

# SPECIFICATIONS

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## TRACTION RANCH MONITORING WELL

BUDGET / ACCOUNT: 4360 / 0300 / 7295



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*Department of Public Works and Planning*

CONTRACT NUMBER 24-13-C

# **T A B L E O F C O N T E N T S**

## **COVER SHEET**

## **COUNTY ADOPTION AND ACKNOWLEDGMENT**

Engineer's Signature  
Consultant's Signature

## **NOTICE TO BIDDERS**

## **SPECIAL PROVISIONS**

## **PROJECT DETAILS / DRAWINGS**

Location Map  
Well Construction Detail  
Self-Dealing Transactions Disclosure Form

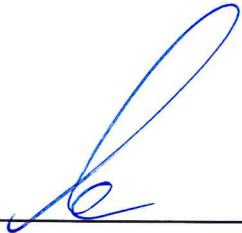
## **BID BOOK**

Bidder's Declaration  
Bid Form  
Abbreviations Used  
Signature Page  
Noncollusion Declaration  
Public Contract Code  
Subcontractor List  
General Requirements for In-Use Off-Road Diesel-Fueled Fleets  
Certifications  
Guaranty

## **AGREEMENT**

**COUNTY ADOPTION AND ACKNOWLEDGEMENT**

**PROJECT: TRACTION RANCH MONITORING WELL  
CONTRACT NUMBER: 24-13-C**



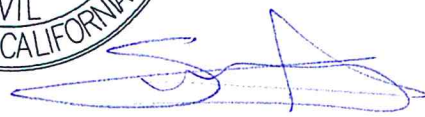
Date Signed: 9/17/24

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Steven E. White, Director  
Department of Public Works and Planning



Date Signed: 9/17/24



**Supervising Engineer:** \_\_\_\_\_ Sebastian Artal, PE 76724

FRESNO COUNTY  
**Department of Public Works and Planning**  
m/a 2220 Tulare Street, Suite 720  
Fresno, CA 93721-2106

**COUNTY ADOPTION AND ACKNOWLEDGEMENT**

**PROJECT: TRACTION RANCH MONITORING WELL  
CONTRACT NUMBER: 24-13-C**

Date Signed: 09/17/24



*Andrew Francis*

**Consultant Engineer:** \_\_\_\_\_ Andrew Francis, #10177

Luhdorff and Scalmanini Consulting Engineers  
500 First Street  
Woodland, CA 95695

**NOTICE TO BIDDERS**

Sealed proposals will be received at:

<https://www.bidexpress.com/businesses/36473/home>

and at the Fresno County Department of Public Works and Planning (Department), Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

**2:00 P.M., (1400 hours and 00 seconds)  
Thursday, October 10, 2024**

**If you have any questions about bid submission, please contact us at [DesignServices@fresnocountyca.gov](mailto:DesignServices@fresnocountyca.gov) or call (559) 353-4919 or (559) 600-4543.**

Promptly following the closing of the bidding all timely submitted bids will be publicly opened and viewable via a livestream (the link for which will be posted at <http://www.fresnocountyca.gov/planholders>) for construction in accordance with the project specifications therefor, to which special reference is made as follows:

**TRACTION RANCH MONITORING WELL****CONTRACT NUMBER 24-13-C**

The work to be done consists, in general, of initially drilling a test hole to a depth of approximately 580 feet to evaluate the lithologic character of subsurface formations and further conversion and construction of a monitoring well with up to three piezometers installed and equipped with appropriate centralizers as required by contract specifications.

**This project is subject to the contracting requirements and implementing regulations as amended in Title 13, Section 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets, of the California Code of Regulations (13 CCR § 2449(i)). Bidders must submit a valid Certificate of Reported Compliance (CRC) issued by the California Air Resources Control Board at the time of bidding. Bidders are responsible for submitting their listed subcontractors' CRCs and any supporting documentation within five (5) calendar days of bid opening. Failure to submit the required CRCs may render a bid non-responsive.**

Bidders may fill out a Request to be Added to Planholders list:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-Planholders-List-Form>

Requesters will then be listed as a planholder for the project on the website and receive notifications and addenda issued for the project.

Prospective bidders may also select the project on [www.BidExpress.com](http://www.BidExpress.com). Those that demonstrate interest in the project will be added to the planholders list, and receive notifications and addenda issued for the project.

Planholder and exchange/publication names may be obtained from the Fresno County website at <http://www.fresnocountyca.gov/planholders>.

Electronic copies, in “.pdf” file format, of the official project specifications, bid books and proposal sheets, and such additional supplemental project information as may be provided, are available to view, download, and print at <http://www.fresnocountyca.gov/planholders>.

If a bidder is unable to submit a bid via Bid Express, Bid Books, which contain bid proposal sheets necessary to submit a bid, may be obtained within the Specifications documents posted on the Fresno County website.

Electronic bids shall be submitted via the Bid Express website. Hardcopy bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, contract number, name of the project, and the statement “Do Not Open Until The Time Of Bid Opening.”

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code section 20129(a)), prior to the bid opening. Bid security shall be made in favor of the County of Fresno.

Hardcopy bid bonds shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement “Do Not Open Until The Time Of Bid Opening – BID BOND”

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

All questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the seventh (7th) calendar day before bid opening. Any questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the seventh (7th) calendar day before the revised bid opening date. Questions shall be submitted on the “Request for Clarification Form” provided on our website:

<http://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/24-13-C-Traction-Ranch-Monitoring-Well/Request-for-Clarification-Form>

Any changes to, or clarification of, the project plans and specifications shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations given to this project are not binding.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class C-57 (Well Drilling)**, is required for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage

Rates for this project, available at County of Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno CA 93721-2104 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

Bids are required for the entire work described herein. Bids will be compared on the basis of the cumulative sum of the bid amounts listed for the individual line items.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Department of Public Works and Planning reserves the right to reject any or all bids.

Department of Public Works and Planning, County of Fresno

Issue Date: September 17, 2024

# Special Provisions



# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

### 1-1.01 GENERAL

#### Add to the beginning of Section 1:

The work is done in accordance with the 2023 *Standard Specifications*, 2023 *Standard Plans* and the following special provisions.

Where these special provisions indicate to replace, add to, delete, delete from, or otherwise modify a "section," or a portion thereof, the section or portion thereof to which such modification is to be applied is the section or portion thereof with the corresponding numbering in the 2023 *Standard Specifications*.

Revised standard plans apply if listed on the "List of Revised Standard Plans," if any, in these special provisions; or if shown or referenced on the project plans or in the project details section of the book entitled "Specifications."

In case of conflict between the *Standard Specifications* and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

#### Add to the end of section 1-1.01:

#### Bid Items and Applicable Sections

#### REFER TO SECTION 1.2 OF THE TECHNICAL SPECIFICATIONS FOR BID ITEMS EXPLANATION

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#### Add to the 1st table of section 1-1.06:

SJVAPCD	San Joaquin Valley air pollution control district
METS	Caltrans Material Engineering and Testing Services

#### Add to section 1-1.06:

Abbreviations in the Bid Items and Applicable Sections are also used in the Bid Item List - Proposal 2.

#### Add or Replace items in Section 1-1.07 with:

**Authorized Facility Audit List:** Caltrans-developed list of facilities. For the Authorized Facility Audit List, go the METS website.

**Authorized Material List:** Caltrans-developed list of authorized materials. For the Authorized Material List go to the METS website.

**Authorized Material Source List:** Caltrans-developed list of authorized source materials. For the Authorized Material Source List go to the METS website.

