



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

A Tradition of Stewardship
A Commitment to Service

SPECIFICATIONS
FOR
SPANISH FLAT EQUIPMENT YARD
FIRE REPAIR PROJECT
RDS 20-53

Contractor shall possess a Class A license at the time of contract award, registered with the State of California Department of Industrial Relations at the time of Bid Opening



Approved


Juan S. Arias County Engineer RCE 63365

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**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. on May 19, 2022** (no bids will be accepted after 11:30 A.M.) after which they will be publicly opened and read for the construction in accordance with the Plans and Special Provisions thereto, to which special reference is made as follows:

**SPANISH FLAT EQUIPMENT YARD REPAIR PROJECT
RDS 20-53**

Engineer Estimate: \$250,000

Zoom Meeting link: <https://countyofnapa.zoom.us/j/85730921793>

To listen to bid opening by phone, dial: 1 (669) 900-6833

Zoom Meeting ID: 857 3092 1793

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered.

Bidders are responsible for monitoring www.countyofnapa.org/1607/Current-Projects for addendums which may be issued up until 72 hours prior to bid opening. Complete sets of Contract Documents must be used in preparing Bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

Bid results of the three apparent lowest bidders with their subcontractor's list will be on the County's website www.countyofnapa.org/1607/Current-Projects by the business day after the bids are publicly opened and read.

The Plans and Specifications may be seen at 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 licensed by the State of California for the type of work involved or may be found electronically at www.countyofnapa.org/1607/Current-Projects.

Pursuant to 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 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.

Pursuant to Sections 1770, et. seq., of the California Labor Code, the contractor and all subcontractors

shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Napa County Department of Public Works where copies will be made available to any interested party on request. These rate determinations may also be found on the State of California Department of Industrial Relations' website at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractors and subcontractors shall also submit certified payroll records, employ apprentices, and comply with working hour conditions as required by the Labor Code.

No bid will be considered unless it is made on a blank form furnished with these bid specifications and is made in accordance with the provisions of the proposal requirements and conditions set forth under Section 2 of the 2018 Standard Specifications of the State California, Department of Transportation, except as modified by the Special Provisions.

The Contractor shall possess a Class "A" license at the time of contract award. 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.

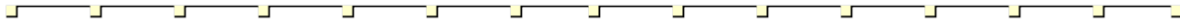
There are two mandatory pre-bid site visits scheduled for May 3 and May 5, 2022 at 10:00am. Bidders need only attend one of the mandatory pre-bid site visits to be eligible to submit a bid. The meeting location shall be in the parking lot located at 4300 Spanish Flat Loop Road Napa, CA. Contractors interested in bidding must sign in for the walkthrough of the site. Any contractor failing to sign in will be disqualified from the bidding process.

All questions must be e-mailed, or mailed by **12:00 P.M. on May 11, 2022** to John Vicencio at John.Vicencio@countyofnapa.org or Napa County Public Works, 1195 Third St. Room 101, Napa, CA 94559.

The Board of Supervisors reserves the right to reject any or all bids. By order of the Board of Supervisors of the County of Napa, State of California made this April 19, 2022.

PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

**TO THE DIRECTOR OF PUBLIC WORKS
OF NAPA COUNTY
NAPA, CALIFORNIA**



FOR:

**SPANISH FLAT EQUIPMENT YARD FIRE REPAIR PROJECT
RDS 20-53**

NAME OF BIDDER _____

BUSINESS ADDRESS _____

E-MAIL ADDRESS _____

CONTRACTOR LICENSE NO _____

DIR REGISTRATION NUMBER _____

Location: The work to be done and referred to herein is in Napa County, State of California, more particularly described as follows:

**SPANISH FLAT LOOP
EQUIPMENT YARD REPAIR PROJECT
RDS 20-53**

The undersigned, as contractor, declares that the only person 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; has visited the Site of Work as described in the Contract and has examined and familiarized themselves with the existing conditions relating to the construction which will be performed, the annexed proposed form of contract, the Plans, Special Provisions and Standard Specifications; and they propose, and agree if this proposal is accepted, that they 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 payment therefore the following item prices to wit:

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**SPANISH FLAT EQUIPMENT YARD FIRE REPAIR PROJECT
RDS 20-53**

Item No	Description	Unit	Qty	Unit Price	Total
1	Mobilization	LS	1		
2	Erosion Control Measures	LS	1		
3	Remove and dispose of metal roofing	SF	2,760		
4	Supply and install shoring with removal	LS	1		
5	Remove and replace grade 8 bolts at steel connections	EA	480		
6	Supply and Install 2"x2"x3/16" Angle Brace	EA	44		
7	Remove and replace SAG rods	LF	111		
8	Remove and replace "Z" purlins	LF	512		
9	Remove and replace "C" channels	LF	128		
10	Remove and replace "X" steel rod ties	LF	352		
11	Supply & Install 24 gauge 3/4" corrugated galvanized metal with a Min. of 3 Spans	SF	2,760		
12	Prepare and paint steel frame	LS	1		
13	Electrical Repair- Remove and Replace Switch, 2 Light Fixtures, Associated Conduit, Wiring, Hangers	LS	1		
14	Fence Repair	LF	200		
Asphalt Pad Repair					
15	Grind damaged area - 3 Inch depth	SF	1,380		
16	Pave 3 inch Depth HMA Type A (1/2")	TON	27		
17	Slurry Seal Type II	SF	2,760		

