

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

P2699003

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife (CDFW)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

March 31, 2027

3. The maximum amount of this Agreement is:

Written Dollars and Cents (\$XX,XXX.XX)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit A1	Scope of Work Continued	24
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+ - Exhibit G	Additional Provisions (Public Works)	20
+ - STD 18	Standard California Nondiscrimination Construction Contract Specifications	2
+ - Drawings	H16-2025-001 Dated: 01/14/2026	2 Sheets

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS

1010 Riverside Parkway

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Yujie Jin

TITLE

Branch Chief, Land & Facilities Engineering Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

REVISE WATER SYSTEM
CONTRACTOR
EXHIBIT A – SCOPE OF WORK

P2699003

1. Description:

Provide all labor, tools, equipment, materials, incidentals, permits and taxes necessary to replace a submersible well pump, pump controller, pump house appurtenances, replace one and a quarter inch (1 ¼") water main with two-inch (2") water Main, fire flow testing and other miscellaneous work.

2. Location of Services:

Services shall be performed at Merced River Hatchery, 4998 Robinson Road, Snelling, CA 95369, Merced County

3. Contract Term Date:

Upon DGS approval through March 31, 2027.

4. Time of Completion:

Construction shall be completed within **FORTY (40) WORKING DAYS** following the official "Notice of Start Date" from CDFW to the Contractor to commence construction. CDFW may approve additional working days for delays caused by unexpected events or circumstances including but not limited to supply chain disruption and inclement weather. Contractor must advise Contract Manager **IN WRITING** of any unexpected events or circumstances and obtain CDFW approval for any time extension.

5. License Required:

A – General Engineering Contractor, **or**
B – General Building Contractor, **with**
C-57 – Well Drilling Contractor for well pump replacement

6. Items of Work:

All items of work on the contract form are to be complete in place. In addition, the specified items shall be in accordance with the following and shall include as well as furnish all labor, tools, equipment, materials, permits and taxes necessary to:

- Item 1 - Remove existing well pump and replace with new well pump and variable speed controller as per plans and specifications.
- Item 2 - Replace existing one and a quarter inch (1 ¼") PVC Water Main with new two-inch (2") PVC water main.
- Item 3 - Revise pump house and equipment based on new plans to upsize from one and a quarter inch (1 ¼") PVC to two-inch (2") PVC.

REVISE WATER SYSTEM
CONTRACTOR
EXHIBIT A – SCOPE OF WORK

P2699003

- Item 4 - Install new six thousand (6,000) gallon galvanized fire water storage tank and connect new two-inch (2") PVC water pipe.
- Item 5- Water testing as necessary to verify the new fire sprinkler supply at new modular home meets Fire Marshal requirements.
- Item 6 - Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a unit price basis, as may be determined, and allowed by the Contract Manager. The total amount to be paid under this item may be from zero (if no changes are allowed) to the full amount, as determined by the Contract Manager.

7. The Project Officials during the term of this agreement will be:

CDFW Project Officials	Contractor Project Official(s)
Contract Manager Name: Scott Murata Phone: (916) 764-1987 Email: Scott.Murata@wildlife.ca.gov Address: 1010 Riverside Parkway West Sacramento, CA 95605	Project Director Name: XXX Contractor Phone: (XXX) XXX-XXXX Email: XXXXXXXXXXXX Address: XXXXXXXXXXXX

8. General:

The Contractor shall visit and determine the actual condition of the site prior to submitting the quote and shall familiarize themselves of the work in place. **Contractor shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the Contractor to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for assessing properly the difficulty or cost of successfully performing the work. The submission of a quote will be considered as conclusive evidence that the Contractor has made such examination.** No claim of the Contractor shall be made as a result of different physical conditions of any item or exposed work if such condition is exposed and present at the time of inspection. If any unknown physical condition exists or is not exposed at the time of site inspection, unless noted in these specifications, an equitable adjustment will be made.

All work is to be performed in accordance with the Standard Specifications as stated below, except as provided in the General Conditions, Technical Specifications, and any applicable drawings.

State and Federal Codes:

- A. 2025 California Code of Regulations (CCR)
- B. 2025 California Administrative Code (CAR), [California Code of Regulations (CCR), Title 24, Part 1]
- C. 2025 California Building Code (CBC), Volumes 1, and 2, (CCR, Title 24, Part 2) (Based on 2024 International Building Code with 2025 California Amendments)

REVISE WATER SYSTEM
CONTRACTOR
EXHIBIT A – SCOPE OF WORK

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- D. 2025 California Residential Code (CRC), (CCR, Title 24, Part 2.5), (Based on 2024 International Residential Code)
- E. 2025 California Electrical Code (CEC), (CCR, Title 24, Part 3) (2023 National Electric Code (NEC) with 2025 California Amendments)
- F. 2025 California Mechanical Code (CMC), (CCR, Title 24, Part 4) (Based on 2024 Uniform Mechanical Code with 2025 California Amendments)
- G. 2025 California Plumbing Code (CPC), (CCR, Title 24, Part 5) (Based on 2024 Uniform Plumbing Code)
- H. 2025 California Energy Code, (CCR, Title 24, Part 6)
- I. 2025 California Historical Building Code, (CCR, Title 24, Part 8)
- J. 2025 California Fire Code (CFC), (CCR, Title 24, Part 9) (Based on 2024 International Fire Code)
- K. 2025 California Existing Building Code, (CCR, Title 24, Part 10), (Based on the 2024 International Existing Building Code)
- L. 2025 California Green Building Standards Code, (CCR, Title 24, Part 11)
- M. 2025 California Referenced Standards Code, (CCR, Title 24, Part 12);
 - NFPA 13 - Automatic Sprinkler Systems w/ CA Amendments 2025 Edition
 - NFPA 14 - Standpipe Systems w/ CA Amendments 2024 Edition
 - NFPA 17a - Wet Chemical Systems 2024 Edition
 - NFPA 20 - Stationary Pumps 2025 Edition
 - NFPA 24 - Private Fire Mains w/ CA Amendments 2025 Edition
 - NFPA 72 - National Fire Alarm Code w/ CA Amendments 2025 Edition
 - NFPA 2001 - Clean Agent Fire Extinguishing Systems 2025 Edition
 - w/ CA AmendmentsReference code section for NFPA standards is in 2022 CBC Chapter 35 or 2022 CFC Chapter 80. See Chapter 35 for State California amendments to NFPA standards
- N. Reference Code Sections for Applicable Standards:
 - 2025 CBC, Chapter 35
 - 2025 CFC, Chapter 80
- O. Title 8 California Code of Regulations (CCR), CAL/OSHA Regulations-Safety Orders issued by Division of Industrial Safety of the State of California
- P. Title 19 CCR., Public Safety, State Fire Marshall (SFM) Regulations, List of Federal Codes & Standards (if applicable)
- Q. American with Disabilities Act (ADA), Title II or Title III
- R. 2025 California Access Compliance Advisory Reference Manual (As prepared by the Division of the State Architect Office, published on January 1, 2025, effective July 1, 2026)
- S. Department of Transportation (DOT) Standard Specifications and/or Plans; State of California, DOT, 2025
- T. Underwriters Laboratories, Inc. (UL Standards)

Additional Codes:

- A. American Concrete Institute (ACI), Latest Edition
- B. American Society for Testing and Materials (ASTM), Latest Edition
- C. Steel Construction Manual, American Institute of Steel Construction, (AISC), 15th Edition

REVISE WATER SYSTEM
CONTRACTOR
EXHIBIT A – SCOPE OF WORK

P2699003

- D. American Welding Society, AWS
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

Additional Documents which are attached hereto and made a part of this agreement;

- A. Drawing: H16-2025-001 Dated: Page - 01/14/2026 Sheet(s): Two (2)
Page - 02/04/2026

9. Insurance Requirements:

The Contractor will be required to supply proof of and maintain liability coverage as outlined in Exhibit G, Insurance, Item 12B – Insurance Requirements of this agreement. These policy types include:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation and Employer's Liability

❖ **The above policies must each be endorsed to include "The State of California, its officers, agents and employees as additional insured but only with respect to work performed under the Contract".**

10. Bond Requirements:

Contractor will be required to supply bonds as outlined in Exhibit G, Item 13 – Contract Bonds which is attached hereto and will be part of the resulting agreement. The bond(s) required for this Agreement include:

- Payment Bond required if contract cost is \$25,000 or more
- Performance Bond required if contract cost is \$10,000 or more AND progress payments are made

11. Quality Control:

The Contractor will be responsible for the completeness of the contract work. The Contractor will be responsible for the progress of the contract work until final completion and acceptance of same by the State and will make such checks on the work as may be necessary to assure conformance with these specifications.

12. Work Schedule:

The Contractor shall furnish the Contract Manager a proposed work schedule **THREE (3) DAYS PRIOR TO BEGINNING WORK** and The Contractor shall submit at such times as may be requested by the Contract Manager, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

13. Submittal Process:

The Contractor shall submit shop drawing(s), manufacturer's data for all equipment and materials proposed for use on this job, complete with descriptions, information, and performance data to the Contract Manager for approval in Portable Document Format (PDF).

Shop Drawing(s) shall also be submitted in a computer aided drafting (CAD) format using AutoCAD version Civil 2020 or newer version. (Remove this statement if not required).

The electronic submittal process is not intended for physical material samples.

Submittals must be approved prior to start of the work identified in the respective submittals.

The Contract Manager will indicate one of the three (3) actions by item number:

- A. If review and comment indicates "APPROVED", work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
- B. If review and comment indicates "APPROVED AS NOTED", limited corrections are required. Corrections shall be made before work may begin on incorporating the material and equipment covered by the submittal into the work.
- C. If review and comment indicates "NOT APPROVED", the material and equipment is unacceptable. The Contractor is not authorized to begin incorporating the material and equipment covered by this submittal into the work until new submittal is made, resubmitted, and returned marked either "APPROVED" or "APPROVED AS NOTED".

Designation of submittal documents "For Information Only" does not preclude the Engineer from reviewing or commenting on the submittal contents. Information only submittals returned to the Contractor marked "AMEND AND RESUBMIT" or "REJECTED –SEE REMARKS" shall be revised and resubmitted by the Contractor.

