROJECT SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

1 PROJECT SCHEDULE AND PROGRESS SCHEDULE

2 UPDATED SUBMITTAL LIST AND SCHEDULE

3 SCHEDULE OF VALUE FOR LUMP SUM ITEMS

4 TRAFFIC CONTROL PLAN

5 EMERGENCY CONTACT LIST

6 BEST MANAGEMENT PRACTICE PLAN

7 PCC MIX FOR PILE CAP.

8 PCC MIX FOR CONCRETE LAGGING

9 REBAR FOR PILE CAP

10 REBAR FOR CONCRETE LAGGING

11 EROSION CONTROL HYDROSEED MIX

12 OTHER EROSION CONTROL MATERIAL SUBMITTAL

13 WARRANTIES

14 RECORD DRAWINGS