BASE BID TOTAL: \$ _____

BASE BID TOTAL: (Written Number) _____

_____ **/100 DOLLARS**

ADDITIVE ALTERNATE #1

Item No.	Item Description	Units	Qty	Item Price	Total
A1	Replace Existing Damaged Support Columns which includes Demo, Shoring, Lift, Installation, Surface Preparation, Painting, Disposal	EA	3		

ADDITIVE ALTERNATE #1 BID TOTAL: \$ _____

ADDITIVE ALTERNATE #1 BID TOTAL: (Written Number)

\$ _____ /100 DOLLARS

*Authorized Signature Name Title

*Authorized Signature Name Title

* 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.**

INSTRUCTIONS TO CONTRACTORS

The Bid and Determining Low Bidder.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Base Bid.

The contractor shall set forth for each item of work, in clearly legible figures, as item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Base Bid and shall be used for comparison purposes in determining the lowest bid.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a 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 in the specifications for this project.

It is further understood and agreed that the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Director of Public Works within eight (8) days, not including Saturdays, Sundays and legal holidays, after the contractor has received notice from the County Engineer that the contract has been awarded to him, the Director of Public Works may, at its option, determine that the contractor has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of Napa County.

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Form of Bid.

- (1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.
- (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) Contractors 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 contractors who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Contractors. Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of contractors, and in particular to the requirement therein that if a contractor claims a mistake was made in its bid, the contractor 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. All protesting bidders must pay a protest fee to Napa County Public Works before the protest is accepted in accordance with the Napa County Fee Policy adopted by the Board of Supervisors and last revised by Resolution 2019-70. The current Bid Protest Fee is \$903.88 as set forth in Part III Fees, Part 140 Public Works, Section 140.015 and Section 140.115(f). 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 contractor who has actually submitted a Bid Proposal is eligible to submit a bid protest against another contractor. Subcontractors are not eligible to submit bid

protests. A contractor may not rely on the bid protest submitted by another contractor, 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 contractor if different from the protesting contractor.

(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 contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested contractor 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 contractor if different from the protested contractor.

(5) The procedure and time limits set forth in this section are mandatory and are the contractor's sole and exclusive remedy in the event of bid protest. The contractor'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 contractor 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 responsibility, the County will weigh any evidence that the contractor 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.

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NONCOLLUSION DECLARATION TO BE EXECUTED
BY CONTRACTOR 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 contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other contractor, 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 contractor 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 in an amount equal to at least ten percent (10%) of the total bid is a:

Cashier's Check

Certified Check

Bidders Bond

[Note: A personal check is not an acceptable form of security]

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 copartnership, 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

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer authorized to sign contracts on behalf of the corporation; 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 an agent other than an officer of a corporation or a member of a partnership, 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 _____, 2022 Phone _____

Email _____

ADDENDUM ACKNOWLEDGEMENT

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

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 5-1.13 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.

1. 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.
2. 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.
3. **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)

¹All 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 to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://cadir.secure.force.com/ContractorSearch>

Note: Bid Bonds to be on this form or on a form supplied by a licensed surety insurer

**CONTRACTORS BOND
NAPA COUNTY
STATE OF CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS,

That we _____

_____ as PRINCIPAL, and

_____ as SURETY,

are held and firmly bound unto NAPA COUNTY, hereinafter called the COUNTY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Napa County Board of Supervisors, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal has submitted the above mentioned bid to the Board of Supervisors of the County of Napa for the in Napa County, in accordance with the Specifications entitled **Spanish Flat Equipment Yard Fire Repair Project, RDS 20-53** and the Standard Specifications of the State of California, Department of Transportation, dated, 2018, therefore, heretofore adopted by the Napa County Board of Supervisors.

NOW THEREFORE, if the aforesaid 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, enter into a written contract, in the prescribed form, in accordance with the bid, and files and two bonds with the Clerk of the Board of Supervisors, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

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

Principal (contractor):

Surety:

By: _____

By: _____
, Attorney in Fact

By: _____

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

**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 _____ **AND /100 DOLLARS** 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: **Spanish Flat Equipment Yard Fire Repair Project, RDS 20-53** 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 _____, 2022.

Principal (contractor):

Surety:

By: _____

By: _____, Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:

JOHN MYERS, Napa County Counsel

By: _____
Deputy County Counsel

**NAPA COUNTY
LABOR AND MATERIAL BOND**

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 _____ **AND /100 DOLLARS** 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: **Spanish Flat Loop Equipment Yard Fire Repair Project, RDS 20-53**

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 _____, 2022.