**Bid Item List:** List of bid items, units of measure, and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal (Proposal 2) of Low Bidder at the Department's website is the verified Bid Item List. After contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

**Caltrans:** State of California Department of Transportation

**County:** The County of Fresno

**Department:** The Fresno County Board of Supervisors and its authorized representatives.

**District Office:** County of Fresno Department of Public Works and Planning

**Director:** Department's Chairman

**Engineer:** The County’s Director of Public Works and Planning, acting through their authorized designees.

**federal-aid contract:** Contract that has a federal-aid project number on the cover of the *Specifications*.

**holiday:** Holiday shown in the following table:

<b>Holidays</b>	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1 <sup>st</sup>
Birthday of Martin Luther King, Jr.	3rd Monday in January
Presidents' Day	3rd Monday in February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 <sup>th</sup>

If January 1st, March 31st, June 19th, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is a holiday. If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Saturday, the preceding Friday is a holiday.

**Office engineer:** The Director of Public Works and Planning for the County of Fresno

**permanent erosion control establishment period:** Number of working days shown in Section 8-1.04 for permanent erosion control establishment work.

**plans:** Standard plans, revised standard plans, and project plans.

1. **standard plans:** Drawings standard to Department construction projects. These plans are in a book titled *Standard Plans*.
2. **revised standard plans:** New or revised standard plans. These plans are listed in the *List of Revised Standard Plans* in a book titled *Specifications*.
3. **project plans:** Drawings specific to the project, including authorized shop drawings. These plans also include a section titled *Project Details* of a book titled *Specifications*.

**specifications:** Standard specifications, revised standard specifications, and special provisions.

1. **standard specifications:** Specifications standard to Department construction projects. These specifications are in a book titled *Standard Specifications*.
2. **special provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Specifications*.

**Replace Section 1-1.08 with:**

**1-1.08 DISTRICTS**

Not Used

**Add to the end of Section 1-1.09**

This project is not in a freeze-thaw area.

**Replace Section 1-1.10 with:**

**1-1.10 PAVEMENT CLIMATE REGIONS**

To help account for the effects of various climatic conditions on pavement performance, the State has been divided into 9 climate regions.

**Replace Section 1-1.11 with:**

**1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS**

**Websites, Addresses, and Telephone Numbers**

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	<a href="https://dot.ca.gov/programs/engineering-services/authorized-materials-lists">https://dot.ca.gov/programs/engineering-services/authorized-materials-lists</a>	--	--
CA Unified Certification Program's list of certified DBEs	<a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>	--	--
<i>California MUTCD</i>	<a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	--	--
Department	<a href="https://www.fresnocountyca.gov">https://www.fresnocountyca.gov</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	(559) 600-9908
Department of Conservation, Office of Mine Reclamation	<a href="http://www.conservation.ca.gov/dmr/">http://www.conservation.ca.gov/dmr/</a>	--	--
Department of Industrial Relations	<a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>	455 Golden Gate Ave San Francisco CA 94102	--
Design Services - Contract Administration, Planholders, Bid Results	<a href="https://www.fresnocountyca.gov/planholders">https://www.fresnocountyca.gov/planholders</a>	2220 Tulare Street Design Division – Seventh Floor Fresno, CA 93721	Tel: (559) 353-4919 Fax:(559) 455-4609 Email: <a href="mailto:DesignServices@fresnocountyca.gov">DesignServices@fresnocountyca.gov</a>
Division of Accounting, Office of External Accounts Payable	<a href="https://dot.ca.gov/programs/accounting">https://dot.ca.gov/programs/accounting</a>	Major Construction Payment and Information Unit Office of External Accounts Payable Division of Accounting Department of Transportation P.O. Box 168043 Sacramento, CA 95816-8043	(916) 227-9013
Division of Construction	<a href="http://www.dot.ca.gov/hq/construc/">http://www.dot.ca.gov/hq/construc/</a>	--	--
Geotechnical Services	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Geotechnical Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
METS	<a href="https://dot.ca.gov/programs/engineering-services">https://dot.ca.gov/programs/engineering-services</a>	Materials Engineering and Testing Services Department of Transportation 5900 Folsom Blvd Sacramento, CA 95819-4612	(916) 227-7000
<i>MPQP</i>	<a href="https://dot.ca.gov/programs/construction/material-plant-quality-program">https://dot.ca.gov/programs/construction/material-plant-quality-program</a>	--	--

Office Engineer	--	Director of Public Works & Planning Fresno County 2220 Tulare St, 8 <sup>th</sup> Floor Fresno, CA 93721	(559) 600-4078
Office of Electrical Systems Regional Transportation Management Center	--	Office of Electrical Systems Regional Transportation Management Center 3165 Gold Valley Dr Rancho Cordova, CA 95742	
Offices of Structure Design, Documents Unit	--	MSC 9-4/4I Documents Unit Offices of Structure Design Department of Transportation 1801 30th St Sacramento, CA 95816-7006	(916) 227-0716
Publication Distribution Unit	--	Publication Unit Department of Transportation 1900 Royal Oaks Dr Sacramento, CA 95815-3800	--

**Replace Section 1-1.12 with:**

**1-1.12 MISCELLANY**

Make checks and bonds payable to the County of Fresno.

**2 BIDDING**

**2-1.01 GENERAL**

Section 2 includes specifications related to bid eligibility and the bidding process.

**2-1.02 BID INELIGIBILITY**

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

**2-1.03 CONTRACTOR REGISTRATION**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

**Replace Section 2-1.04 with:**

**2-1.04 PREBID OUTREACH MEETING**

Section 2-1.04 applies if a mandatory prebid meeting is shown on the Notice to Bidders.

The Department may conduct a meeting to provide access to the site and/or discuss the project in the presence of County staff.

Each bidder must attend the meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting.

The Department does not accept a bid from a bidder who did not attend the meeting.

A sign-in will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting.

The Department may hold a single prebid meeting for more than one contract. Sign in for the contract you intend to bid on. If you are bidding on multiple contracts, sign-in for each contract you intend to bid on. The sign-in lists, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the Notice to Bidders for bidder inquiries.

**Replace Section 2-1.06 with:**

**2-1.06 BID DOCUMENTS**

**2-1.06A General**

The *Bid* book includes bid forms and certifications and may be requested from Design Services and are available online at <http://www.BidExpress.com>.

The *Specifications* includes the *Notice to Bidders*, project details, and special provisions.

The *Specifications*, project plans, and any addenda to these documents may be accessed at the planholders website at <https://www.fresnocountyca.gov/planholders>.

The *Standard Specifications* and *Standard Plans* may be accessed online at [2015 Caltrans Standard Specifications](#) and [2023 Caltrans Standard Specifications](#)

**2-1.06B Supplemental Project Information**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Where Available	Description
Included in Project Details	<ul style="list-style-type: none"><li>• Location Map</li><li>• Well Construction Detail</li></ul>

If as-built drawings are available, they may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

**2-1.12 RESERVED**

**Replace Section 2-1.12 with:**

**2-1.15 RESERVED**

**Replace Section 2-1.15 with:**

**2-1.18 RESERVED**

**Replace Section 2-1.18 with:**

**2-1.27 RESERVED**

**Replace Section 2-1.27 with:**

**2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL**

**Replace Section 2-1.33 with:**

**2-1.33A General**

Complete forms in the *Bid* book.

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

*Electronic Bids:* Complete and submit the bid online at <http://www.BidExpress.com> (Section 2-1.33). Your electronic signature is your confirmation of and agreement to all certifications and statements contained in the Bid book. On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature.

*Hardcopy Bid:* Submit a hardcopy bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date
4. Use ink or typewriter

**2-1.33B Bid Item List and Bid Comparison**

Submit a bid based on the bid item quantities the Department shows on the Bid Item List (Proposal 2). Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

Do not submit an unbalanced bid. An unbalanced bid is one in which one or more bid items is/are considered by the Department to have been bid at an amount that is unreasonably high or unreasonably low. A bid may be considered to be non-responsive and may be rejected if it is considered by the Department to be unbalanced.