14. Clean Up and Disposal of Refuse:

Upon completion of each maintenance/service activity under this contract, the Contractor must remove all remaining excess materials, waste, rubbish, debris, temporary facilities, and other equipment from the site. Final approval of the work done under these specifications will not be given until the final cleanup meets approval of the CDFW Facility Manager or CDFW designee.

15. Restoration of Improvements:

Any damage to existing facilities, structures or improvements caused by the Contractor, the Contractor's equipment, or the Contractor's staff during the term of this contract, will be repaired and restored to as good a condition as existed at the time work commenced at the Contractor's own expense.

16. Inability to Provide Services:

If the Contractor is temporarily unable to provide services as required, CDFW reserves the right to accomplish the work by other means during the period of the Contractor's inability to provide services and will be reimbursed by the Contractor for any costs.

17. Accidents/Damages:

Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, or employees are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has made an estimate of all costs involved and written documentation has been provided to the Institution Contract Liaison or designee.

18. Exclusions:

Excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance of the equipment. This agreement does not include service, repair, or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

19. Guarantee:

See Exhibit G, (Additional Provisions, Public Works) Item 54, Guarantee.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

1. General:

The Contractor shall visit and determine the actual condition of the site prior to submitting the quote and shall familiarize themselves of the work in place. **Contractor shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the Contractor to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for assessing properly the difficulty or cost of successfully performing the work. The submission of a quote will be considered as conclusive evidence that the Contractor has made such examination.** No claim of the Contractor shall be made as a result of different physical conditions of any item or exposed work if such condition is exposed and present at the time of inspection. If any unknown physical condition exists or is not exposed at the time of site inspection, unless noted in these specifications, an equitable adjustment will be made.

All work is to be performed in accordance with the Standard Specifications as stated below, except as provided in the General Conditions, Technical Specifications, and any applicable drawings.

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 - NFPA 72 - National Fire Alarm Code w/ CA Amendments 2025 Edition
 - NFPA 2001 - Clean Agent Fire Extinguishing Systems 2025 Edition

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

w/ CA Amendments

Reference code section for NFPA standards is in 2022 CBC Chapter 35 or 2022 CFC Chapter 80. See Chapter 35 for State California amendments to NFPA standards

- N. Reference Code Sections for Applicable Standards:
 - 2025 CBC, Chapter 35
 - 2025 CFC, Chapter 80
- O. Title 8 California Code of Regulations (CCR), CAL/OSHA Regulations-Safety Orders issued by Division of Industrial Safety of the State of California
- P. Title 19 CCR., Public Safety, State Fire Marshall (SFM) Regulations, List of Federal Codes & Standards (if applicable)
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- C. Steel Construction Manual, American Institute of Steel Construction, (AISC), 15th Edition
- D. American Welding Society, AWS
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

Additional Documents which are attached hereto and made a part of this agreement;

- A. Drawing: H16-2025-001 Dated: Page - 01/14/2026 Sheet(s): Two (2)
Page - 02/04/2026

2. Specifications:

Scope of Work

1. Remove existing well pump and replace pump end with new Sta-Rite P43B0050A3 or approved equal. Pump wires to be replaced to prevent splices.
2. Remove existing one and a quarter inch (1 ¼") equipment in pump house and replace with a two-inch (2") equipment.
3. Replace existing pump controller with Pentair Pentek Intellidrive XL VFD P1D010033NDBP or approved equal.
4. Replace existing one and a quarter inch (1 ¼") pvc sch forty (40) water pipe with a two-inch (2") pvc sch forty (40) water pipe.
5. Install new six thousand (6,000) gallon fire protection tank on concrete pad. Contractor to provide stamped engineer calculations for both tank foundation and earthquake hold downs or straps.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

6. Contractor to test water supply line to fire sprinkles to show a minimum flow rate of thirty-eight (38) gpm with twenty (20) psi residual.
7. Contractor to stage construction to limit the amount of time the water supply is not available to residents.

Requirements and Materials:**Fire Control Tank**

1) Requirements

- a. Tank Size: minimum six thousand (6,000) gallons of water, dimensions shall be determined by manufacturer
- b. Material: Galvanized Corrugated Steel
- c. Tank must include all features shown on project drawings
- d. Concrete slab foundation and anchoring shall be determined by tank manufacturer/supplier
- e. Tanks must meet all NFPA 22 standards and requirements
- f. Site specific data shall be used for structural design

2) Submittals

- a. Submit for approval by the Engineer the following.
 - i. Manufacturer's data and information for the tank including:
 1. Fire control tank materials and features
 2. Concrete foundation
 3. Fire control tank anchoring
- b. Shop drawings for the tank and footings.
 - i. Drawings shall show construction, connections, and details.
 - ii. Show material thicknesses and dimensions.
- c. Provide stamped engineering drawings, structural calculations, anchoring and footing details by a licensed Structural/Civil Engineer in the State of California.

3) Manufacturer/ supplier

- a. National Storage Tank, Inc.
- b. Or approved equal.

Domestic Water Pipe

1) Materials

- a. Polyvinyl Chloride Pipe (PVC)
 - i. PVC fittings shall be of the same material as the pipe.
 - ii. Pipe shall be PVC, schedule 40 conforming to ASTM D 1785.
- b. Galvanized or HDPE
 - i. All piping exposed to sunlight shall be made of these materials.

2) Execution

- a. After the required bedding has been placed; the pipe and fittings, shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench.
- b. The pipe shall not be dragged in a manner that would cause scratching of the pipe surface. An excessive amount of scratching on the surface of the pipe will be considered cause for rejection.
- c. The pipe shall be assembled so that no strain is placed on the pipe during or after backfill operations.
- d. After laying of the pipe is complete, the pipe shall be tested for leaks before backfilling

Independent Testing Laboratory

The Contractor shall arrange and pay an Independent Testing Laboratory and approved by the State, to perform testing as required below. Contractor shall furnish two certified copies of test results and inspection records to the State Representative within forty-eight (48) hours after completion of tests.

Testing shall be performed on the following:

1. Concrete Testing
 - a. Fire Control Tank Foundation

Independent Testing Laboratory shall be responsible for all testing reports, transportation of cylinders, and all equipment required to perform necessary testing.

Site Clearing

PART 1 - GENERAL

1.01 DESCRIPTION

Work per this section shall include all clearing, grubbing, and stripping; including, but is not necessarily limited to:

- A. Removal of organic and inorganic debris.
- B. Removal of large rocks.
- C. Removal of surface organic topsoil layer.

1.02 SECTION REQUIREMENTS

A. LIMITS OF WORK

Perform demolition, clearing, grubbing, and stripping operations to the following limits:

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

1. **CLEARING:** Clearing operations shall be limited to areas upon which facilities, structures, landscaping or structural fill will be placed. The Contractor shall clearly flag all trees and vegetation to remain or to be relocated and prior to construction shall notify the State Representative to confirm removal of such items.
2. **GRUBBING:** Perform grubbing operations at all locations identified for clearing.
3. **STRIPPING:** Perform stripping operations at all locations identified for clearing except those areas delineated as wetlands. These areas will be identified on the Contract Drawings and shall not be disturbed.

B. CLEARING

Remove and dispose of large rocks, shrubs, brush, limbs, and other vegetative growth to the limits defined in Section A above. Remove all evidence of branches greater than 1-inch in diameter of thickness. Remove and dispose of trash piles and rubbish in a timely manner. Protect structures and piping above and below ground, trees, shrubs, and vegetative growth and fencing which are not designated for removal or which exist outside project limits.

C. GRUBBING

After clearing, remove and dispose of wood or root matter, including stumps, trunks, roots, or root systems greater than 1-inch in diameter to the limits defined in Section A above.

D. STRIPPING

After grubbing, strip the organic material to the limits defined in Section A above to a depth of not less than 2-inches. Upon completion of the stripping operation, the remaining material, if utilized for structural fill, shall not exceed a concentration of organics in excess of 5 percent by dry weight. Dilution shall be accomplished by means of diskings. The Contractor shall provide, at their expense, a Geotechnical Representative to oversee and document the grading operation if stripping material is to be utilized as structural fill.

E. JOB CONDITIONS

1. **DUST CONTROL:** Use all means necessary to prevent the spread of dust during performance of the work. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site. Wind in excess of 10 MPH causing dust to leave site will require Contractor to limit dust causing activities.
2. **BURNING:** On-site burning will not be permitted.
3. **PROTECTION:** Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately notify the State

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

Representative. The Contractor shall make all repairs and replacements necessary, at their expense. All repairs must be performed to the satisfaction of the State Representative.

PART 2 - PRODUCTS**2.01 TEMPORARY BARICADES**

Unless otherwise specifically approved by the State Representative, use only orange construction fencing to construct temporary barricades around the objects designated to remain.

2.02 PRUNING PAINT

Use only a pruning paint specially formulated for horticultural application to cut or damaged plant tissue and approved by the State Representative for use on this work.

2.03 EXPLOSIVES

Explosives may not be used for site clearing.

2.04 OTHER MATERIALS

All other material not specifically described but required for proper completion of the work of this Section, shall be as selected by the Contractor subject to approval of the State Representative.

PART 3 - EXECUTION**3.01 PREPARATION**

A. NOTIFICATION: The Contractor shall notify the State Representative at least five (5) full working days prior to commencing the work of this section.

B. SITE INSPECTION

1. Prior to all work of this section, carefully inspect the entire site and all objects designated to be removed and to be preserved.
2. Locate all existing inactive utility lines to be encountered by the new work and determine all requirements for disconnecting and capping. Abandonment of piping requires capping at each end or plugging with concrete to the satisfaction of the State Representative.
3. Locate all existing active utility lines traversing the site and determine the requirements for their protection.

C. CLARIFICATION

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

1. The drawings do not purport to show all objects existing on the site.
2. Before commencing the work of this section, verify with the State Representative all objects to be removed and all objects to be preserved.

D. SCHEDULING

1. Schedule all work in a careful manner with all necessary consideration for neighbors, operation of the existing facilities, and the public.
2. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.

3.02 STRUCTURE AND DEMOLITION**A. SAFETY REQUIREMENTS**

The Contractor's attention is directed to the provisions of Subpart T of the OSHA Safety and Health Standards for Construction and the provisions of Article 31 of the Construction Safety Orders of the California Division of Industrial Safety governing the work of demolition. The Contractor shall perform all the work hereunder in accordance with said provisions, and where in conflict, the more stringent shall apply.