Principal (contractor):

Surety:

By: _____

By: _____, Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:
JOHN MYERS, Napa County Counsel

By: _____
Deputy County Counsel

NAPA COUNTY
STATE OF CALIFORNIA

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this _____ day of _____, 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Director of Public Works, and _____, whose mailing address is _____ 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 **SPANISH FLAT EQUIPMENT YARD FIRE REPAIR PROJECT, RDS 20-53**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled **SPANISH FLAT EQUIPMENT YARD FIRE REPAIR PROJECT, RDS 20-53**, 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 be 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, acting by and through its Director of Public Works, and for all risks of every description connected with the work except as prohibited by law; 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:

///

**SPANISH FLAT EQUIPMENT YARD FIRE REPAIR PROJECT,
RDS 20-53**

Item No	Description	Unit	Qty	Unit Price	Total
1	Mobilization	LS	1		
2	Erosion Control Measures	LS	1		
3	Remove and dispose of metal roofing	SF	2,760		
4	Supply and install shoring with removal	LS	1		
5	Remove and replace grade 8 bolts at steel connections	EA	480		
6	Supply and Install 2"x2"x3/16" Angle Brace	EA	44		
7	Remove and replace SAG rods	LF	111		
8	Remove and replace "Z" purlins	LF	512		
9	Remove and replace "C" channels	LF	128		
10	Remove and replace "X" steel rod ties	LF	352		
11	Supply & Install 24 gauge 3/4" corrugated galvanized metal with a Min. of 3 Spans	SF	2,760		
12	Prepare and paint steel frame	LS	1		
13	Electrical Repair- Remove and Replace Switch, 2 Light Fixtures, Associated Conduit, Wiring, Hangers	LS	1		
14	Fence Repair	LF	200		
Asphalt Pad Repair					
15	Grind damaged area - 3 Inch depth	SF	1,380		
16	Pave 3 inch Depth HMA Type A (1/2")	TON	27		
17	Slurry Seal Type II	SF	2,760		

BASE BID TOTAL: \$ _____

BASE BID TOTAL: (Written Number) _____

_____ /100 DOLLARS

ADDITIVE ALTERNATE #1

Item No.	Item Description	Units	Qty	Item Price	Total
A1	Replace Existing Damaged Support Columns which includes Demo, Shoring, Lift, Installation, Surface Preparation, Painting, Disposal	EA	3		

ADDITIVE ALTERNATE #1 BID TOTAL: \$ _____

ADDITIVE ALTERNATE #1 BID TOTAL: (Written Number)

\$ _____ **/100 DOLLARS**

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 _____
 RYAN GREGORY, Chair
 Board of Supervisors

“COUNTY”

BUSINESS NAME OF CONTRACTOR

By _____
 Authorized Signature NAME, Title

By _____
 Authorized Signature NAME, Title

“CONTRACTOR”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: _____ Clerk of the Board of Supervisors</p> <p>By: _____</p>
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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.

SPECIAL PROVISIONS- SECTION "A"

GENERAL CONDITIONS

1. **LOCATION**

Napa County Equipment Yard, 4300 Spanish Flat Loop Road Napa, CA 94558.

2. **DESCRIPTION OF WORK**

Building and site repairs that will include but not be limited to miscellaneous repairs to the carport structural, asphalt pad, electrical, and surrounding fencing as specified in the attached drawing set and specifications.

The scope of work shall include and not be limited to:

- Mobilization
- Construction Debris Area Setup and Disposal
- Implementation on Erosion and Sediment Control Best Management Practices (BMP)
- Shoring
- Repairs to existing structure
- Surface Preparation and Painting
- Asphalt grinding and conform grinding
- Hot Mix Asphalt (HMA) Paving
- Slurry Seal
- Protecting existing utilities and utility covers in place.
- Electrical Repair
- Fence Repair
- Final cleanup and demobilization
- Project Closeout

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

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.

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.

4. **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 2018 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.

5. **CONTRACT DOCUMENTS**

The Contract Documents shall include the Standard Specifications of the State of California, Department of Transportation, dated May 2018, insofar as same may apply, the Special Provisions, the Notice to Contractors, the Proposal, the Contract (“C”) pages, the two contract bonds required herein, any supplemental agreements amending or extending the work, and pertinent portions of other documents included by reference thereto in the Special Provisions or the Contract pages.

6. **TIME OF COMPLETION**

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 fifteen (15) working days of the Contract Award and shall diligently prosecute the same to completion before the expiration of **Thirty (30) working days** from the start of work. Long lead-time materials shall be identified and submitted for review.

7. **LIQUIDATED DAMAGES**

Attention is directed to the provisions of Section 8-1.10 “Liquidated Damages” of the Standard Specifications. The Contractor shall pay to County the sum of **\$500** 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.