**2-1.33C Bid Document Completion**

Proposal items are identified by title and by the word "Proposal" followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book*.

### **2-1.33C(1) Proposal 1 - Proposal to the County of Fresno**

### **2-1.33C(2) Proposal 2 - Bid Item List**

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter for paper bids.

### **2-1.33C(3) Proposal 3 - Evaluation of Bid Item List**

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

### **2-1.33C(4) Proposal 4 - Bid Security and Signature**

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check
- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Bonding companies may provide their own bid bond forms. Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner



If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

Complete, sign, and return with bid.

#### **2-1.33C(5) Proposal 5 - Noncollusion Declaration**

Must be completed, signed, and returned with bid.

#### **2-1.33C(6) Proposal 6 - Public Contract Code Section 10285.1 Statement**

Select "has" or "has not" in accordance with instructions on form, return with completed for with bid. Note that signing the bid constitutes signing this statement.

#### **2-1.33C(7) Proposal 7 - Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement**

Select: "yes" or "no" accordance with instructions on form, include explanation if "yes" is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

#### **2-1.33C(8) Proposal 8 - Subcontractors**

Sheet(s) or spaces where bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, and the contractor's license number for each subcontractor listed.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List license number and Department of Industrial Relations registration number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.

#### **2-1.33C(18) Proposal 9 -Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets**

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 p.m. on the fifth (5<sup>th</sup>) calendar day after the bid opening if not submitted with the bid.

#### **Proposal 10-18 – Not used**

### **2-1.33C(17) Proposal 19 - Guaranty**

Does not need to be signed with the bid. Part of the contract which must be signed by the contractor when contract is executed.

### **2-1.33D Electronic Bid Document Completion**

Electronic versions of the bid book documents are available online at <http://www.BidExpress.com>, and may be submitted through that website.

You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may use one of the accepted electronic sureties (SurePath or Tinubu) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

1. Under sealed cover
2. Marked as a bid-bond
3. Identifying the contract number and the bid opening date on the cover

### **Replace Section 2-1.34 with:**

#### **2-1.34 BIDDER'S SECURITY**

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid.

### **Replace Section 2-1.40 with:**

#### **2-1.40 BID WITHDRAWAL**

1. An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. An authorized agent is an individual authorized to submit a bid.
2. After the bid opening time, you cannot withdraw a bid.

#### **2-1.41–2-1.42 RESERVED**

#### **2-1.43 BID OPENING**

The Department publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

#### **2-1.44–2-1.45 RESERVED**

#### **2-1.46 DEPARTMENT'S DECISION ON BID**

The Department's decision on the bid amount is final.

The Department may reject:

1. All bids
2. A nonresponsive bid

**Replace Section 2-1.47 with:**

**2-1.47 BID RELIEF**

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief via email to Design Services at the address listed in the table in Section 1-1.11.

**Add Section 2-1.51:**

**2-1.51 DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the contractor changes its status to operate as a corporation.

Members of the contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form which is included in *Project Details* of these special provisions.

In the event that the Contractor (to whom the project is awarded) is operating as a corporation or incorporates during the course of the construction contract, and any member of its board of directors is engaged or intends to become engaged in self-dealing transaction(s), each member of its board of directors who is engaged or intends to become engaged in a self-dealing transaction or transactions must complete and submit to the County a completed Self-Dealing Transaction Disclosure Form (in Project Details) for each such transaction prior to engaging therein or immediately thereafter.

**3 CONTRACT AWARD AND EXECUTION**

**Replace Section 3 with:**

**3-1.01 GENERAL**

Section 3 includes specifications related to contract award and execution.

**3-1.02 CONSIDERATION OF BIDS**

**3-1.02A General**

Bids will be compared on the basis listed in the Notice to Bidders.

**3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss.

**3-1.03 CONTRACTOR REGISTRATION**

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**3-1.04 CONTRACT AWARD**

**3-1.04A BID PROTEST PROCEDURES**

Any bid protest must be submitted in writing and delivered by the Bidder by either of the following means: (1) via e-mail to [DesignServices@fresnocountyca.gov](mailto:DesignServices@fresnocountyca.gov); or (2) via certified mail, return receipt requested to the following address: Design Division, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

**The bid protest must be received no later than 5:00 p.m. of the seventh (7<sup>th</sup>) calendar day following the bid opening for any issues found within the bid itself, or 5:00 p.m. of the third (3<sup>rd</sup>) calendar day following the deadline for submittal of the specific bid document(s) placed at issue by the protest.** Any Bidder filing a protest is encouraged to submit the bid protest via e-mail, because the deadline is

based on the Department's receipt of the bid protest. A bid protest accordingly may be rejected as untimely if it is not received by the deadline, regardless of the date on which it was postmarked. The Bidder's compliance with the following additional procedures also is mandatory:

- a. The initial protest document shall contain a complete statement of the grounds for the protest, including a detailed statement of the factual basis and any supporting legal authority.
- b. The protest shall identify and address the specific portion of the document(s) forming the basis for the protest.
- c. The protest shall include the name, address and telephone number of the person representing the protesting party.
- d. The Department will provide a copy of the initial protest document and any attached documentation to all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The Board of Supervisors will issue a decision on the protest. If the Board of Supervisors determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- f. The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure by the Bidder to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including the subsequent filing of a Government Code Claim or legal proceedings.

### **3-1.04B AWARD PERIOD**

If the Department awards the contract, the award is made to the lowest responsible bidder within 54 calendar days after bid opening.

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by faxing a request to Design Services before 4:00 p.m. on or before the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds conforming to the requirements in the *Agreement* of these special provisions.

### **3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit copies of its insurance policies conforming to the requirements in the *Agreement* of these special provisions.

### **3-1.08 –3-1.10 RESERVED**

### **3-1.11 PAYEE DATA RECORD**

Complete and deliver to the Engineer a Payee Data Record form when requested by the Engineer.

### **3-1.12 RESERVED**

### **3-1.13 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

### **3-1.14–3-1.17 RESERVED**

### **3-1.18 CONTRACT EXECUTION**

The successful bidder must sign the *Agreement*.

Deliver to Design Services:

1. Signed *Agreement*
2. Contract bonds
3. Documents identified in section 3-1.07
4. For a federal-aid contract, *Local Agency Bidder - DBE Information* form

Design Services must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

### **3-1.19 BIDDERS' SECURITIES**

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Cont Code § 10184).

## **4 SCOPE OF WORK**

**Replace Section 4-1.02 with:**

### **4-1.02 INTENT**

The Contract intent is to provide for work completion using the best general practices.

Nothing in the specifications, special provisions, Standard Specifications, or in any other Contract document voids the Contractor's public safety responsibilities.

**Replace Section 4-1.07D with:**

### **4-1.07D Reserved**

**Replace the last paragraph of Section 4-1.13 with:**

Remove warning, regulatory, and guide signs when directed by the Engineer.

## 5 CONTROL OF WORK

**Delete the last paragraph of Section 5-1.01**

**Add the following before the last sentence in Section 5-1.02:**

Caltrans Standard Plans, County of Fresno Standard Drawings, and any other other-agency Standard Drawings included in the "Project Details" section of the book entitled "Specifications" have the same ranking as Standard Plans."

All other drawings in the "Project Details" section of the book entitled "Specifications" have the same ranking as Project Plans.

Tables and other documents in the "Project Details" section of the book entitled "Specifications" have the same ranking as Special Provisions. If a portion of a document in the Project Details section conflicts with the Special Provisions, the Special Provisions shall prevail.

**Replace Section 5-1.09 with:**

**5-1.09 RESERVED**

**Replace Section 5-1.12 with:**

**5-1.12 ASSIGNMENT**

The performance of the Contractor or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit a Contractor Action Request – Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve you of your surety of the responsibility to complete the work or any part of the work. No third-party agreement relieves you or your surety of the responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any Contract part without prior written consent from the Department.