B. BACKFILL AND GRADING

After facilities have been demolished and all material removed, any remaining depression or holes shall be backfilled, and the area finish graded. Rubble and broken concrete will not be allowed to be used as fill material.

1. Facilities so designated on the plans shall be demolished, and all materials obtained as a result of the operation shall become the property of the Contractor and shall be removed and disposed of at a proper location away from the site. Any equipment or pipe work connected within a structure which is designated to be removed, salvaged or relocated shall be removed before demolition begins. All other equipment within the structure shall become the property of the Contractor.
2. All concrete and rock shall be removed to a depth of at least 2.5 feet below the finished grade unless otherwise noted and shall be disposed of at a proper location off-site. Concrete not removed, shall be broken to prevent entrapment of water as directed by the State Representative. Concrete includes all reinforcement and embedded items. Pipe work and conduit within 10 feet of a structure shall also be removed to a depth of 2.5 feet below existing grade unless otherwise noted.

3.03 SITE WORK**A. CLEARING AND GRUBBING****1. AREA TO BE CLEARED AND GRUBBED**

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

- a) The Contractor shall restrict clearing and grubbing to the areas designated for new construction or adjustment of grades as shown on the plans. Surrounding trees shall be protected from damage at all times. In areas not to be further excavated, fill depressions resulting from site clearing. Place and compact satisfactory soil materials (no organics) in 6-inch thick layers to density of surrounding original ground.
- b) Where limbs or roots of trees designated to remain extend into work areas, the limbs or roots shall be trimmed in accordance with the provisions of this section.

2. FELLING OF TREES

- a) Use all necessary care to protect the roots and branches of trees designated to remain, and to prevent damage to persons and properties.
- b) Immediately after felling a tree, remove the trunk, branches and limbs as necessary for removal, and clear the debris.

B. GRUBBING

Remove all surface rocks and all stumps, roots, and vegetation within the limits of construction. Roots shall be removed to at least 2.5 feet below proposed finish grade.

C. DISPOSAL OF STRIPPINGS

All stripped materials shall be removed from the project site at the contractor's expense. Stripping materials may be stockpiled and stored onsite only when directed by the State Representative.

D. CONSTRUCTION OF BARRICADES**1. LAYOUT**

- a) At all locations consisting of trees, wetlands, and other areas designated to be preserved, the Contractor shall install a minimum 4-foot high orange fence, or approved equal as deemed by the State Representative, shall be installed at the outermost edge of the protected zone of each protected tree or group of trees. The fence shall remain in place for the life of the project but may be removed after all grading activities for the site have been completed, and then it shall only be removed as needed for construction purposes.
- b) Barricades blocking vehicle traffic and/or pedestrians entering the project site shall be at least 3- foot high, consisting of two inch by four inch or larger posts set at least 18 inches into the ground at not more than six feet on centers, joined at the top by one inch by six inch or larger boards firmly nailed to the posts. Metal post with orange safety fencing may also be used if allowed by the State Representative.

2. PROTECTION

- a) Take special care in setting posts to not damage tree roots.
- b) Do not permit stockpiling of materials or debris within the barricaded area nor permit the earth surface to be changed in any way except as specifically approved by the State Representative.

3. MAINTENANCE

All protective fencing shall be inspected and maintained by the Contractor at weekly intervals. Any damaged fencing shall be immediately restored at no additional cost to the State.

4. REMOVAL OF BARRICADES

All protective fencing including posts and fabric shall be removed from the site at the completion of the work at the Contractor's expense.

E. REMOVAL OF DEBRIS

- 1. Remove all debris from the project sites and leave in a neat and orderly condition to the approval of the Representative. Dispose of debris off site at a location approved by the Representative.
- 2. Removal of demolished materials shall be included in the applicable lump sum base bid item and shall not be paid on a unit cost basis.

END OF SECTION

Grading

PART 1 - GENERAL

1.01 DESCRIPTION

The work of this section consists of excavation, fill placement, and removal and disposal of excess and unsuitable material all as required to establish site grades as shown on the plans. Excavation includes excavation and grading for roadways, areas adjacent to structures, parking areas, slope rounding, benching, waterways, furrow and interception ditches, embankments, unsuitable material from the roadbed and beneath fill areas.

The Contractor shall utilize the material as specified herein and uniformly spread and compact any surplus at a location near the project site where directed by the Facility Manager.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.****1.02 QUALITY ASSURANCE**

Testing is required to determine compliance for the work of this section. All testing shall be the responsibility of the State. Areas where test results indicate noncompliance shall be corrected before placing additional fill.

1.03 PROJECT CONDITIONS

Maintain fills, slopes, and ditches within the limits of the new construction until final acceptance. Repair areas damaged as a result of storms or construction. Take necessary precautions to prevent the entrance of soils and other materials into streambeds, lakes or water courses.

Note: The underlying soils at this location are hard rock that may be difficult to grade. The Contractor should review existing conditions before grading operations begin. Blasting may be necessary for rough grading.

PART 2 - PRODUCTS**A. GENERAL**

1. All fill material shall be subject to approval by the State Representative.
2. Material shall be free from detrimental quantities of organic materials and free of all debris, muck, and other unsuitable materials. Frozen material will not be permitted as fill.

B. EROSION CONTROL

1. The Contractor is responsible for keeping all project areas free of erosion.

PART 3 - EXECUTION**3.01 GENERAL**

Finish grades and existing or natural grades in the area adjacent to the structures are indicated on the plans. The Contractor shall do all grading, filling-in or excavating as required to completely grade the site to lines and grades shown, and to provide for the indicated drainage. Where finish grade corresponds practically with existing grade, the ground shall be worked up and graded off evenly with existing grade. The grading operation shall generally consist of moving and transporting materials within the area; however, the Contractor shall provide any additional fill material, if necessary, to complete the site grading to the elevations shown, or to uniformly spread any excess material on-site which may result as directed by the State Representative at no additional cost to the State.

Before commencing any earthwork operations:

1. The Contractor shall verify shrinkage characteristics of imported soils and existing soils to be reused.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

2. The State will not be responsible for additional costs associated with variations in shrinkage factors and related earthwork quantities.
3. Verify existing grades and conditions are as indicated on the drawings prior to commencing work.
4. Should indicated conditions conflict with actual conditions and contours, notify the State Representative and await their directions before proceeding. Commencement of work indicates acceptance of existing conditions.

3.02 GROUND SURFACE PREPARATION

Before excavating or placing fill material, complete all clearing, grubbing, and stripping and scarify ground surface to provide ample bond between old and new material.

3.03 PLACEMENT OF FILL

Place fill material in layers not exceeding 8-inches loose measurement. Compact each layer before placing the next layer. As the compaction of each layer progresses, continually level and manipulate to assure uniform moisture and density. Add water to obtain specified moisture content.

3.04 DENSITY REQUIREMENTS

The top 2.5 feet of fill materials or top 1.0 feet of cut that are to support aggregate base and asphaltic concrete roadway pavements, parking areas, ADA walking trails, viewing platform and concrete areas shall be compacted to 95 percent of the maximum density determined by Calif. Test Method No. 216. All fill below the top 2.5 feet and all fill not supporting roadways, parking areas, or walks shall be compacted to 90 percent of maximum density.

3.05 DITCHES

Construct drains, channels, and inlet and outlet ditches for culverts as shown or as directed. Round and trim ditch slopes neatly to grade. Final flow line elevations should be reasonably uniform and provide free drainage without ponding.

3.06 SLOPE FINISHING

Leave earth slopes with a roughened but reasonably uniform surface without noticeable breaks. The final surface should be similar to that obtained by using a farm disk or harrow parallel to the roadway. Blend slopes smoothly with the adjacent terrain. Grading shall provide for drainage away from all sides of structures.

3.07 DISPOSAL OF EXCESS MATERIAL

Excess material shall be hauled offsite and disposed of legally unless specified otherwise by the State Representative.

3.08 DISPOSAL OF UNSUITABLE MATERIAL

Unsuitable material shall be recycled if possible. If material cannot be recycled, it is to be properly disposed of offsite at the Contractor's expense. Records of disposal and/or chain of custody forms, if needed, shall be made available to State Representative upon request.

END OF SECTION

Grading For Concrete Work

PART 1 - GENERAL

1.01 DESCRIPTION

Grading for paving and concrete work consists of excavating, filling, and compacting as required to bring the surface of subgrade to cross sections and grades shown on the plans.

1.02 SUBGRADE

Subgrade is defined as the surface upon which pavement, base, or sub-base is to be placed.

1.03 QUALITY ASSURANCE

Evaluation of all fill materials and testing required to determine compliance for the work of this section will be the responsibility of the Contractor and at the Contractor's expense. All areas where test results indicate noncompliance shall be corrected before placing additional backfill. Additional costs for re-testing shall be paid by the Contractor.

1.04 RELATIVE COMPACTION TEST

- A. The contractor shall provide material testing, at their expense, where specified and as required to complete the work.
- B. Relative compaction is defined as the ratio, in percent, of the compacted dry density to the laboratory maximum dry density. The laboratory maximum dry density is defined in accordance with ASTM D 1557, latest edition.
 - 1. A soils report is not provided; contractor is responsible for meeting the compaction requirements set forth in these specifications.
- C. Where compaction tests indicate a failure to meet the specified compaction, the State will take additional tests every 50 feet in each direction until the extent of the failing area is identified. Re-work the entire failed area until the specified compaction has been achieved and to the satisfaction of the State Representative.

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.01 GRADING FOR PAVEMENT AND CONCRETE WORK

- A. Under all pavements, including asphalt and concrete, the Contractor shall:
3. Excavate to below subgrade, remove and dispose of organic material and unsuitable soils.
 4. The top 2.5 feet of fill materials or top 1.0 feet of cut that are to support structural sections for asphaltic concrete roadway pavements, parking areas, sidewalks, and boat ramps above the water line shall be compacted at a moisture content of at least 2-percent above optimum to 95-percent minimum relative compaction.
 5. Place engineered fill in 8-inch maximum lifts to obtain subgrade elevations.
- B. Excavations shall be made to such widths outside the finished project area to be constructed to industry standards as needed to provide proper working methods including the erection of forms and the protection of the work.

3.02 EXCAVATION

Top 8-inches of subgrade shall have a relative compaction of 95 percent obtained by thoroughly scarifying the area after it has been excavated to the required elevation and compacted with approved rolling equipment allowing for settlement of re-compacted subgrade. Where required during compaction, apply water with suitable equipment to insure even distribution of moisture content.