8. **SUBCONTRACTING**

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

9. **PREVAILING WAGES**

The Project is a “public works” as defined in the California Labor Code. The Contractor shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit “B”, California Prevailing Wage Requirements.

10. **PAYROLL RECORDS**

Special Attention is directed to the provisions of Section 7-1.02K(3) 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, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They 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.

Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Secretary General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Contract for the purpose of making audit, examination, excerpts and transcriptions. Original records shall be forwarded to the COUNTY after Contract completion or retained for a period of 6 years after Contract completion.

11. **PROPOSAL REQUIREMENTS AND CONDITIONS**

Attention is directed to Section 2 of the Standard Specifications.

(a) **Examination of Site.** Each bidder shall have examined the site of the work before bidding so he/she shall have full knowledge of all facilities and difficulties affecting the work which may not be particularly described herein. The Bidder shall complete the Site Visit Affidavit provided in the Proposal Pages and include in their bid package submittal. 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.

12. **AWARD AND EXECUTION OF THE CONTRACT**

Attention is directed to Section 3 of the Standard Specifications, contract bonds. 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 9550 of the Civil Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated. The bonds shall be issued by one or more surety companies acceptable to the County and the Agencies.

13. **SCOPE OF WORK**

Attention is directed to Section 4 of the Standard Specifications.

The intent of the Plans and Specifications is to cover the complete 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 bids 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.

14. **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.

15. **CONTROL OF THE WORK**

Attention is directed to Section 5 of the Standard Specifications.

Deviations from the approved Plans and Specifications shall be approved by the Engineer and all changes shall be by written permission only.

16. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

Attention is directed to Section 7 of the Standard Specifications.

(a) **Prevailing Wages.** See Section 9 and 10 of these Special Provisions.

(b) **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 barricades, flashing lights and other 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 frequently inspect and maintain lights and barricades in proper operating condition when in use on the roadway, 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.

All expenses incurred by the County because of emergency "call-outs" and for resetting or supplementing the Contractor's barricades or warning devices, will be charged to the contractor and may be deducted from moneys due him.

(2) 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 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 active or sole negligence or willful misconduct 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) Acceptance of Contract. Attention is directed to Section 7-1.17 of the Standard Specifications. Acceptance will consist of the execution and filing with the County Recorder of a Notice of Completion in accordance with Civil Code section 9204.

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.

(e) 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. If and 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, 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 do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:
 - (i) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than **ONE MILLION DOLLARS (\$1,000,000)** combined single limit per occurrence, 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. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.
 - (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. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.
- (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 if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

17. **PROSECUTION AND PROGRESS**

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

(a) Preconstruction Meeting. 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 or at the Napa County Roads Yard 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) Progress Schedule. The contractor, promptly after being awarded the contract or upon receiving notice of intent to award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the work and project or when requested in writing by the Engineer, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

The Contractor shall also incorporate all required permit conditions and other coordination into the schedule.

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.

18. **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.

19. **MEASUREMENT AND PAYMENT**

Attention is directed to Section 9, "Payment," of the Standard Specifications and this 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.

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 unit price of any major item of work by an amount up to and including 25 percent of any major 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 and including an 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.

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.

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 (c), 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.*

Public Contract Code Section 22300. Performance retentions: provision for substitute security; escrow agreement

- (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:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

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

Public Contract Code Section 20104.50 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 Potential Claims procedures set forth in 5-1.43 of the Standard Specification and any subsequent claims that did not fail to comply with any portion of those Potential Claim procedures 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.*
- (B) *"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.*
- (e) 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.*
 - (f) 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.*
 - (g) This section applies to contracts entered into on or after January 1, 2017.*
 - (h) 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.*
 - (i) 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.*

Public Contract Code Section 20104 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.*

Public Contract Code Section 20104.2 Claims; requirements, tort claims excluded

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

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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.*

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

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.*

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(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.

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

(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) Final Payment. 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.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

20. **MISCELLANEOUS PROVISIONS**

(a) Licenses and Permits. 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) Building Laws, etc. 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 these Special Provisions as if set forth herein in full and the work and materials shall be in accordance therewith.

(c) Guarantees. 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 manufacturers of equipment or material installed under this project shall be furnished to COUNTY and shall remain in force for their normal life.

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

(e) Addenda. 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 his 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 Napa County Public Works Department, which will send a written instruction to all bidders. COUNTY will not be responsible for oral instructions.

(f) Disposition Of Removed Materials – 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. All materials for disposal shall be CONTRACTOR’s responsibility to legally remove. See Section 13, these provisions Part B.

21. **OWNER’S RIGHT TO DO WORK**

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.

22. **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 sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. 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.

23. **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 Free Work Environment" revised effective June 20, 2017.
- (c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on May 1, 2009.
- (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 the County of Napa Policy Manual Part I, Section 37U.

24. **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.

25. **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 Owner and 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.