If you assign the right to receive Contract payments, the Engineer accepts the assignment upon the Engineer's receipt of a Contractor Action Request – Assignment of Contract Monies, Assignee Change of Name/Address form. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether payments are assigned or not.

A pending or disapproved request for assignment does not relieve you of the responsibility to commence and pursue work timely and in strict accordance with contract documents.

**Replace Section 5-1.13C with:**

**5-1.13C RESERVED**

**Replace Section 5-1.13D with:**

**5-1.13D RESERVED**

**Add the following paragraph to the end of section 5-1.16:**

Submit Daily Log records to the Engineer weekly for the entire course of work unless the Engineer requests another interval.

**Replace Section 5-1.20B(4) with:**

**5-1.20B(4) Contractor–Property Owner Agreement**

Before procuring material from or disposing or stockpiling of material on non-highway property:

1. Provide proof that the property where materials are to be stockpiled or equipment parked/stored is appropriately zoned and/or permitted for the use proposed by the Contractor.
2. Obtain written authorization from each and every owner of the property where materials are to be stockpiled or equipment parked/stored.
3. Provide proof that the signor(s) of the authorization are the owners of the property.

4. Provide an executed release from the property owner(s) absolving the Department from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property.
5. Obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site stating that the Contractor has complied with the Contractor-owner agreement.

Failure by the Contractor to provide written authorization shall result in the withholding of all funds due to the Contractor until said authorization is received by the County.

**Replace Section 5-1.23A with:**

**5-1.23A General**

Section 5-1.23 includes specifications for action and informational submittals.

Any submittal not specified as an informational submittal is an action submittal.

Submit action and informational submittals to the Engineer. Unless otherwise specified in these Specifications, submittals shall be provided via email in .pdf format.

Each submittal must have a cover sheet that must include:

1. Contract number
2. Project Name
3. Date
4. Submittals (and resubmittals if applicable) must be numbered sequentially
5. Structure number if applicable
6. Contractor
7. Person responsible for submitting the submittal
8. Signature of Contractor's representative sending submittal
9. Section number and/or item submittal is referencing
10. Pages of submittal, excluding cover sheet

The Department rejects a submittal if it has any error or omission.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Documents must be submitted in the English language.

Convert documents to US customary units.

**Replace the first paragraph of Section 5-1.23B(2)(b) with:**

If specified, email electronic shop drawing and calculation sheet submittals to the Engineer.

**Replace Section 5-1.27E with:**

**5-1.27E CHANGE ORDER BILLS**

Maintain separate records for change order work costs.

**Replace Section 5-1.32 with:**

**5-1.32 AREAS FOR USE**

Occupy the highway only for purposes necessary to perform the work.

Defend, indemnify, and hold the Department harmless to the same extent as under section 7-1.05.

The Department does not allow temporary residences within the County right-of-way.

**Replace Section 5-1.43A with:**

**5-1.43A General**

Minimize and mitigate the impacts of work or events for which you will make a potential claim.

For each potential claim assign an identification number determined by chronological sequencing and the 1<sup>st</sup> date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record form
2. Supplemental Potential Claim Record form
3. Full and Final Potential Claim Record form

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

**Replace the word “State” with “Department” in the 3<sup>rd</sup> paragraph of Section 5-1.43D.**

**Replace the word “Department’s” with “Caltrans” in the 6<sup>th</sup> paragraph of Section 5-1.43E(1)(a).**

**Replace the word “Department” with “Caltrans” where it appears in Section 5-1.43E(2)(a).**

**Replace the word “Department” with “Caltrans” where it appears in Section 5-1.43E(3)(a).**

## **6 CONTROL OF MATERIALS**

**Replace section 6-1.05 with:**

**6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION**

Unless substitution is expressly precluded in the special provisions, a reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. Unless the Department has made a public interest finding expressly authorizing sole source procurement of a particular item, you may use a product that is equal to or better than the specified brand or trade name if authorized.

Submit a substitution request with a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves that substitution:

1. Causes no delay
2. Is of equal or better quality and suitability

If the special provisions disallow substitution of a particular item, provide the specified item and do not propose substitution.



**Replace Section 6-1.06 with:.**

**6-1.06 RESERVED**

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Add after the last paragraph of Section 7-1.02C:**

The following information is provided for the Contractor's information, and nothing herein or elsewhere within these special provisions shall be construed as limiting the Contractor's responsibility for complying with all applicable rules and regulations. In conformance with Title 13 § 2449(i), between March 1 and June 1 of each year, new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n) for the Contractor and all applicable subcontractors must be submitted. Submit new valid Certificates of Reported Compliance to the Engineer at least one week prior to the expiration date of the current certificate.

**Replace the 2<sup>nd</sup> Paragraph of Section 7-1.02K(2) with:**

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From Design Services
2. From the Department of Industrial Relations' Web site

**Add to the list in the second paragraph of Section 7-1.02K(3) with:**

- 1.10. Fringe Benefits

**Replace section 7-1.02K(4)(a) with:**

### **7-1.02K(4)(a) Apprenticeship Requirements for non-Federal Projects**

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk to the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**Replace the 4th paragraph of section 7-1.02K(6)(j)(ii) with:**

Submit the lead compliance plan as an informational submittal.

**Add to the end of Section 7-1.02M(2):**

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep half-filled with sand and within easy reach of anyone using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste. Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered and are change order work.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: low, moderate, high, very high, extreme. Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is very high or extreme. This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating reaches very high:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

**Place the contents of Section 7-1.04 under the heading:**

#### **7-1.04 PUBLIC SAFETY**

##### **7-1.04A General**

**Replace the 7<sup>th</sup> paragraph in Section 7-1.04A with:**

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone.

**Replace the 11<sup>th</sup> paragraph in Section 7-1.04A with:**

Cover signs that direct traffic to a closed area.

**Add to the end of Section 7-1.04A:**

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

**Add the following to the end of Section 7-1.04:**

#### **7-1.04B WORK ZONE SAFETY AND MOBILITY**

##### **7-1.04B(1) POLICY**

In order to ensure safe and efficient flow of traffic through work zones, the County of Fresno, via its General Plan, Transportation and Circulation Element, Policy TRA-1, has adopted the use of AASHTO Standards as supplemented by Caltrans and County Department of Public Works and Planning Standards.

**7-1.04B(2)TRAFFIC MANAGEMENT PLAN**

Perform traffic management shall be in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

**7-1.04B(3)TEMPORARY TRAFFIC CONTROL PLAN**

Prepare traffic control plan(s) in accordance with Section 12, "TEMPORARY TRAFFIC CONTROL," of these special provisions.

**7-1.04B(4)PUBLIC INFORMATION**

Provide notice to public agencies and others to the extent required, if any, elsewhere in these special provisions. The Engineer provides other noticing not identified to be performed by the Contractor.

**Replace the word "State" with "County" where it occurs in Section 7-1.05C.**

**Replace the word "State" with "Department" in the 1<sup>st</sup> paragraph of Section 7-1.06B.**

**Replace the word "State" with "County" in the 5<sup>th</sup> paragraph of Section 7-1.06C.**

**Replace the word "State" with "the Department" in Section 7-1.06D(1).**

**Replace Section 7-1.06D(2) with:**

**7-1.06D(2) Liability Limits/Additional Insureds**

Refer to the *Agreement* of these special provisions

Additional insured coverage must be provided by a policy provision or by an endorsement providing coverage at least as broad as *Additional Insured* (Form B) endorsement form CG 2010 and CG 2037 (for completed operations), as published by the Insurance Services Office (ISO), or equivalent form as approved by the Department.