3.03 COMPACTION

Relative compaction of earthen materials composing each layer of soil shall be not less than 95 percent as determined by Test Method No. Calif. 216. It is the responsibility of the Contractor to provide testing for compaction at their expense. The Contractor shall immediately provide copies of the results to the State Representative for review upon receiving them from the testing agency. Any work covering the soil without test results is subject to being removed at the contractor's expense.

3.04 SUBGRADE PREPARATION

Where original ground conforms approximately to finished pavement surface, scarify basement material to depth of at least 8-inches below subgrade surface; remove vegetation or other unsuitable backfill material resulting from excavation with suitable material.

END OF SECTION

Aggregate Base

PART 1 - GENERAL

1.01 DESCRIPTION

A. SUBGRADE

Shape, water and compact until firm with roller or other approved equipment prior to placing aggregate base.

1.02 SUBMITTAL

- A. The Contractor shall submit certification from the supplier stating that aggregate base material meets the requirements of this section.
- B. One copy of certified weight tickets for each load of aggregate and crushed rock delivered to project site.

PART 2 - PRODUCTS

2.01 CLASS 2 AGGREGATE BASE

Use Class 2 aggregate base as specified in the Standard Specifications of the State Department of Transportation, latest edition, Section 26, Article 26-1.02 B.

A. MATERIAL

Quarry waste, broken stone, crushed gravel, or combination thereof, free from organic matter and other deleterious substances, and of such quality that it will compact thoroughly when watered and rolled, to form firm, well bonded base.

B. QUALITY

Class 2 aggregate shall conform to the following quality requirements:

QUALITY REQUIREMENTS

Test	Test Method (Calif No.)	Requirements
Resistance (R-value)*	301	78 Min.
Sand Equivalent	217	22 Min.
Durability Index	229	35 Min.

* (The "R" value requirement may be waived provided aggregate base conforms to specified grading and durability and has sand equivalent value of 33 or more.)

C. GRADING

Class 2 aggregate shall be uniformly graded, and at the option of the Contractor, may be either 1-1/2 inch maximum or 3/4 inch maximum, and shall conform to the following requirements:

AGGREGATE GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing	
	1-1/2" Maximum	3/4" Maximum
2"	100	-
1-1/2"	90-100	-
1"	-	100
3/4"	50-85	90-100
No. 4	25-45	35-60
No. 30	10-25	10-30
No. 200	2-9	2-9

PART 3 - EXECUTION

3.01 SPREADING

Deliver base material to subgrade as uniform mixture. Where required thickness is less than 6 inches, aggregate base material may be spread and compacted in one layer. Where required thickness is more than 6 inches, aggregate base material shall be spread and compacted in 2 or more layers where no layer shall exceed 6 inches.

3.02 COMPACTING

- A. Base material shall be watered as needed, and each layer compacted to 95 percent minimum relative compaction as determined by Test Method No. Calif 216 or Calif 231.
- B. The surface of the finished base shall not vary more than 1/2-inch from the grades shown on the Construction Drawings. Any base material which does not conform to the above requirements shall be reshaped, watered, and thoroughly re-compacted to conform to specified requirements.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

This work of this section shall consist of placement of all cast-in-place concrete work, including reinforcement and formwork to be used in the concrete abutment.

1.02 SUBMITTALS

A. CONCRETE MIX DESIGN

The proportions of the concrete materials in the mix shall be the responsibility of the Contractor. At least 21 days prior to placement of concrete, the Contractor shall submit the proposed mix design to the Engineer for approval. Mixture proportions shall include dry weights of cement, saturated surface-dry weights of fine and coarse aggregates, quantities, type and name of admixtures including color samples, and quantity of water in cubic yard of concrete. All material included in the mixture proportions shall be of the same type and from the same source as will be used on the project. No admixture containing chloride shall be used.

B. REINFORCEMENT

1. STEEL

The type, size and placement of reinforcement shall be installed as shown on the plans and as specified herein. All steel reinforcement shall be in accordance with the governing codes, standards listed above and these specifications.

2. SYNTHETIC FIBER REINFORCEMENT

Synthetic fiber reinforcement shall only be used as a secondary concrete reinforcement, and shall be used in conjunction all steel rebar reinforcement and welded wire reinforcement. All synthetic fiber reinforcement shall be in accordance with the governing codes and standards listed above and these specifications.

1.03 QUALITY ASSURANCE

A. No concrete shall be placed by the Contractor without first obtaining written approval from the State Representative. Approval shall be given only after passing a formwork and rebar inspection.

1. The Contractor shall employ, at their expense, a testing agency to perform tests and submit test reports. Test specimens shall be taken as per requirements of ASTM C 31. The State shall supply one set of four (4) standard cylinders for every 20 cubic yards of concrete placed or for each major placement during the day. One specimen shall be tested at seven (7) days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. Compressive strength tests shall be performed as per requirements of ASTM C 39.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

2. The Contractor shall submit concrete delivery tickets or weighmaster certificates for all concrete supplied to the project to the County Representative. Delivery tickets and/or weighmaster certificates shall be clearly labeled to identify the concrete mix design delivered to the project.
3. The Contractor shall supply Certificates of Compliance for all concrete supplied to the project. Certificates shall be signed by the supplier and shall state that the concrete supplied complies in all respects with the requirements of these specifications. Certificates of Compliance shall be clearly labeled to identify the individual concrete delivery ticket and/or weighmaster certificate being certified.

PART 2 - PRODUCTS**2.01 CONCRETE AND OTHER MATERIALS****A. CEMENT**

ASTM C150, Type II, the pozzolan or fly ash content shall not exceed 15 percent by weight of the total cementitious material.

B. FLY ASH AND POZZOLAN

ASTM C618, Type N, F, or C, except that the maximum allowable loss of ignition shall be 6 percent for Type N and F.

C. AGGREGATES

Aggregates shall comply with ASTM C 33. Grading for fine aggregate shall conform to the specified grading. The coarse aggregate shall conform to grading No. 67.

D. ADMIXTURES

Admixtures to be used, when required or approved, shall comply with the appropriate specification listed below:

1. Air-Entraining Admixture: ASTM C 260 (no chlorides)
2. Chemical Admixtures: ASTM C 494

E. All concrete shall contain a calcium nitrite corrosion inhibiting solution that conforms to the requirements in ASTM C 494, Type, as follow:

1. The calcium nitrite admixture shall be as manufactured by W.R. Grace "DCI", or approved equal.
2. The corrosion inhibiting solution shall contain 30% plus or minus 2% of the calcium nitrite, by weight.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

3. The calcium nitrite admixture shall be added to the concrete at the rate of 2.5 gallons per cubic yard.
4. The water in the corrosion inhibiting solution shall be considered as part of the mixing water.

2.02 STEEL REINFORCEMENT**1. REINFORCING BARS:**

Detailing and fabrication of reinforcing steel shall conform to ACI 315 and to Chapter 7 of ACI 318. Reinforcing steel #5 and smaller reinforcing bars shall conform to ASTM A 706 or ASTM A 615, Grade 60 except that all bars to be welded shall conform to ASTM A 706. Welding electrodes for reinforcing bars shall be in accordance with ANSI/AWS D1.4.

2. CHAIRS, SPACERS & DOBIES

Chairs and spacers shall be galvanized and plastic-coated or plastic. Bar supports shall have radius-bearing legs. Plastic coating shall not be less than 3/32" thick, shall extend to the full reinforcing and steel cover, and shall not chip, peel, crack or deform under ordinary job conditions and temperatures.

Dobie's shall be of the same quality (strength, density, and durability) as the cast-in-place concrete. Dobie's shall not have embedded wire.

3. TIE WIRES

All tie wire shall be black annealed, minimum 16-gauge coated for corrosion protection.

4. COUPLERS

Mechanical couplers shall be manufactured by Bar Splice Products, Inc., Erico/Lenton, Bar-Lock or an approved equal. Couplers shall be capable of developing 125 percent of the yield strength of the bar.

5. BONDING TO CONCRETE

Concrete bonding adhesives shall be two part epoxy conforming to ASTM C 881 such as Concessive Liquid LPL manufactured by Master Builders technology; Sikadur 32, Hi-Mod LPL manufactured by the Sika Corporation; or BurkEpoxy Anchoring Grout as manufactured by Edoco or an approved equal.

2.03 CURING MATERIALS**A. SHEET MATERIALS**

Sheet materials for curing concrete shall conform to ASTM C 171, 4 mil polyethylene film or waterproof paper.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.****B. SPRAY APPLIED MEMBRANE FORMING LIQUIDS**

Liquid Membrane compounds shall meet or exceed the requirements of ASTM C 30, Type 1-D, Class B, except that the loss of water when tested, shall not be more than 0.15 kilograms per square meter in 24 hours, nor more than 0.45 kilograms per square meter in 72 hours. The compound shall be a water base, resin cure with fugitive dye meeting California Air Regulation Board requirements. Products shall be by Burke, W.R Meadows Inc. or equal.

C. BURLAP MATS

Burlap mats shall conform to AASHTO M182.2.23

2.04 WATER

Water for concrete mixing shall be potable.

2.05 CONCRETE QUALITY

Provide concrete conforming to Table 1 shown below. The maximum water/cement ratio shall be 0.40.

TABLE 1

28-Day Compressive Strengths (PSI)	Slump (inches)	Sacks of Cement/ Cubic Yard	Aggregate Size	Air Content (Percent)
3,500 PSI minimum.	4" max.	6.0 minimum	3/4" Max.	5.0±1.0

2.06 GROUT

Grout shall consist of sand and cement at a ratio of three parts sand to one part cement by weight. Maximum slump for grout shall be 2-inches.