26. **PROVISIONS OF 2018 SPECIAL PROVISIONS NOT APPLICABLE.**

Those portions of the 2018 CalTrans Standard Specifications found in Section 5-1.09 "Partnering" and all of its subparts and Section 5-1.43E "Alternative Dispute Resolution" and all its subparts are hereby removed in their entirety and shall not apply to this Agreement.

27. **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, records, accounts, and other material 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 or their agents 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.

28. **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.

29. **SECTIONS OF THE 2018 SPECIAL PROVISIONS NOT APPLICABLE**

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

30. **FORCE MAJEURE**

In the event the work is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, the COVID-19 pandemic or other incidence of disease or illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located and the Contractor’s labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for *force majeure* events.

31. **COVID-19**

Contractors shall follow all current State of California and CDC Covid-19 related requirements and advisories for construction work and workers. See the following developed by CA DIR and Cal-OSHA for more information: <https://www.dir.ca.gov/dosh/coronavirus/ETS.html>

EXHIBIT "B"

CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

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

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

SPECIAL PROVISIONS

SECTION 'B'

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, or ensure alternate detours and access, along with all necessary signage is in place.

The Contractor shall maintain continuous access to the United States Postal Service and emergency services.

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.

The Standard Specifications referred to in these "Section B" Special Provisions shall be the 2018 California Department of Transportation (Caltrans) Standard Specifications Book, including the 2018 Revised Standard Specifications, updated 4/17/2020.

2. GENERAL REQUIREMENTS

(a) **LAYOUT OF WORK** – The Contractor shall lay out all work from the references given and as shown on the plans, set the necessary markers and stakes and shall be responsible for the correctness of the work.

(b) **TRAFFIC CONTROL PLAN** – The Contractor shall prepare the Temporary Traffic Control Plan (TCP) for Engineers review and approval. The Stage Construction and Traffic Handling Plan included in the bid documents shall act as a template. The TCP 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) **MATERIAL SAFETY DATA SHEETS (MSDS)** – The Contractor shall provide MSDS for each product used on site upon request by the Engineer.

(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-	1-800-642-2444
Northern California (USA)	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) **OWNER NOTIFICATION** – The Contractor shall notify all property owners and businesses affected by the project’s work at least 48 hours before work is to begin. The notice shall be in writing, placed on doors, and shall indicate the Contractor’s name and phone number, type of work, day(s) and time when work will occur. Notice shall be reviewed and approved by the Engineer prior to being sent.

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) **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.

(h) PUBLIC SAFETY –The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, 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 reimburse the County for all direct and indirect costs incurred.

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.

(i) WATER FOR CONSTRUCTION AND DUST CONTROL – Construction and testing water shall conform to Section 17, "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.

(j) 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.

(k) 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.

(l) 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 Division of Industrial Safety, 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.

(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 where feasible.

(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 unless otherwise approved by the Engineer. No work shall be performed on a County Holiday.

(q) SCOPE – Contractor shall take into account all costs associated with the improvements, as shown on the plans and discussed in the technical 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.

The Contractor shall order work to minimize obstruction to adjacent property owner 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 these Technical Specifications, Section C, Section 1 and shall include but not limited to 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 paid for "Mobilization" line item and no additional compensation will be allowed therefore.

5. SUBMITTALS

Attention is directed to Section 5-1.23 "Submittals," of the Standard Specifications and 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.

6. 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. Traffic shall not be stopped for more than 15 minutes at a time.

7. 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.

It is anticipated that a pilot car will be necessary to direct traffic when the work areas spans driveways

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 "Traffic Control" line item and no additional compensation will be allowed therefore.

8. 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 to effectively handle storm water run-off both during and after construction. The contractor shall utilize best management practices as outlined in the CA Storm Water Handbook for construction. This can be found at www.cabmphandbooks.com.

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.

9. 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 Technical Specifications, Section C. Attention is directed to Section 1, "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 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.

No vehicles, construction equipment, materials or facilities shall be parked, stockpiled or located along the right of way or adjacent private property. No storage or dumping of oil, gasoline, chemicals or other substances potentially harmful to trees shall occur within the right of way or adjacent private property.

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.

10. 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.

11. DISPOSAL OF SURPLUS MATERIAL

Disposal of materials shall conform to section "Miscellaneous Provisions" and "General Requirements" of these Special Provisions.

The Contractor shall segregate, load, haul from the site of work and properly dispose of all surplus excavated material including, but not limited to, asphalt, rock, concrete, soil, and miscellaneous debris and all other materials identified in these plans prior to the beginning of any earthwork and construction activities. The Contractor shall make all arrangements for proper disposal of the surplus material at offsite locations and shall file with the owner the written consent of the owner of the property upon which disposal of surplus material is intended.