**Replace the word "State" with "County" in Section 7-1.06D(3).**

**Replace the word "State" with "County" in Section 7-1.06D(4).**

**Replace Section 7-1.06E with:**

**7-1.06E Automobile Liability Insurance**

Comply with requirements in the *Agreement* of these special provisions.

**Replace Section 7-1.06G with:**

**7-1.06G NOT USED**

**Replace Section 7-1.06H with:**

**7-1.06H Enforcement**

The Department may assure your compliance with your insurance obligations. 30 days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal or replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the Department, including its officers, directors, agents (excluding agents who are design professionals), and employees.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

**Replace Section 7-1.06I with:**

**7-1.06I Self-Insurance**

Comply with the *Agreement* of these special provisions.

**Add to the beginning of Section 7-1.07B:**

This section applies to seal coat projects.

**Add Section 7-1.07C:**

**7-1.07C Claims**

This section applies to non-seal coat projects which involve asphalt concrete paving. Pay for claims for personal property damage caused by your work. Claims are limited to:

1. 10 percent of the total bid

Within 30 days of the last working day placement of hot mix asphalt, do the following:

1. Process and resolve all claims reported or submitted to you by the public as follows:
  - 1.1. Within 3 business days of receipt of a claim, submit to the Department a copy of the claim, a written analysis of the claim, and a statement indicating whether or not you will pay the claim. If you reject a claim, provide the reasons for rejection in writing.
  - 1.2. If the claimant becomes dissatisfied with your handling of the claim, immediately refer the claimant to the local district claims office for assistance in resolving the claim.
2. Submit to the Department evidence of your paid claims.

All claims presented to the Department, (Govt Code § 900 et seq.) are processed and resolved by the Department as follows:

1. The claims are processed as formal government claims subject to all laws and policies and are resolved as the Department determines including referring the claim to you for handling.
2. If the Department approves settlement of a claim or is ordered to pay pursuant to a court order, the claim is paid from funds withheld from you.
3. Within 3 business days of the Department's determination that you are responsible for resolving the claim, the Department sends a copy of the claim to you for resolution or notifies you of the Department's decision to resolve the claim.

The Department withholds an amount not to exceed 5 percent of the total bid to resolve all claims. The amount is held no longer than 60 days following the last working day so that the Department has ample time to resolve any pending claims. After 60 days, any remaining amount withheld is returned to you.

If no withheld funds remain or have been returned, the Department may pay any claims and seek reimbursement from you through an offset or any other legal means. Any reimbursement or offset to be recovered from you, including all other paid claims, is limited to 10 percent of the total bid.

Section 7-1.07C does not limit your obligation to defend and indemnify the Department.

## **8 PROSECUTION AND PROGRESS**

**Replace Section 8-1.01 with:**

### **8-1.01 GENERAL**

Section 8 includes specifications related to prosecuting the Contract and work progress.

#### **8-1.01A Work Hours**

Perform all work on working days during daytime except drilling operations that may proceed 24 hrs a day.

You may request approval to work on a holiday or on a non-working day. If, pursuant to such request, the Engineer authorizes you to work on a holiday or on a non-working day, you pay the actual cost incurred by the Department to perform all inspection, surveying, testing, and all other project-related work by the Department on such holiday or non-working day. Such payment will be deducted from monies due or which may become due to the Contractor.

Plan work so that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

Do not perform work during nighttime unless approved by the Engineer, except drilling operations that may proceed 24 hrs a day.

For work other than drilling operations, request approval to work during nighttime in writing and include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

For work other than drilling operations, if you fail to complete work during the daytime hours, the Engineer may stop all work upon the onset of nighttime and order you to perform any and all work the Engineer deems necessary to ensure the safety of the public during the nighttime hours.

You are not entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

**Replace the 1<sup>st</sup> paragraph of Section 8-1.02B(1) with:**

No pay item is provided for Level 1 Critical Path Project Schedule. Payment is considered to be included in the various items of work including revisions and time analysis.

**Add to the end of the list in the 4<sup>th</sup> paragraph of Section 8-1.02B(3) with:**

3. Time Impact Analysis (Refer to Section 8-1.02C(8)(b) for description)

**Replace Section 8-1.02C with:**

#### **8-1.02C Reserved except for 8-1.02C(8)(b)**

**Replace Section 8-1.04 with:**

### **8-1.04 START OF JOB SITE ACTIVITIES**

#### **8-1.04A General**

Provide signed contracts, bonds, and evidence of insurance timely as required.

This section, 8-1.04, "Start of Job Activities," does not modify remedies available to the Department should you fail to provide signed contracts bonds and insurance timely.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

You may start job site activities before receiving notice of Contract approval if you:

1. Deliver the signed Contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Are authorized by the Department to start
4. Perform work at your own risk
5. Perform work under the Contract

If the Contract is approved, work already performed that complies with the Contract is authorized.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

#### **8-1.04B Standard Start**

Be prepared to begin work at the project site no later than the 20th business day after award of the Contract by the Department.

The Engineer may issue a notice to proceed as soon as the Contracts, including bonds and insurance certificates, have been approved.

Start work on the day shown in the notice to proceed, unless an early start has been approved.

The Engineer may issue a notice of commencement of contract time if you fail to provide Contracts, including bonds and insurance certificates or other required documents timely.

A notice of commencement of contract time does not authorize you to start work on the project site, but contract time begins to elapse on the date shown in the notice of commencement of contract time.

#### **Complete work before the expiration of TWENTY (20) WORKING DAYS**

from the date shown in said Notice to Proceed, or in the Notice of Commencement of Contract Time, whichever comes first.

Complete all work, including corrective work and punch list work, prior to the expiration of the allotted working days. Working days continue to accrue until corrective work and punch list work is completed and accepted.

#### **Pay to the County of Fresno the sum of ONE THOUSAND DOLLARS (\$1,000.00)**

per day for each and every calendar day's delay in finishing the work, including corrective work and punch list work, in excess of the total number of working days prescribed above.

#### **Replace the 1<sup>st</sup> paragraph in Section 8-1.05 with:**

Contract time starts on the day specified in the notice to proceed or in the notice of commencement of contract time as described in section 8-1.04 or on the day you start job site activities, whichever occurs first.

#### **Replace the 3<sup>rd</sup> and 4<sup>th</sup> paragraph including the table in Section 8-1.10A with:**

Liquidated damages are specified in section 8-1.04.

**Replace the word “State’s” with “County’s” in Section 8-1.14A.**

## **9 PAYMENT**

**Add Section 9-1.01A:**

### **9-1.01A COMPENSATION**

The bid items shown in the bid item list represent full compensation for performing all work. Full compensation for any work for which there is no bid item shall be considered to be included in the various items of work.

**Delete paragraphs 11-14 of Section 9-1.03.**

**Add after the 6<sup>th</sup> paragraph of Section 9-1.03:**

**Notwithstanding anything to the contrary in these special provisions, full compensation for performing all work as shown, as specified, and as directed by the Engineer is considered to be included in the various bid items, and no additional payment will be made, except pursuant to a contract change order to perform work not shown and/or specified.**

**If one or more bid item(s) is/are not included, perform the work as shown and as specified and payment therefor is considered to be included in the various items of work.**

**Replace the last paragraph of Section 9-1.03 with:**

Pay your subcontractors within 10 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5.