PART 3 - EXECUTION**3.01 REINFORCEMENT****A. STEEL REINFORCEMENT**

1. All reinforcing steel shall be installed as shown on the plans, and in conformance with the referenced standards.

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

2. All reinforcing steel shall be shop fabricated. All bars shall be bent cold. Any necessary bedding at site shall also be performed cold, unless otherwise permitted by the County Representative.
3. All reinforcing steel shall be accurately placed and secured against displacement, and held in place by a sufficient number of chair supports as specified. Ties at intersections shall be made with the specified black annealed wire.
4. Reinforcing steel located above earth may rest upon precast concrete blocks ("dobies") which are of a thickness that will provide the required cover and of concrete strength and density equal to that of the concrete being cast. Ends of the wire shall be pointed toward center of pour. Ends of the tie wire shall not be located in the clear area between the reinforcing steel and the outside of the concrete. All loose pieces of tie wire shall be removed from formwork.
5. Splices and laps shall be made and located only as called for on the Plans, or as otherwise approved by the County Representative. All reinforcing steel shall be continuous around corners and shall have Class B splices in accordance with ACI 318, unless otherwise noted on the Plans.
6. No welding of reinforcing steel to embedded items shall be performed without the County Representative's approval. Welding shall conform to AWS D1.4, and Section 12.14 of ACI 318.
7. Couplers, concrete bonding adhesive, and any epoxy grout shall be installed in accordance with manufacturer's installation specification.

3.02 PRODUCTION OF CONCRETE

Concrete shall be ready-mixed and shall conform to ASTM C 94 except as otherwise specified.

3.03 PREPARATION FOR PLACING CAST IN PLACE CONCRETE

Framework shall be complete and mortar tight. Temporary access ramps and walkways, as required, shall be constructed to allow safe and expeditious access for concrete placement and workmen. Standing water, loose particles, debris and foreign matter shall be removed. Reinforcement shall be secured in place; joins, anchors and other embedded items shall be positioned. All equipment needed to place and consolidate the concrete shall be at the placement site and in good operating condition. Spare vibrators shall be available. The entire preparation shall be accepted by the County Representative prior to placing. Place concrete only when temperature is above 35 degrees Fahrenheit.

3.04 PLACING CAST IN PLACE CONCRETE

Concrete placement will not be permitted when weather conditions prevent proper placement and consolidation. Concrete shall be conveyed from the mixer to the forms as rapidly as practicable, by methods which prevent segregation or loss of ingredients. Concrete shall be placed within 15 minutes after discharge from the mixer. Concrete shall be carried as close

as possible to its final position in the forms. The placement shall be carried on at such a rate that the formation of cold joints will be prevented.

Each layer of concrete (18 inches maximum thickness) shall be consolidated by internal vibrating equipment. Vibration shall be systematically accomplished by inserting the vibrator through the fresh concrete into the layer below at a uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the layer below if such exists. It shall be held stationary until the concrete is consolidated (normally 4 to 6 seconds but some mixes may require more time) and then withdrawn slowly.

3.05 FINISHING

No finishing or repairs will be done when either the concrete or the ambient temperature is below 50 degree Fahrenheit.

A. FINISHING FORMED SURFACES

Beginning no more than 24 hours after form removal, all fines and loose materials shall be removed and surface defects including tie holes shall be filled. All honeycomb and other defects shall be repaired. All unsound concrete shall be removed from areas to be repaired. Surface defects greater than 1/2 inch in diameter and holes left by removal of tie rods in all surfaces not to receive additional concrete shall be dampened, brush-coated with a neat cement grout, and filled with grout or concrete. The cement used in grout or concrete for repairs to all surfaces permanently exposed to view shall be such that the final color when cured will be the same as adjacent concrete.

3.06 CURING AND PROTECTION

Beginning immediately after placement, and continuing for at least 7 days all concrete shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to start of concrete placement. Preservation of moisture for concrete surfaces not in contact with forms shall be accomplished by one of the following methods:

- A. Application of absorptive mats or fabrics kept continuous wet.
- B. Application of imperious sheet materials.
- C. Application of membrane forming curing compound, applied in accordance with manufacturer's instructions.

The preservation of moisture for concrete surfaces placed against wooden forms shall be accomplished by keeping the forms continuously wet for 7 days. If the forms are removed prior 7 days other curing methods shall be used for the balance of the 7 day period.

3.07 CONSTRUCTION JOINTS

Construction joints are required at the end of each concrete pour. All construction joints shall be a well bonded, watertight, joint between hardened and fresh concrete. All reinforcing steel shall be cleaned and the aggregate of the hardened concrete shall be exposed by means of sand blasting. All reinforcing shall be continued across the construction joints.

3.08 CONTRACTION JOINTS

Contraction joints shall be saw cut. Contraction joint intervals and spacing shall be every 15 feet on center.

END OF SECTION

Asphalt

PART 1 - GENERAL

1.01 DESCRIPTION

A. GENERAL

1. The work of this section shall consist of furnishing, spreading, placing and compacting asphalt concrete for asphalt concrete (AC) surfacing, in accordance with the details shown on the plans and this specification. All work shall be in conformance with the 2018 State of California Standard Specifications in addition to these special provisions.
2. All asphalt repair areas shall receive a tack coat of asphalt emulsion to underlying pavement and vertical surfaces prior to paving.

1.02 SUBMITTAL

- A. The Contractor shall submit certification from the supplier stating that aggregate base material meets the requirements of this section.
- B. One copy of certified weight tickets for each load of aggregate and crushed rock delivered to project site.

PART 2 - MATERIALS

2.01 ASPHALT

The proposed mix designs shall conform to the asphalt concrete mixture quality requirements specified in Section 39-2 of the State Standards and this specification.

A. ASPHALT AGGREGATE

CONTRACTOR**EXHIBIT A1 – SCOPE OF WORK CONT.**

1. Aggregate material shall conform to the specifications of Section 39 of the State Standard Specifications for 1/2-inch maximum aggregate.
- B. TYPE
 1. Asphalt concrete shall be Type "A" Medium gradation. Store, proportion and mix material in accordance with the applicable provisions of the State of California, Department of Transportation, Standard Specifications, Section 39-3.
- C. BINDER
 1. Asphalt binder to be mixed with aggregate shall be Grade PG 64-10 conforming to the State of California, Department of Transformation, Standard Specification Section 92.
- D. TACK COAT
 1. Tack coat shall be Grade SS-1 or SS-1H conforming to the State of California, Department of Transportation Standard Specification, Section 94. The rate applied shall be .02-.04 g/sy residual binder.
- E. MIXING
 1. Mix asphalt concrete at central mixing plant by batch or continuous mixing. Aggregates may be proportioned by weight or by volume.
 2. Use between 5 and 8 percent of asphalt binder by weight of mineral aggregate in mixture. Exact percentage shall be as approved by the State to obtain optimum asphalt content.
 3. Add asphalt binder to aggregate at temperature between 275 and 375 degrees F. Maintain aggregate temperature at time of adding binder between 250 and 325 degrees F.

PART 3 - EXECUTION**3.01 SPREADING**

- A. The specified area shall be overlaid with 4 inches of ½" medium Asphaltic Concrete in conformance with Section 39.2 of the State Specifications.
- B. The paving limits shall be as shown on the drawing.
- C. Paving against existing asphalt edges shall be sawcut prior to placement of AC
- D. Prior to overlay, the parking area surface shall receive tack coat of bituminous emulsion of SS-1 or SS-1H.

3.02 COMPACTING

- A. Asphalt Concrete compaction shall meet the requirements of the Standard Specifications, Section 39-2.01C(15).
- B. The surface of the finished base shall not vary more than 1/2-inch from the grades shown on the Construction Drawings. Any asphalt which does not conform to the above requirements shall be reshaped, and thoroughly re-compacted to conform to specified requirements.

END OF SECTION

CONTRACTOR**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Invoicing and Payment:

- A. For construction services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method shall be made in the payment of these invoices.
- C. Contractor shall submit an original and one (1) copy of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted by mail or email to:

Invoices will be sent to:	
Contract Coordinator:	Alison Root, Analyst II
Region / Division:	WFD, Land and Facilities Engineering Branch
Address:	1010 Riverside Parkway, West Sacramento, CA 95605
Email:	Alison.Root@wildlife.ca.gov

- D. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Wildlife's Accounting Claims Section by the Contract Coordinator. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above, may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- E. Prices paid for the various items of the contract shall include full compensation for furnishing all material, labor, tools, and equipment, and doing all work involved in accomplishing the fulfillment of the plans and specification as herein specified. Items necessary for the completion of the work for which no separate prices are herein included shall be considered included in the various items of the contract.
- F. Progress payments shall only be made by the State in the event the contract term is greater than twenty (20) working days. The Contractor may submit progress payment invoices on completion of work not more frequently than every thirty (30) days in arrears.
- G. No progress payments shall be made for less than twenty (20) working days.
- H. All contracts shall have five percent (5%) retention held for thirty (30) calendar days after completion of the work and then released upon receipt of invoice.
- I. Five percent (5%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement.

CONTRACTOR**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

Final retention shall be held thirty (30) calendar days from final inspection and acceptance of the completed scope of work and then released upon receipt of invoice.

- J. The quantities of items shown on the contract form are determined by computations based on the details and dimensions shown on the plans, and no guarantee is made that the actual quantities, as constructed will be the quantities shown on the contract form.

If no changes are made in the work which affects the quantity of an item paid for on a per unit price basis, no allowance will be made in the event the quantity, as constructed, does not equal the quantity shown on the contract form.

- K. The provisions of Section 9-1.16C, Materials On Hand, of DOT Standard Specifications which pertain to the value of materials delivered to the job site and stored for use, shall not apply. Payment for material delivered to the job site shall be made only for that portion of such material complete in place, as specified, at the time the estimate for progress payment is made. No payment shall be paid for materials delivered and stored. Mobilization, if there be such an item, will be paid in accordance with Section 9-1.16D, of the DOT Standard Specifications except that the retention of funds provision of Item D above shall apply to the contract lump sum item of mobilization.

- L. The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s),
2. Printed name of the Contractor,
3. Business address of the Contractor including P.O. Box, City, State, and Zip Code,
4. Name of the Region/Division of the Department of Fish and Wildlife being billed,
5. The date of the invoice, invoice number, and the time period covered,
6. The number of the agreement upon which the claim is based, and
7. An itemized account of the services for which the Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to",
 - b. A description of the services performed based on Items identified in Item 4. Budget Detail, and
 - c. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor including retention under the terms of this agreement.

CONTRACTOR**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS****2. Contract Written Prior To Approval of The Budget Act**

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made within forty-five (45) calendar days of receipt of an undisputed invoice by Department of Fish and Wildlife Contract Manager as stated in Government Code, Chapter 4.5, commencing with Section 927.