Full compensation for Disposal of Surplus Material shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed

TECHNICAL SPECIFICATIONS

SECTION 'C'

1. MOBILIZATION

PART I – GENERAL

1.01 DESCRIPTION

- A. Mobilization shall conform to Section 10 “General” of the Standard Specifications and these Special Provisions.
- B. Paving work is expected to occur during favorable weather conditions.
- C. Mobilization shall consist of the following work:
 - 1. Bonds and Insurance.
 - 2. Mobilization of materials and equipment to the site.
 - 3. Provide all temporary facilities and construction utilities.
 - 4. Obtaining any necessary permits
 - 5. Coordination and any other items required to complete the construction not otherwise measured and paid for.
 - 6. Demobilization of all of materials and equipment from the site.
 - 7. On-going and final site clean-up.

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.

3.02 PERMITS AND REGULATIONS

- A. The Contractor shall obtain all other permits required for the performance of the work.
- B. The Contractor shall comply with all dust control requirements in Section 14- 9.03, "Dust Control," of the Standard Specifications and comply with Bay Area Air Quality Management District (BAAQMD) guidelines.
- C. The contractor shall comply with County's and Regional Water Quality Control Boards Erosion and Sediment Control Best Management Practices (BMP)
- D. Cultural and Prehistoric Resources - 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

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 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 or mentioned in plan notes 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.

3.05 WORK HOURS

- A. Construction activities shall be limited to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday unless otherwise authorized. Work shall not occur on weekends or holidays, except during emergency conditions, and at the Engineer's approval.

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. 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

- A. 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/demobilization as specified herein and conforming to the provisions of this section and no additional compensation will be allowed therefore.

2. 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 shall conform to Section 12, “Temporary Traffic Control” of the Standard Specifications and these Special Provisions. 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 Special Provisions of the Specifications, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein 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.

1.02 SUBMITTALS

- A. The traffic control plan shall be submitted for approval at the preconstruction meeting.

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.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Type III Barricade shall conform to Section 12-3.02B, “Materials” of the Standard Specifications.

- B. Construction Area Signs shall conform to Section 12-3.06B, “Materials” of the Standard Specifications.

PART 3 – EXECUTION

3.01 INTERRUPTION OF EXISTING UTILITIES

- A. The Contractor shall not cause any utility interruption. Plan and coordinate any utility interruption with the utility provider and the Engineer.

3.02 REGULATIONS AND CODE

- A. All work and materials shall conform to the latest codes, rules and regulations of the following:
 - (a) State codes and ordinances
 - (b) Local City and/or County ordinances
 - (c) National Electrical Code
 - (d) Uniform Building Code

- B. Nothing in these 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 CONSTRUCTION AREA SIGNS

- A. Construction Area Signs shall conform to Section 12-3.06C, “Construction” of the Standard Specifications.

PART 4 – MEASUREMENT AND PAYMENT

- A. 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 Special Provisions, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

3. EXISTING FACILITIES

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. Removal of asphalt concrete pavement and cold planing shall conform to Section 15-2.02B "Remove Pavement" of the Standard Specifications and these Special Provisions.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

- A. Cold Planing Asphalt Concrete Pavement shall comply with the requirements of Section 15-2.02B "Remove Pavement" of the Standard Specifications and these Plans and Special Provisions.

1. Do not use a heating device to soften the pavement.
2. The cold planing machine must be:
 - a. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
 - b. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
 - c. Equipped to effectively control dust generated by the planing operation
 - d. Operated so that no fumes or smoke is produced.
3. Remove Planed Material
 - a. Refer to Special Provisions, Section B, Subsection 11, Disposal of Surplus Material

PART 4 – MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the requirements of this section including off-haul, shall be paid as "Asphalt removal (3''); grinding" and no other compensation will be made.
- B. Payments for off-haul, disposal, etc., shall be included in the various bid items and no additional compensation will be allowed therefore.

4. HOT MIX ASPHALT

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. This section applies to all hot mix asphalt (HMA) for the road pavement section.
- B. Hot mix asphalt shall be Type A and conform to Section 39, "Hot Mix Asphalt," of the Standard Specifications and these Technical Specifications.
- C. Asphalt Concrete (AC) and HMA may be used interchangeably on the plans and specifications.
- D. 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.
- E. The Contractor shall produce Type A HMA using a WMA additive technology.

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
 - 1. HMA for the road pavement section shall be Type A, placed in one layer, ½ inch maximum aggregate for the final layer.
- B. Asphalt Binder shall be Steam-refined paving asphalt Grade PG 64-10 per Section 92, "Asphalts 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. Placement of HMA shall be in accordance with Section 39 of the Standard Specifications and these Technical Specifications.
- B. A tack coat treatment shall be applied to finished surfaces of aggregate and concrete surfaces where HMA will meet and shall be applied per Section 39-2.01C(3)(f), “Tack Coat” of the Standard Specifications.
- C. Total HMA thickness shall be as specified on the plans.

PART 4 – MEASUREMENT AND PAYMENT

- A. The contract item for hot mix asphalt is measured by weight. The weight of each type of HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.
- B. The contract unit price for ton of hot mix asphalt shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved (including applying tack coat) 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.