**Replace the word “Department’s” with “Caltrans” in the 5<sup>th</sup> paragraph of Section 9-1.07A.**

**Replace Section 9-1.16F with:**

### **9-1.16F Retentions**

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on State-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor. The Department will not hold retention for mobilization or demobilization.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under



the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

**Add Section 9-1.23:**

**9-1.23 RESOLUTION OF CONTRACT CLAIMS**

Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of California Public Contract Code Sections 20104-20104.6, inclusive. In addition, California Public Contract Code Section 9204 requires that the procedure established therein shall apply to all claims (as therein defined) filed by a contractor in connection with a public works project. Accordingly, this contract expressly incorporates all of the terms and conditions of those statutory provisions, which are as follows:

**California Public Contract Code Section 9204**

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

- (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

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

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

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

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

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

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

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

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

#### **California Public Contract Code Sections 20104 – 20104.6**

## **Section 20104**

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

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

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

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

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

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

## **Section 20104.2**

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

**(a)** The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

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

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

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

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

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

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

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

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

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

#### **Section 20104.4**

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

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

**(b) (1)** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

**(3)** In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but

does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

#### **Section 20104.6**

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

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

## **DIVISION II GENERAL CONSTRUCTION**

### **10 GENERAL**

#### **Add to the end of Section 10-1.02C(2):**

Protect any irrigation component to be relocated before performing any other construction activity in the area.

#### **Replace *Reserved* in Section 10-1.02C(3) with:**

Transplant any plant to be transplanted before performing any other construction activity in the area.

### **12 TEMPORARY TRAFFIC CONTROL**

#### **Replace section 12-1.04 with:**

#### **12-1.04 FLAGGING COSTS**

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

#### **Replace the 3<sup>rd</sup> paragraph of Section 12-3.01C with:**

If ordered, furnish and place additional temporary traffic control devices. This work is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

#### **Replace the last paragraph of Section 12-3.03C with:**

Moving plastic traffic drums from location to location if ordered after initial placement is not change order work if:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD

3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

**Replace the last paragraph of Section 12-3.10C with:**

Moving a barricade from location to location is change order work if ordered after initial placement of the barricade unless.

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

**Replace Section 12-3.11B(5)(b) with:**

**12-3.11B(5)(b) Construction Project Funding Identification Signs**

Reserved

**Replace the word “Department’s” with the word “Caltrans” in the 1<sup>st</sup> paragraph of Section 12-3.20A(4)(a).**

**Replace the last paragraph of Section 12-3.20C(1) with:**

If the Engineer orders a lateral move of temporary barrier system and repositioning is not shown, the lateral move is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

**Replace the 2<sup>nd</sup> paragraph of Section 12-3.20C(2)(c) with:**

Install K rail as shown in the project plans.

**Replace the last paragraph of Section 12-3.31C with:**

Moving portable flashing beacons from location to location if ordered after initial placement is change order work unless:

1. Required to conform with your traffic control plan
2. Required to conform with the MUTCD
3. Necessary for public safety or convenience as determined by the Engineer
4. Required to perform staged construction shown on the plans

**Replace the 2<sup>nd</sup> paragraph of Section 12-3.35B(6) with:**

Provide any software on a CD or other Engineer-authorized data-storage device to the Engineer.

**Add before the 1<sup>st</sup> paragraph of Section 12-3.41A(1):**

Section 12-3.41 is used when shown in the Bid Item List.

**Replace Section 12-4.02A(3)(a) with:**

**12-4.02A(3)(a) General**

The Contractor shall prepare and submit to the County Construction Engineer for approval, a traffic control system plan indicating the means and methods he will employ to institute and maintain traffic control for all phases of the work within the project. The traffic control system plan shall be submitted to

the County Construction Engineer as early as possible, preferably **five (5) working days** prior to pre-construction meeting. The Engineer will require five (5) working days to review the initial submittal of the traffic control system plan and an additional five (5) working days for each successive review.

**No work at the project site whatsoever, including preparatory work such as the installation of construction project funding signs, shall commence until the traffic control system plan has been approved in writing by the Engineer. In the event that the traffic control system plan is not submitted timely, the Engineer may issue a notice of commencement of contract time prior to approval of the traffic control system plan, and working days will begin to accrue against the allotted contract time.**

Late submittal of the traffic control plan or revisions thereafter required, due to the inadequacy of the plan, shall not be accepted as justification for the delay in the start of the working days for the project.

It shall be the Contractor's responsibility to provide, install, maintain, and remove any and all detour signage and traffic control devices and to obtain all permits, including permits from Caltrans, as may be necessary to establish detours as part of the contractor's traffic control plan.

Traffic will not be allowed to be limited to one direction when construction activities are not actively in progress. Providing, installing, maintaining, and removing all traffic control, including portable changeable message signs if required, obtaining and complying with all permits, and providing all traffic control operations shall be the responsibility of the contractor, and no additional compensation will be allowed therefor.

**Replace Section 12-4.02A(3)(b) with:**

**12-4.02A(3)(b) Closure Schedules**

One-way traffic shall be controlled through the project in accordance with the California Manual MUTCD and Caltrans Standard Plans T-11 and T-13 entitled "Traffic Control System for Lane Closure on Multilane Conventional Highways" and "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these special provisions. Night closure will not be permitted.

When traffic is under one way control on unpaved areas, the cones shown along the centerline on the plan need not be placed.

Every Monday by noon, submit a closure schedule request for planned closures for the next week.

The next week is defined as Sunday at noon through the following Sunday at noon.

Submit a closure schedule request 5 days before the anticipated start of any job site activity that reduces:

1. Horizontal clearances of traveled ways, including shoulders, to 2 lanes or fewer due to activities such as temporary barrier placement and paving
2. Vertical clearances of traveled ways, including shoulders, due to activities such as pavement overlays, overhead sign installation, or falsework girder erection

Submit closure schedule changes, including additional closures, by noon at least 3 business days before a planned closure.

Cancel closure requests at least 48 hours before the start time of the closure.

The Department notifies you of unauthorized closures or closures that require coordination with other parties as a condition for authorization.



**Replace Section 12-4.02A(3)(d) with:**

**12-4.02A(3)(d) Traffic Break Schedule**

Not Used.

**Replace Section 12-4.02C(1) with:**

**12-4.02C(1) General**

Work that interferes with traffic is limited to the hours when closures are allowed.

Do not reduce an open traffic lane width to less than 10 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Discuss the contingency plan for any activity that could affect the closure schedule with the Engineer at least 5 business days before starting the activity requiring the plan.

The Engineer may reschedule a closure that was canceled due to unsuitable weather.

Traffic will be controlled by flagmen by eyesight, radio (walkie talkie) or baton. In the event these methods do not work satisfactorily, as determined by the Engineer, a pilot car will be required.

The Engineer may require a pilot car to be used during earthwork operations in preparation of the grading plane or other operations when the Contractor's operations cover an area beyond the line of sight, or beyond the range of radios or when the baton method does not function satisfactorily.

You may use automated flagger assistance devices to enhance the traffic control system for a lane closure on a two-lane convention highway, except if a bid item for automated flagger assistance devices is shown in the Bid Item List, the use of AFADs is required.

Do not use automated flagger assistance devices:

1. On multi-lane highways
2. As a substitute or a replacement for a temporary traffic control signal
3. If the devices impair access for pedestrians and bicycles, unless alternate access is provided
4. If the usable shoulder area is not wide enough to place a trailer mounted device
5. If the distance between the devices is more than 800 feet, except when each device is controlled by a separate operator and radio communication is available between the AFAD operators

**Replace Section 12-4.02C(2) with:**

**12-4.02C(2) Not Used**

**Replace Section 12-4.02C(3) with:**

**12-4.02C(3) Closure Requirements and Charts**

**12-4.02C(3)(a) General**

Where 2 or more lanes in the same direction, including the shoulders, are adjacent to the area where the work is being performed, close the adjacent lane under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 mph
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 mph

Closure of the adjacent traffic lane is not required during any of the following activities:

1. Work behind a barrier
2. Paving, grinding, or grooving
3. Installation, maintenance, or removal of traffic control devices except for temporary railing

**12-4.02C(3)(b) - 12-4.02C(3)(n)**

Reserved

**12-4.02C(3)(o) Closure of Conventional County Roads**

The type and location of signs, lights, flags, flagmen, and other traffic control and safety devices shall be in accordance with the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD) issued by the State of California, Department of Transportation (Caltrans).