4. Budget Detail

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will submit to the CDFW Contract Manager progress reports every twenty (20) working days of the percent of each unit that has been completed since the last invoice was received. The CDFW Contract Manager will verify the completed work before approving the invoice. The Contractor will be reimbursed at the costs identified below and charges must not exceed **Written Dollars and Cents Amount (\$XXX,XXX.XX)** which is the maximum amount of the agreement.

CONTRACTOR**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

Item Number	Approximate Quantity	Item(s) of Work Description	Unit Price	Item Total
1.	1 Job	Remove existing well pump and replace with new well pump and variable speed controller	Lump Sum	\$
2.	1 Job	Replace existing 1 ¼" PVC water main with new 2" PVC water main.	Lump Sum	\$
3.	1 Job	Revise pump house and equipment based on new plans to upsize from 1 ¼" PVC to 2" PVC.	Lump Sum	\$
4.	1 Job	Install new 6,000 gallon galvanized fire water storage tank and connect to new 2" PVC water pipe.	Lump Sum	\$
5.	1 Job	Water testing as necessary to verify the new fire sprinkler supply at new modular home meets Fire Marshal requirements	Lump Sum	\$
6.	1 Job	Contingencies (See Below) as determined by the Contract Manager	Lump Sum	\$ N/A
TOTAL: Sum of Item 1 through 6				\$

A. Contingencies

Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a unit price basis, as may be determined and allowed by the Contract Manager. The total amount to be paid under this item may be from zero (if no changes are allowed) to the full amount, as determined by the Contract Manager.

1. **EXCISE TAX** ~ The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **AVAILABILITY OF FUNDS** ~ Work to be performed under this agreement is subject to availability of funds through the State's normal budget process.
3. **LICENSES AND PERMITS** ~ The Contractor must be an individual or firm licensed to do business in California and must obtain, at Contractor's expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If Contractor is located within the State of California, a business license from the City/County in which Contractor is headquartered is necessary; however, if Contractor is a corporation, a copy of the Contractor's incorporation documents/letters from the Secretary of State's Office can be submitted. If Contractor is outside the State of California, Contractor must submit to the California Department of Fish and Wildlife (CDFW) a copy of their business license or incorporation papers for Contractor's respective State showing that Contractor's company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the CDFW a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State will have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
5. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, will be decided by the following two (2) step procedure:
 - A. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor must proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.
 - B. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with

supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal must be sent to the CDFW, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified will constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, will be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

- 6. CONFIDENTIALITY OF DATA** ~ All financial, personal, technical, and other data and information relating to the CDFW operations which are designated confidential by the CDFW, and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement will be protected by the Contractor for the protection of the Contractor's data and information are deemed by the CDFW's confidential information, such methods and procedures may be used, with written consent of the CDFW, to carry out the intent of this paragraph. The Contractor will not be required under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.
- 7. RIGHT TO TERMINATE** ~ The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" will mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination will be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

- 8. DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement must contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement must include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement must be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor must include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

- 9. USE OF SUBCONTRACTOR(S)** ~ The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code, Section 4100. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code, Section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act. If the Contractor desires to accomplish part of the services using one (1) or more subcontractors, the following conditions must be met:
- A.** The Contractor must submit any subcontracts to the State for approval prior to starting any of the work.
 - B.** The Agreement between the primary Contractor and the subcontractor must be in writing.
 - C.** The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement.
 - D.** The Contractor must pay the Contractor's Subcontractors for work performed no later than ten (10) days after receipt of each progress payment. If there is a good faith dispute over all or any portion of the amount due a Subcontractor on a progress payment, the Contractor may withhold no more than one hundred fifty percent (150%) of the disputed amount. This provision will apply to Sub-subcontractors also. A violation of these requirements invokes the payment and penalty provisions of Public Contract Code, Section 10262 and Section 10262.5.
 - E.** If a subcontractor contracts a portion of the work to a lower tier subcontractor, the subcontractor may not sublet any portion of the work without the written permission from the State. The lower tier subcontractor must have the proper license with the Contractors State License Board (CSLB) and must be registered with Department of Industrial Relations (DIR).
 - F.** Upon termination of any subcontract, the State must be notified immediately, in writing.
- 10. POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise will create any contractual relation between the State and any subcontractor(s) and no subcontract will relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State will have no obligation to pay or to enforce the payment of any monies to any subcontractor. The State will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.
- 11. TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement will be at rates not to exceed those amounts paid to the no represented/excluded State employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from the State.

- 12. INSURANCE** ~ When the Contractor submits a signed Agreement to the State, the Contractor must furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor for all applicable insurance. Contractor agrees to provide the State a copy of the policy upon request.

A. General Provisions Applying to All Policies

- (1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- (2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor must provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- (3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- (4) Primary Clause – Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.
- (5) Insurance Carrier – All insurance companies issuing any of the policies required by these provisions must be licensed to do business in the State of California.
- (6) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. “A” or better and a financial size category of “VII” or better to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- (7) Endorsements – Endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. **The policy(-ies) must provide additional insurance language as follows: The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the agreement.**

In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractor must include all subcontractors as insured under Contractor’s insurance or supply evidence of insurance to The State equal to

policies, coverages and limits required of Contractor.

- (8) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

B. Insurance Requirements

- (1) Commercial General Liability – Contractor must maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed.

- (2) Automobile Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a **motor vehicle including owned, hired and non-owned motor vehicles.**

The policy must be endorsed.

- (3) Workers Compensation and Employers Liability – Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **When work is performed on State owned or controlled property the Workers' Compensation policy must be endorsed with a Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, Department of Fish and Wildlife must be attached to certificate. Waiver of Subrogation is waved for Emergency Contracts.**

- (4) Builder's Risk/Installation Floater – During the term of this contract, Contractor must maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which become the property of State pursuant to the Contract Documents, including, but not limited to, materials and other items at the work site or stored off-site with consent of State. A copy of any applicable Builder's Risk/Installation Floater will be provided to State, and it will be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether at its own cost, to carry any supplemental policy of insurance. If Applicable.

- (5) Pollution Liability – Contractor must maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup cost incurred, all arising out of the work or services to be performed under this contract. Coverage must be provided for both work performed on site and during the transportation as well

as proper disposal of hazardous materials. Contractor must maintain pollution liability with limits no less than \$1,000,000 per incident. If Applicable.

The policy's bond terms conform to Form MCS-90 or MCS-82, respectively, as defined and set forth in Sections 387.7 to 387.15, inclusive, of Title 49 of the Code of Federal Regulations, or a written decision, order or authorization to self-insure that complies with paragraph (3) of subsection (d) of Section 387.7 of Title 49 of the Code of Federal Regulations, adopted pursuant to Section 30 of Motor Carrier Act of 1980 (49 U.S.C. Sec 10927). If Applicable.

The policy must be endorsed.

- (6) Aircraft Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of an aircraft including owned, hired and non- owned aircraft. If Applicable.

The policy must be endorsed.

- (7) Watercraft Liability – Contractor must maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a watercraft including owned, hired and non- owned watercraft. If Applicable

The policy must be endorsed.

13. CONTRACT BONDS

- A. When the Contract Sum exceeds Twenty-Five Thousand Dollars (\$25,000), Contractor must furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and materials suppliers used on the Work under the Contract. Payment Bonds must be prepared on a Payment Bond to Accompany Construction Contract (STD 807) as furnished by State. (PCC § 7103)
- B. Performance Bond will be required if contract exceeds \$10,000 and progress payments will be made. Contractor must furnish, in duplicate, a Performance Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds must be prepared on Performance Bond (FG-188) as furnished by the State. Performance bond may be waived by the department for emergency contracts.
- C. Bonds must be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor must deliver its required bonds before the date of execution of the Contract.

14. **TESTING** ~ Testing, inspection, and approval of portions of the Work required by Exhibit T- Special Provisions must be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the State. Contractor must promptly furnish two certified copies of test results and inspection records to the State Representative. Material and

equipment will not be incorporated into the project until test results indicate conformance to the Contract Documents.

- 15. INSPECTION ~** The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor must provide and must require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

When the Work is completed, Contractor must notify State's Representative and must request final inspection. Within five (5) Working Days, State's Representative will make final inspection. Contractor will be notified in writing of any deficiencies (Punch List). Contractor must remedy these deficiencies to complete satisfaction of State.

- 16. FORCE MAJEURE ~** Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
- 17. FORCED, CONVICT AND INDENTURED LABOR ~** No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
- 18. CONTRACT STAFF REQUIREMENTS ~** The Contractor represents that it has or will secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel will not be employees of or have any contractual relationship with the CDFW or any other governmental entity.

19. DEFINITIONS

- ❖ The Contract consists of the agreement, the general conditions of the contract, the special conditions, the drawings, and specifications, including all modifications thereof incorporated in documents before their execution.
- ❖ Wherever in the contract the word Department is used it will be understood as referring to the CDFW.
- ❖ Wherever in the contract the word Engineer is used it will be understood as referring to the Chief Engineer of the CDFW, acting personally or through an assistant duly authorized in writing for such act by the Engineer.
- ❖ Written notice must be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known.

- ❖ The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked.
- ❖ The term "work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

- 20. CORRELATION AND INTENT OF CONTRACT** ~ All parts of the contract are complementary, and what is called for by none will be as binding as if called for by all. The intention of the contract is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class, or trade of the specifications must be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning will be held to refer to such recognized standards. In case of conflict, Special Provisions will govern over the Contract Drawings. The Contract Drawings will govern over Standard Specifications. Any conflict the Contractor becomes aware of during the conduct of the work must be brought to the attention of the Contract Manager. All work shown on the drawings, the dimensions of which are not figured, must be accurately followed to the scale to which the drawings are made; however, figured dimensions are in all cases to be followed, though they differ from scaled measurements. Any work for which there are no provisions in the specifications or on the drawings must be performed in accordance with the provisions of the State Specifications.
- 21. DETAIL DRAWINGS AND INSTRUCTIONS** ~ The Contract Manager or Engineer must furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions must be consistent with the contract, true developments thereof, and reasonably inferable therefrom.
- 22. OWNERSHIP OF DRAWINGS** ~ All drawings, specifications and copies thereof furnished by the Contract Manager or Engineer are the property of the State. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned on request, at the completion of the work. All models are the property of the State.
- 23. ROYALTIES AND PAYMENTS** ~ The Contractor must pay all royalties and license fees. Contractor must defend all suits or claims for infringement of any patent rights and will save the State harmless from loss on account thereof.
- 24. TRADE NAMES** ~ Any trade names or manufacturer's names shown herein are, unless otherwise specified, intended as a guide of quality and specifications to the fabricator or Contractor. Such names are not intended to limit the material or methods to any particular manufacturer or manufacturers, if equal or better quality and specifications are furnished. Unless otherwise specified herein, the Contractor will have a period of 35 days after award of this contract for submission of data substantiating a request for a substitution of an "equal" item.
- 25. SURVEYS, PERMITS, AND REGULATIONS** ~ The Contractor is responsible for all surveys and measurements necessary to complete the work, unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work must be secured and paid for by the Contractor. The Contractor must give all notices and comply with all laws,

ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, Contractor must promptly notify the Contract Manager in writing, and any necessary changes will be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Contract Manager, Contractor will bear all costs arising therefrom.