5. BITUMINOUS SEALS

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. This section applies to slurry seals.
- B. Slurry seal shall be Type II and conform to Section 37-3, "Slurry Seal and Microsurfacing," of the Standard Specifications and these Technical Specifications.
- C. The work to be performed includes the preparation, application of slurry seal, the production, transporting, placing, and all other required incidental work.

1.2 SUBMITTALS

- A. The Contractor shall submit slurry seal 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.

PART 2 – PRODUCTS

2.1 DESCRIPTION

- A. Aggregate shall conform to section 37-3.02A.
- B. Asphaltic Emulsion shall conform to 37-3.02B(1).

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement of slurry seal shall be in accordance with Section 37-3.03 of the Standard Specifications and these Technical Specifications.

PART 4 – MEASUREMENT AND PAYMENT

- A. The contract item for slurry seal mix asphalt is measured by square foot.
- B. The contract unit price for slurry seal 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

6. BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to provide and install the Electrical Work as shown on the drawings and as specified hereinafter, including, but not limited to the following:
 - 1. Lighting fixtures including switches, raceways, conduit and wiring.
 - 2. All required incidental work, such as roof flashing, electrical testing, title-24 acceptance testing.
 - 3. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
 - 4. It is the intent of the drawings and specifications that systems be complete and, except as otherwise noted, be ready for operation.

1.2 RELATED WORK

- A. General Requirements
- A. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.
- B. Published specifications, standard tests or recommended methods of trade, industry or government organizations apply to work of this Section where cited by abbreviations noted below, unless modified herein.
 - 1. 2019 California Code of Regulations.
 - 2. 2019 California Building Standards Administrative Code, Part 1, Title 24, C.C.R.
 - 3. 2019 California Building Code (CBC), Part 2, Title 24, C.C.R.
 - 4. 2019 California Electrical Code (CEC), Part 3, Title 24, C.C.R.
 - 5. 2019 California Fire Code (CFC), Part 9, Title 24, C.C.R.
 - 9. 2019 California Green Building Standards (CALGreen) Code, Part 11.
 - 10. American Society of Civil Engineers 7-10 (ASCE/SEI), Minimum Design Loads for Buildings and Other Structures.
 - 11. Underwriters' Laboratories, Inc. (UL).
- C. All State and Municipal Codes and Ordinances.

1.4 CONDITIONS AT SITE:

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.5 QUALITY ASSURANCE

A. Conformance:

1. All work shall conform to the applicable requirements of Article 1.3 above.
2. The Contractor shall notify the County, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.

B. Coordination:

1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the installation of the electrical work to conform with the existing conditions and that shown and specified so as to provide the best possible assembly of the combined work of all trades.

1.6 SUBMITTALS

A. Product Data:

1. Comply with the provisions of Special Provisions Section B, Subsection 5 - Submittals.
2. Within 15 days after award of the Contract, submit:
 - a. Complete electrical systems material list of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all devices, raceways, fixtures, equipment, and related products.

1.7 REQUIREMENTS

- A. The contract drawings indicate the extent and general arrangements of the conduit wiring systems, etc. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as practicable.
- B. Unless material list and data is received as a complete and all-inclusive submittal within the stipulated time all items shall be provided as specified, with no deviations permitted.
- C. Any and all additional costs incurred by the substitution of electrical material or equipment, or installation thereof, whether architectural, structural, plumbing, mechanical or electrical, shall be borne by the Contractor under this Section.
- D. Burden of proof of equality of any substitution for a specified product is the responsibility of this Contractor.
- E. Where required by County to ascertain equality of substitute product, Contractor may be requested to provide the specified item and the submitted substitution for comparison, at no additional cost to the Owner.

1.8 SEISMIC INSTALLATION OF EQUIPMENT

- A. Provide seismic restraints per applicable code and as specified or indicated. Design restraints to prevent permanent displacement in any direction caused by lateral motion, overturning, or uplift.
- B. Rigidly Supported Equipment, Conduits, and Raceways.
- C. Independent Supports: An independent means of secure support shall be provided for all wiring methods in non-fire-rated assemblies. Where independent support wires are used, they shall be distinguishable by color, tagging, or other effective means.

1.9 DESCRIPTION OF DEMOLITION AND REPLACEMENT WORK

- A. This work includes the demolition and replacement of existing facilities. As such, the project scope for this contractor shall include all associated electrical and lighting repairs. Where discrepancies between the drawings and existing conditions are noted, the County shall be notified immediately for resolution.

1.10 GUARANTEE

- A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.

1.11 PERMITS AND INSPECTIONS

- A. This Contractor shall arrange for and obtain all required permits and inspections.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials of the same type or classification, used for the same purpose, shall be the product of the same manufacturer.