Allow public traffic to pass through construction at all times unless otherwise specified herein.

Provide access to properties abutting the project site at all times.

When directed by the Engineer, traffic shall be routed through the work under one-way control.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes.

Lane closure is defined as the closure of a traffic lane or lanes within a single traffic control system.

No work that would require a lane closure shall be performed.

Maintain vehicular access to the channel bank access roads at all times.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

**12-4.02C(3)(p)–12-4.02C(3)(s) Reserved**

**Replace Section 12-4.02C(7)(d) with:**

**12-4.02C(7)(d) Reserved**

**Replace the word “Department’s” with “Caltrans” in Section 12-4.02C(9)(a)(iv).**

**Replace section 12-4.02C(9)(d) with:**

**12-4.02C(9)(d) Payment**

You pay the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

**Add before the 1<sup>st</sup> paragraph of Section 12-4.02C(10):**

Section 12-4.02C(10) is used when Pickup Truck Mounted Changeable Message Sign is shown in the Bid Item List.

**Replace item 3.6.1 in the list in Section 12-4.02C(11)(a)(iii)(B) with:**

Not Used

**Replace item 5 in the list in Section 12-4.02C(11)(a)(iv)(C) with:**

Not Used

**Replace Section 12-4.02C(11)(d) with:**

**12-4.02C(11)(d) Payment**

Full payment for conforming to the requirements of this section shall be considered to be included in the Traffic Control Plan item on the Bid Items List.

**Replace Section 12-4.02C(14) with:**

**12-4.02C(14) Failure to Provide Traffic Control.**

If you do not provide the traffic control and it becomes necessary for the Engineer to notify you of your duties according to the Standard Specifications and these special provisions, you will pay \$200 per 15-minute period or portion thereof to the County for all the time required to acquire the traffic control, including pilot car.

Such payment shall commence at the time notice of the improper traffic control condition is given to you or your authorized representative by the Engineer and shall terminate when the condition is corrected. Such payment will be deducted from your payment.

In addition, when it is necessary for the Engineer to perform the work, you will pay the actual cost for the performance thereof. Such amount will be deducted from your payment. This will be in addition to any penalties imposed in these special provisions.

The provisions in this section will not relieve you from your responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

**Replace Section 12-4.02D with:**

**12-4.02D Payment**

The Department pays for change order work for a traffic control system by force account for increased traffic control and uses a force account analysis for decreased traffic control.

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.04.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system.

Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered.

A traffic control system required by change order work is paid for as a part of the change order work.

Full compensation for furnishing and operating the pilot car, (including driver, radios, and any other equipment and labor required) shall be considered as included in the contract lump sum price paid for traffic control system and no further payment will be made.

## **13 WATER POLLUTION CONTROL**

**Replace 13-1.01A with:**

**13-1.01A Summary**

Section 13-1 includes general specifications for preventing, controlling, and abating water pollution within waters of the State.

Information on forms, reports, and other documents is in the following Caltrans manuals:

1. Field Guide to Construction Site Dewatering
2. Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMPs) Manual
4. Construction Site Monitoring Program Guidance Manual

You may view these manuals at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website or purchase them at the Caltrans Publication Distribution Unit.

A WPCP and a SWPPP must comply with the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual and must be prepared using the latest template posted on the Construction stormwater website.

**Replace Section 13-1.01D(2) with**

**13-1.01D(2) Regulatory Requirements**

Comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities; Order No. 2009-000 9-DWQ, CAS000002 (Construction General Permit) and any amendments thereto issued by the SWRCB. The Construction General Permit may be found at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the discharge requirements in the NPDES General Permit for Storm Water Discharges Associated with Industrial Activities; Order No. 2014-0057-DWQ, CAS000001 (Industrial General Permit), issued by the SWRCB. For the Industrial General Permit, go to the SWRCB website.

For a batch plant and crushing plant outside a job site or within a job site that serves one or more contracts, obtain coverage under the Industrial General Permit before operating a batch plant to manufacture concrete, HMA, or other material or a crushing plant to produce rock or aggregate.

This Project disturbs less than 1 acre of soil. A Water Pollution Control Plan (WPCP) is required

**Replace Section 13-1.01D(4)(b) with:**

**13-1.01D(4)(b) Qualifications**

The WPC manager must:

1. Comply with the requirements provided in the Construction General Permit for:
  - 1.1. QSP if the project requires a WPCP
  - 1.2. QSD if the project requires a SWPPP
2. Complete the stormwater management training described at the Stormwater and Water Pollution Control Information link at the Caltrans Division of Construction website

**Replace Section 13-2.04:**

**13-2.04 PAYMENT**

The Department pays for prepare water pollution control program as follows:

1. Total of 50 percent of the item total upon authorization of the WPCP
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance

**Replace Section 13-4.03G with:**

**13-4.03G Dewatering**

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

If dewatering is required, perform dewatering work as specified for the work items involved, such as a temporary ATS or dewatering and discharge.

If dewatering and discharging activities are not specified for a work item and you perform dewatering activities:

1. Conduct dewatering activities under the Caltrans *Field Guide for Construction Site Dewatering*.

2. Ensure any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
3. Discharge the water within the project limits. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
4. Do not discharge stormwater or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Immediately notify the Engineer upon discovering any such condition.

**Replace Section 13-5.04 with:**

**13-5.04 PAYMENT**

The payment quantity for temporary soil stabilization bid items paid for by the area is the area measured parallel with the ground surface not including the additional quantity used for overlaps.

If there is no bid item for temporary soil stabilization measures, payment therefor is considered to be included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

**Replace Section 13-6.04 with:**

**13-6.04 PAYMENT**

The payment quantity for temporary sediment control bid items paid for by the length is the length measured along the centerline of the installed material.

The payment quantity, if any, for temporary fiber roll does not include the additional quantity used for overlaps.

The Department does not pay for the relocation of temporary drainage inlet protection during work progress.

If there are no bid items for installing or maintaining temporary sediment control measures, payment therefor is considered to be included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

**Replace Section 13-7.03D with:**

**13-7.03D Payment**

The Department does not pay for the relocation of temporary construction entrances or roadways during work progress.

If there are no bid items for installing or maintaining temporary construction entrances or roadways, payment therefor is considered to be included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

## **14 ENVIRONMENTAL STEWARDSHIP**

**Add after the 3rd paragraph of section 14-10.01:**

Food scraps, paper wrappers, food containers, cans, bottles and all food related trash and litter must be removed from the project site at the end of each working day.

**Replace the 7th paragraph of section 14-10.01 with:**

Furnish and use closed-lid trash containers in the job-site yard, field trailers, and locations where workers gather for lunch and breaks.

**Add Section 14-12.04:**

**14-12.04 RELATIONS WITH SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD)**

You are responsible for compliance with all applicable SJVAPCD regulations and requirements. This section is provided for your information, and nothing herein or elsewhere within these special provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations.

In accordance with SJVAPCD Regulation VIII – Fugitive PM10 Prohibitions: Rule 8021, implementation of an SJVAPCD-approved dust control plan is not required prior to commencement of any dust generating activities. You must file Construction Notification with SJVAPCD 48 hours prior to starting work.

Pursuant to section 6.4 of District Rule 8021 – Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities, the owner or operator of a construction project of at least 1.0 acre in size shall provide written notification to the District at least 48 hours prior to his/her intent to commence any earthmoving activities. Use the first two pages of this form to submit a written Construction Notification. There are no fees for filing a construction notification.

It is your responsibility to be fully informed of the requirements of all rules, regulations, plans and conditions that may govern your operations and to conduct the work accordingly.