26. PROJECT SIGNS, WARNING SIGNS, BARRICADES, AND EMERGENCY LIGHTING ~ The Contractor will be responsible for furnishing and maintaining all necessary warning signs, barricades, and emergency lighting.

27. MATERIALS, APPLICANCES, EMPLOYEES ~ Unless otherwise stipulated, the Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials must be new and good quality. The Contractor must, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor must always enforce strict discipline and good order among Contractor's employees and subcontractors and must not employ unfit personnel or any personnel not skilled in the assigned work.

28. RECORDS OF MATERIAL PURCHASED ~ If required by the CDFW Contract Manager, the Contractor must furnish duplicate invoices to the CDFW Contract Manager on all material furnished to the job.

29. MEASUREMENT OF QUANTITY ~ The quantities of work performed will be computed by the Contract Manager based on measurement taken by the Contract Manager or an assistant; these measurements will be final and binding.

All work completed under contract must be measured by the Contract Manager according to United States Measurements and Weights. Method of measurements is specified in the Special Conditions.

30. OMISSIONS AND DISCREPANCIES ~ If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by points and instructions, it will be the Contractor's duty immediately to inform the Contract Manager, in writing, and the Contract Manager will promptly verify the same. Any work done after such discovery until authorized will be done at the Contractor's risk.

31. INTERPRETATIONS AND ADDENDA ~ No oral interpretations will be made to any bidder as to the meaning of any of the contract or be effective to modify any part of the provisions of contract. Every request for any interpretation must be made in writing and addressed and forwarded to the CDFW Contract Manager specified in the Contract.

32. CONTRACTOR'S UNDERSTANDING ~ It is understood and agreed that the Contractor has been, by careful examination, satisfied as to the nature and location of the work, and the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all matters which can in any way affect the work under this contract. No oral agreement or conversation with any officer,

agent, or employee of the State, either before or after the execution of this contract, will affect or modify any of the terms or obligations herein contained.

- 33. COMMENCEMENT OF WORK** ~ This agreement is of no force and effect until signed by both parties and approved by the CDFW. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.
- 34. CHANGES IN WORK** ~ The State, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract Sum being adjusted accordingly. All such work will be executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change. No work will be undertaken on a change order until approval has been obtained. No extra work or change will be made unless ordered by the State, and no claim for an addition to the contract Sum will be valid unless so ordered. The value of any such extra work or change will be determined in one or more of the following ways:
- A. By estimate and acceptance in a lump sum
 - B. By unit prices named in the contract or subsequently agreed upon
 - C. By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the Contractor, provided an order is received as above, will proceed with the work. In such case and also under case (C) a correct account of the net cost of labor and materials, together with vouchers, must be kept and presented in such form as the CDFW Contract Manager may direct. In any case, the CDFW Contract Manager will certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account for changes must be made on the CDFW Contract Manager's estimate.

When payment is made as listed in case (C) by cost and a percentage, the Contractor will be paid in accordance with Section 9-1.03 of the Standard Specifications.

All extra work must be reported daily upon report sheets furnished to the CDFW Contract Manager by the Contractor and signed by both parties, which daily reports will thereafter be considered the true record of the force account of work done.

- 35. AUTHORITY** ~ Only the CDFW Contract Manager or designated representative, can authorize changes, alterations, additions, or deletions to the work. The CDFW Contract Manager shall consult with the Engineer as needed. Such authorization must be in writing, in the form of a change order or an amendment. Changes, alterations, additions, or deletions to the work requested by Department personnel other than the CDFW Contract Manager or designated representative, must be done at the Contractor's expense, unless approved in writing by the CDFW Contract Manager prior to beginning such work. The Contractor must obtain prior written approval of the CDFW Contract Manager to proceed with any work which will cause the total project cost to exceed the total original bid cost. When such work involves quantities of contract unit items, it will be the responsibility of the Contractor to make timely measurements of such unit items in advance, as are necessary, to inform the CDFW Contract Manager.

- 36. SEPARATE CONTRACTS ~** The State reserves the right to let other contracts in connection with this work. The Contractor will afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and will properly connect and coordinate the other contractors' work with theirs.

To ensure the proper execution of subsequent work, the Contractor must inspect and measure work already in place and must at once report to the CDFW Contract Manager any discrepancy between the executed work and the drawings.

- 37. RIGHTS OF VARIOUS INTERESTS ~** Wherever work being done by the State's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved must be established by the CDFW Contract Manager, to secure the completion of the various portions of the work in general harmony.
- 38. USE OF COMPLETED PORTIONS ~** The State will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Taking possession and/or use will not be deemed an acceptance of any work not completed in accordance with the contract.
- 39. REMOVAL OF EQUIPMENT ~** In the case of annulment of this contract before completion from any cause whatsoever, the Contractor, if notified by the State, will promptly remove any part or all Contractor's equipment and supplies from the property of the State, failing which, the State will have the right to remove such equipment and supplies at the expense of the Contractor.
- 40. AMERICAN WITH DIASABILITIES ACT ~** By signing this contract, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination based on disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 41. STOP WORK ~** The Contract Manager or designated representative has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. The Contract Manager or designated representative will also have the authority to reject all work and materials which do not conform to the contract, to direct the applications of forces to any portion of the work, as is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

If at any time before the commencement, or during the progress of the work, tools, plant, or equipment appear to the Contract Manager or designated representative to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the Contract Manager or designated representative may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Contract Manager or designated representative to demand such increase of efficiency, number, or improvement will not relieve the Contractor of his or her obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the State.

- 42. CDFW CONTRACT MANAGER'S DECISION ~** The CDFW Contract Manager must, within a reasonable time after their presentation to him or her, make decisions in writing on all claims of the State or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the CDFW Contract Manager will be final.

- 43. RESPONSIBILITY FOR INJURY AND DAMAGE ~** Contractor will be responsible for damage to or loss of property regardless of cause, or for injury or loss of life to persons employed on this Project and to the general public, which arise from operations under this Contract.

From the formal Start Work Date until formal acceptance of the Work, Contractor is responsible to save from injury and damage by whatever cause all of the Work under this Contract, except as provided in Section 7105 of the Public Contract Code. Contractor must rebuild, restore, and/or repair any such injury or damage, at Contractor's sole expense, before formal acceptance.

State is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

- 44. SANITARY FACILITIES ~** Contractor must provide potable drinking water, and sanitary toilet facilities for Contractor's worker unless the use of existing facilities is authorized by State's Representative. Contractor must locate temporary facilities as directed by State's Representative and maintain such facilities in good repair and in a sanitary condition. Contractor must remove such facilities completely at the conclusion of the Work.

- 45. PRESERVATION OF PROPERTY ~** Due care must be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not removed under this contract.

Trees and shrubbery that are not removed, the pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, under or above ground, culverts, sewer and water lines, and any other improvements or facilities within or adjacent to the work must be protected from injury or damage, and if ordered by the CDFW Contract Manager, the Contractor will provide and install suitable safeguards, approved by the CDFW Contract Manager, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they must be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract.

The Contractor will examine all bridges, culverts, and other structures, on or near the work, over which materials and equipment will be moved, and before using them will properly strengthen such structures, where necessary. The Contractor will be held responsible for all injury or damage to such structures caused by reason of his or her operations.

Full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved and protecting property as above specified must be considered as included in the prices paid for the contract work and no additional compensation will be allowed.

- 46. PROGRESS OF THE WORK AND TIME OF COMPLETION ~** Unless otherwise provided for, the Contractor will begin work within ten (10) days after the date of the Notice to Proceed and will diligently prosecute the same to completion before the expiration of the number of days

for this contract as set forth in the Special Provisions.

A working day is defined as any day, except as follows:

- A. Saturdays, Sundays, and Legal Holidays.
- B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the CDFW Contract Manager.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the State will have the right to increase the number of days or not, as may seem best to the interest of the State.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which the State will sustain by reason of such delay; and it is therefore agreed that the Contractor will pay to the State the sum of money stipulated per day in Exhibit G, Item 53: Liquidated Damages for each and every day's delay in finishing the work beyond the time prescribed. If the Contractor fails to pay such liquidated damage, the Department may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

- 47. DELAYS AND EXTENSION OF TIME** ~ If the Contractor be delayed at any time in the progress of the work by an act or neglect of the State or its employees, or by any other Contractor employed by the State, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the CDFW Contract Manager will deem to justify the delay, then the time of completion will be extended for such reasonable time as the CDFW Contract Manager may decide.
- 48. BASIS OF PAYMENT** ~ Payment will be made by the State only on a certificate issued by the CDFW Contract Manager. Certificates will be issued as outlined in Exhibit B; Invoicing and Payment.
- 49. CLAIMS FOR EXTRA COST** ~ If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this contract, Contractor must give the CDFW Contract Manager written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, and the procedure must then be as provided for changes in the work. No such claims will be valid unless so made.
- 50. CORRECTIONS OF WORK BEFORE FINAL PAYMENT** ~ The Contractor must promptly remove from the premises all materials condemned by the CDFW Contract Manager as failing to conform to the contract, whether incorporated in the work or not, and the Contractor must promptly replace and re-execute the work in accordance with the contract and without expense to the State and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the State may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal

within ten (10) days' written notice, the State may sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- 51. DEDUCTIONS OF UNCORRECTED WORK** ~ If the CDFW Contract Manager deems it inexpedient to correct work damaged or done not in accordance with the contract, and equitable deduction from the contract price will be made therefor.
- 52. PAYMENT WITHHELD** ~ Notwithstanding the issuance of a certificate as defined in Article 49, the State may withhold payment to such an extent as may be necessary to protect it from loss on account of:
- A. Defective work not remedied
 - B. Claims filed or reasonable evidence indicating filing of claims
 - C. Failure of the Contractor to make payment properly to the subcontractors or for material or labor
 - D. A reasonable doubt that the contract can be completed for the balance then unpaid
 - E. Damage to another contractor

When the above grounds are removed, payment will be made for amounts withheld because of them.