2.2 ACCEPTABLE MANUFACTURERS

- A. Materials shall be of make mentioned elsewhere in this specification. All materials shall be the best of their several kinds, perfectly new and approved by the Underwriters' Laboratories.
- B. Where material, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, style and utility and shall be the basis of the bid. Materials so specified shall be furnished under the contract unless changed by written approval of the County. Where two or more designations are listed, choice shall be optional with this Contractor, but this Contractor must submit his choice for final approval.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 FIELD QUALITY CONTROL

- A. All workmanship shall be first class and carried out in a manner satisfactory to and approved by the County.
- B. This Contractor shall personally, or through an authorized and competent representative, constantly supervise the work and so far as possible keep the same foreman and workmen on the job throughout.

END OF SECTION

7. STRUCTURAL REQUIREMENTS

1.1 WORK INCLUDED

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to provide the Structural Work repairs as shown on the structural drawings and as specified hereinafter, including, but not limited to the following:
 - 1. Supply and install necessary shoring and bracing for repairs.
 - 2. Providing lifts or other items necessary to perform specified repairs.
 - 3. Removing and replacing structural members, fasteners specified in plans
 - 4. Proper disposal of damaged materials
 - 5. Preparation and painting the structure. This will include but not be limited to sanding, priming, painting and all other tasks to ensure proper weather- protection of the structure.

1.2 RELATED WORK

- A. General Requirements
- D. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.

1.3 CONDITIONS AT SITE:

- A. A mandatory site visit is required for all bidders prior to submission of bid. See Notice to Contractors for scheduled dates. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.4 QUALITY ASSURANCE

- A. Conformance:
 - 1. All work shall conform to the applicable requirements of Article 1.3 above.
 - 2. The Contractor shall notify the County, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
 - 3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.
- B. Coordination:
 - 1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the structural work to conform to the existing conditions and that shown and specified.

1.5 SUBMITTALS

A. Product Data:

1. Comply with the provisions of Special Provisions Section B, Subsection 5 - Submittals.
2. Within 15 days after award of the Contract, submit:
 - a. Complete material list of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all materials. List any anticipated Long Lead Time Materials

1.6 DESCRIPTION OF DEMOLITION AND REPLACEMENT WORK

- A. This work includes the demolition and replacement of existing facilities. As such, the project scope for the contractor shall include all associated structural repairs. Where discrepancies between the drawings and existing conditions are noted, the County shall be notified immediately for resolution.

1.7 GUARANTEE

- A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.

1.8 PERMITS AND INSPECTIONS

- A. This Contractor shall arrange for and obtain all required permits and inspections.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

PART 4 – MEASUREMENT AND PAYMENT

All work associated with structural repairs 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

8. ADDITIVE ALTERNATE #1

1.3 WORK INCLUDED

- A. All materials, labor, equipment, services, and incidentals necessary to provide the Structural Work repairs as shown on the structural drawings and as specified hereinafter, including, but not limited to the following:
 - 1. Replacing 3 existing columns as show on the structural drawings.
 - 2. Supply and install necessary shoring and bracing for repairs.
 - 3. Providing lifts or other items necessary to perform specified repairs.
 - 4. Removing and replacing structural members, fasteners specified in plans
 - 5. Proper disposal of damaged materials
 - 6. Preparation and painting the structure. This will include but not be limited to sanding, priming, painting and all other tasks to ensure proper weather- protection of the structure.

1.4 RELATED WORK

- A. General Requirements
- E. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.

1.9 CONDITIONS AT SITE:

- A. A mandatory site visit is required for all bidders prior to submission of bid. See Notice to Contractors for scheduled dates. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.10 QUALITY ASSURANCE

- A. Conformance:
 - 1. All work shall conform to the applicable requirements of Article 1.3 above.
 - 2. The Contractor shall notify the County, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
 - 3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.
- B. Coordination:
 - 1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the structural work to conform to the existing conditions and that shown and specified.

1.11 SUBMITTALS

- A. Product Data:
 - 1. Comply with the provisions of Special Provisions Section B, Subsection 5 - Submittals.
 - 2. Within 15 days after award of the Contract, submit:
 - a. Complete material list of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all materials. List any anticipated Long Lead Time Materials

1.12 GUARANTEE

- A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.

1.13 PERMITS AND INSPECTIONS

- A. This Contractor shall arrange for and obtain all required permits and inspections.
- B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

PART 4 – MEASUREMENT AND PAYMENT

All work associated with structural repairs 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

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 AT PRECONSTRUCTION MEETING (PRECON)
2. EMERGENCY CONTACT LIST AT PRECON
3. UPDATED SUBMITTAL LIST AND SCHEDULE
4. SCHEDULE OF VALUES FOR LUMP SUM ITEMS
5. STAGING PLAN
6. BEST MANAGEMENT PRACTICE PLAN
7. HOT MIX ASPHALT SOURCE AND MIX DESIGN WITH CERTIFICATES
8. SLURRY SEAL TYPE II SOURCE AND MIX DESIGN WITH CERTIFICATES
9. ELECTRICAL MATERIALS
10. FENCING MATERIALS
11. LONG LEAD TIME MATERIALS
12. PAINTING MATERIALS
13. WARRANTIES
14. RECORD DRAWINGS