- 53. LIQUIDATED DAMAGES** ~ Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor must pay to State, as liquidated damages, the sum of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. State may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract will constitute acknowledgement by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.

Contractor will not be assessed liquidated damages when delay is caused by the failure of State or the owner of any utility to provide for removal or relocation of existing utility, facility, or to perform work as indicated in the Contract Documents.

- 54. GUARANTEE** ~ The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of this contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless the contract specifically calls for a longer guarantee period. The Contractor hereby agrees to repair or replace all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the State, ordinary wear and tear and unusual abuse or neglect excepted. Corrective Work must be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after

the Date of Final Completion or such longer period as may be prescribed by law, or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the State of any work not in accordance with requirements of the contract or any defects in the work, Contractor will commence and prosecute with due diligence all work necessary to fulfill terms of the guarantee, and to complete the work within a reasonable period of time, and in the event Contractor fails to so comply, Contractor does hereby authorize the State to proceed to have such work done at the Contractor's expense and Contractor will pay the cost thereof upon demand. The State will be entitled to all costs, including reasonable attorney fees, necessarily incurred upon Contractor's refusal to pay above cost.

Manufacturer's warranties for products or materials, which have guarantee periods exceeding the one-year Contractor's guarantee period, are to be in favor of the State and are to be delivered to the State by the Contractor.

- 55. SUPERINTENDENT- SUPERVISION ~** The Contractor will keep on the work during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the CDFW Contract Manager. The superintendent must not be changed except with the consent of the CDFW Contract Manager unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The superintendent must represent the Contractor in his or her absence and all directions given to him or her will be as binding as if given to the Contractor. Important directions must be confirmed in writing to the Contractor. Other directions must be confirmed on written request in each case. The Contractor must give efficient supervision to the work, using his or her best skill and attention.
- 56. APPRENTICES ~** Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice will be paid the standard wage paid to apprentices under the regulations of the craft or trade at which Contractor is employed and must be employed only at the work of the craft or trade to which Contractor is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each contractor and subcontractor must, prior to commencement of Public Works Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ration thereunder. Responsibility for compliance with this section lies with the Contractor.

- 57. WORKING HOURS ~** It is agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor will forfeit, as a penalty to the State, twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week in violation of Labor Code Sections 1810 to 1815, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours a day, and forty (40) hours during any

one week, will be permitted upon compensation for all hours worked in excess of eight (80 hours a day at not less than one-and-one half (1.5) times the basic rate of pay, as provided in said Section 1815.

- 58. ACCIDENTS AND ACCIDENT PREVENTION** ~ The Contractor must provide, at the site, such equipment, and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor will be responsible for accident prevention and safety in the performance of all of the work and will be governed by the requirements of this article in all operations at the site of the work.

The Contractor must comply with all applicable safety regulations and orders of the State of California, Department of Industrial Relations, Division of Occupational Safety and Health and all applicable provisions of the California Health and Safety Code and will take or cause to be taken such additional measures as may be necessary for the prevention of accidents. The Contractor must impose the foregoing requirements on all subcontractors and enforce compliance therewith.

- 59. PREVAILING WAGE** ~ The Contractor must comply with Labor Code, Section 1774 and 1775. Pursuant to Section 1774, the Contractor, and any subcontractors, regardless of tier, will pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor and any subcontractor under the Contractor will forfeit to the State not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code, Section 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, will be paid to each underpaid worker by the Contractor or subcontractor. This provision will not apply to properly registered apprentices.

Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor must obtain copies of the prevailing rate of per diem wages from the Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603, (415) 703-4780; or wage rates may be accessed on the internet at http://www.dir.ca.gov/DLSR/statistics_research.html. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and must post a copy of the prevailing wage rates, specific to the Project, at the Project site.

Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein will be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be

considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.

If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor must contact the Division of Labor Statistics and Research as noted above. The rates thus determined will be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk **), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.

The Contractor and each subcontractor, regardless of tier, must keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records must be certified and must be on forms provided by the Division of Labor Standards Enforcement or must contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee must be submitted with each payment request, covering the period of the payment request.

Contractor and subcontractor(s) must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- 60. LABOR COMPLIANCE MONITORING AND ENFORCEMENT** ~ This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit. All contractors and subcontractor(s), regardless of tier, will be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR for contracts greater than Twenty-Five Thousand Dollars (\$25,000) and cooperation with on-site monitoring by DIR personnel.
- 61. EMPLOYMENT OF UNDOCUMENTED ALIENS** ~ "No state agency or department, as defined in Public Contract Code § 10357, that is subject to this code, must award a public works contract to a bidder or contractor, nor will a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101."
- 62. AIR OR WATER POLLUTION VIOLATIONS** ~ Unless the contract is less than Twenty-Five Thousand Dollars (\$25,000) or with a non-competitively bid contractor, Government Code Section § 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law. Prior to an award, the State will ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the board the opportunity to advise the Department that the intended awardee is such person. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

63. NATIONAL LABOR RELATIONS CERTIFICATION ~ By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

64. SURFACE MINING AND RECLAMATION ACT ~ Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975 (SMARA), Public Resources Code § 2710, et seq., or from an exempt site.

The Department of Conservation, Office of Mine Reclamation maintains a list of permitted mine sites. For list of permitted sites, go to: <https://www.conservation.ca.gov/sitemap>.

If Contractor imports, borrows, or aggregates material from a surface not on this list, Contractor will submit proof that the mine is exempt from SMARA.

65. PRIORITY HIRING CONSIDERATIONS ~ (Agreements over Two Hundred Thousand Dollars (\$200,000)) The Contractor agrees to give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (PCC 10353).

66. AUDIT LANGUAGE ~ (For contracts in excess of Ten Thousand Dollars (\$10,000) and/or when DVBE participation is required) The contractor agrees that the (awarding agency/California Resources Agency), or the Bureau of State Audits or its designated representative, will have an absolute right of access to all of the contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract. The Contractor must provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other material as warranted to conduct the audit. The contractor further agrees to maintain such records for a period of three (3) years after final payment is made on this contract or three (3) years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later. The State agrees to treat as confidential any proprietary information obtained as a part of any such audit.

67. DVBE PARTICIPATION AND REPORTING REQUIREMENTS (Bids Exceeding Ten Thousand Dollars (\$10,000)) ~ Pursuant to Public Contract Code (PCC) Section 10115 et seq., the Contractor shall use, employ and utilize Disabled Veteran Business Enterprise (DVBE) subcontractors, sub-subcontractors or material suppliers who were listed in their bid documents for DVBE Program participation, to the full extent of the amount of money and/or percentage of commitment manifested in the bid documents. If the Contractor wishes to substitute any listed DVBE subcontractors, sub-subcontractors or material suppliers for just and legal cause, the Contractor shall follow the dictates of PCC Sections 4107 and 10115.12b, as well as Military and Veterans Code (M&VC) Section 999.5(e) and California Code of Regulations, Title 2, Section 1896.64. The DVBE may only be replaced by another DVBE and shall obtain the written authorization of the State prior to any substitutions. The Contractor shall not unilaterally substitute a listed DVBE subcontractor, sub-subcontractor or

material supplier.

Final retention will not be released until the Prime Contractor's DVBE Subcontracting Report (Form 810P) has been completed and returned to the CDFW Contract Manager.

At the end of the contract, the Contractor will be required to complete the Prime Contractor's DVBE Subcontracting Report (Form 810P) to certify that he/she has met all of their DVBE Obligations as identified in their Bid.

A. Use of Subcontractor(s)

The Contractor shall be responsible for all work performed. All persons engaged in the work will be considered employees of the Contractor. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor shall immediately remove such subcontractor upon written request of the State and the subcontractor shall not be employed for any portion of the contract. The State will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work.

B. Prime Contractor DVBE Subcontracting Form (Form 810P)

If the Contractor enters into a subcontract with a Disabled Veteran Business Enterprise (DVBE), the CDFW and the Contractor are required to follow Military and Veterans Code Section 999.5, 999.55 and 999.7. Upon request by CDFW, the Contractor shall provide proof of payment for the DVBE work.

Pursuant to the Military and Veterans Code (M&VC) Section 999.5, if the Contractor has entered into a subcontract with a DVBE, then the Contractor must certify to CDFW through the Contractor DVBE Subcontracting Form (Form PD 810P), before releasing final retention payment, all of the following:

- (1) The total bid amount and the total final contract amount including contingencies the Contractor received under the contract.
- (2) The name and address of the disabled veteran business enterprise that participated in the performance of the contract and the contract number.
- (3) The amount and percentage of work the Contractor committed to provide to one or more disabled veteran business enterprises under the requirements of the contract and the amount each disabled veteran business enterprise received from the prime contractor.
- (4) That all payments under the contract have been made to the disabled veteran business enterprise. Upon request by the CDFW, the Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of Two Thousand Five Hundred Dollars (\$2,500) and the maximum amount of Twenty-Five Thousand Dollars (\$25,000). An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be

enforceable as a civil judgment.

Pursuant to the M&VC Section 999.7, the CDFW will withhold Ten Thousand Dollars (\$10,000) from the final payment, or the full final retention payment if less than Ten Thousand Dollars (\$10,000), until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. Contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than thirty (30) calendar days from the date of the notice, the Contractor fails to comply with the certification requirements, the CDFW shall permanently deduct Ten Thousand Dollars (\$10,000) from the final payment, or the full final retention payment if less than Ten Thousand Dollars (\$10,000). The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by M&VC Section 999(b)(4). Notwithstanding any other law, the CDFW shall not withhold more than the amount specified or the full final retention payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

68. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS ~ On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

69. GENAI TECHNOLOGY USE & REPORTING ~ During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

STD. 18 (REV. 1/95)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **"Minority"** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.