**Replace Section 14-12.05–14.12.08 With:**

**14-12.05–14.12.08 RESERVED**

## I. SPECIAL PROVISIONS

### 1.1 GENERAL

#### 1.1.1 ENGINEER

The Engineer for the project is Luhdorff and Scalmanini, Consulting Engineers, 500 First Street, Woodland, California 95695 (Contact: Scott Lewis at (530) 661-0109). The Engineer will act as Fresno County's (Owner) agent with respect to interpretation of the Plans as well as serving as a technical advisor and inspector during drilling and well construction activities. During the course of the Work, the Engineer may advise the Owner as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the Work. In addition, the Engineer may advise the Owner on questions which arise as to the interpretation of the Plans and Technical Provisions, questions as to the acceptable fulfillment of the contract on the part of the Contractor, and questions as to measurement and payment.

#### 1.1.2 TERMINATION AND ALTERNATIVE WELL

Owner reserves the right to terminate the Work at any time. In such an event, the Contractor shall be paid for work completed at that time in accordance with the prices stated on the BID FORM. The Owner reserves the right to select an alternate site to replace an abandoned test hole or well. If an alternate site is chosen by the Owner, the Contractor shall be paid for the work done on the alternate site in accordance with the unit prices stated on the BID FORM.

#### 1.1.3 PRELIMINARY TEST HOLE AND MONITORING WELL DESIGN

Final quantities for test hole drilling and well construction will be based on actual conditions encountered during the drilling. The Work described in the Plans and Technical Provisions reflects the Owner's preliminary design and may be modified in response to actual subsurface conditions revealed through the drilling operations. All compensation shall be based on actual quantities using unit or lump sum prices stated on the BID FORM.

#### 1.1.4 PERMITS AND NOTIFICATIONS

1. The Contractor shall be responsible for obtaining the necessary permits to perform the contract Work. All permits shall be posted on the drilling rig prior to the start of drilling operations.

2. The permitting agency is as follows:

Fresno County Environmental Health

3. The Contractor shall notify the Owner and the appropriate regulatory agencies in advance of the commencement and completion of the test hole and well construction, and prior to the placement of surface annular seals.

#### 1.1.5 SERVICES FURNISHED BY THE OWNER

1. The Owner has obtained the necessary legal right-of-way for the drilling and well construction work.

2. Water for drilling will be made available at no cost to the Contractor at or near each work site.

### 1.1.6 REFERENCE POINTS

The Owner shall stake the location of the test hole as well as any setback boundaries defined under California Well Standards Bulletin 74-90 Part II Section 8.

### 1.1.7 WORK AREA RESTRICTIONS

**A. General** -- The Contractor shall protect all existing facilities and shall keep the site clear and open all the time. The Contractor may use, without cost, all open areas on the project site, and as approved by the Owner, for the Work.

**B. Coordination With Other Activities** -- Contractor is advised that other work by the Owner may be conducted at the project site. The Contractor shall limit all activities to the designated work areas.

**C. Work Hours** -- Drilling operation time and day will be determined by the Contractor.

**D. Health and Safety** -- Contractor shall provide and adhere to a health and safety plan to address actual or potential hazards associated with the Work. A copy of the Contractor's health and safety form shall be posted at the job site.

**E. Hazardous Materials** -- The Contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

1. The Contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the Owner, in advance, Material Safety Data Sheets for each hazardous material.
2. All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.
3. Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.
4. The Contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.
5. Violation of any of the above methods shall be sufficient cause for the Owner to stop all work. Any expense incurred by the Owner caused by the work stoppage will be borne by the Contractor. These expenses will include all costs to return the job site, and all other areas contaminated by the Contractor to a hazard-free condition.
6. The Contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanup of any suspected hazardous materials the Contractor used, left on the job site, or disposed through a municipal drain or sewer, and any damage to property and/or injury to any person.

### 1.1.8 CONSTRUCTION INSPECTION

The work specified in the Technical Provisions will be inspected by the Owner, or Owner's agent, at various stages of the construction.



### 1.1.9 SITE SECURITY

The Contractor shall provide suitable means of protecting the borehole(s) from the entrance of foreign objects at all times for the duration of the contract.

### 1.1.10 WATER FOR DRILLING

The Contractor is responsible for delivering the water to the drilling site from the water source located on site assigned by the Owner. The Contractor must comply with any connection and metering requirements set forth by the water supplier.

### 1.1.11 NUISANCE WATER, DEVELOPMENT WATER, AND DRILL CUTTINGS

**A. Nuisance Water** -- Nuisance water, such as rainfall or surface runoff, may occur at the well sites during the period of construction under this contract. The Contractor shall at all times protect the Work from damage by such waters and shall take all due measures to prevent delays in progress of the Work caused by such waters.

**B. Development Water** -- During development and testing of the well, the discharge water shall be disposed of in such a manner as to cause the least impact to the site and vicinity.

(Check one)

Clean, low turbidity water produced during well development and testing will be discharged in the vicinity of the project site(s) as directed by the Engineer.

All water produced during well development and testing will be contained as to not harm or destroy property.

**C. Drill Cuttings and Development Solids** -- The Contractor is responsible for handling of drill cuttings and development solids.

(Check one)

Drill cuttings and development solids may be spread at each site as directed by the Engineer.

Drill cuttings and development solids shall be contained and lawfully disposed of offsite.

### 1.1.12 CONTINGENCIES

Materials and/or support services in connection with the Work, which are deemed "extraordinary" or "site-specific," and not "contemplated" under the Agreement shall be paid for separately.

## 1.2 MEASUREMENT AND PAYMENT

### 1.2.1 GENERAL

Direct payment will be made only for the items listed in the proposal. Items of work not listed, but necessary to satisfactorily complete the Work, will not be paid for separately; and all costs in connection therewith shall be considered to be included for payment with the listed items.

### 1.2.2 ITEM NO. 1: MOBILIZATION and DEMOBILIZATION

**A. Measurement:** – Mobilization for test hole drilling and well construction, satisfactorily completed, will be paid for at the applicable lump sum price stated in the proposal.

**B. Payment:** -- Mobilization will be made at the unit prices stated in the proposal. Such payment will be considered full compensation for mobilizing all labor, material, permit fees, tools and equipment necessary and incidental to drill the test holes and construct the monitoring wells.

### 1.2.3 ITEM NO. 2: TEST HOLE DRILLING

**A. Measurement:** – Test hole drilling will be measured as the number of lineal feet for which drill cuttings and a geophysical log are acquired.

**B. Payment:** – Payment for test hole drilling will be made on a linear foot basis at the unit price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to complete the test hole.

### 1.2.4 ITEM NO. 3: GEOPHYSICAL LOGGING

**A. Measurement and Payment:** -- Payment for this item shall be considered full compensation for all labor, tools, equipment, insurance and doing all work necessary and incidental to running a geophysical log in the test hole, including standby time. If the Owner requests additional logging runs, in writing, the Contractor shall be paid for the additional logging “at-cost plus 15 percent”.

### 1.2.5 ITEM NO. 4: TEST HOLE REAMING

**A. Measurement:** – Borehole reaming will be measured as the number of lineal feet successfully completed for construction of well.

**B. Payment:** -- Payment for borehole reaming will be made on a linear foot basis at the unit price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to complete the test hole reaming.

### 1.2.6 ITEM NOS. 5a, 5b: WELL CASING AND SCREEN

**A. Measurement:** – Well casing and screens shall be measured in place to the nearest whole unit of lineal feet satisfactorily installed in the final well.

**B. Payment:** -- The quantities of well casing and well screen, satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

### 1.2.7 ITEM NO. 6: GRAVEL ENVELOPE AND INTERMEDIATE SEALS

**A. Measurement:** – Gravel envelope and intermediate seals will be measured in place to the nearest whole unit of lineal feet of annular space satisfactorily filled in the final well.

**B. Payment:** -- The quantities of gravel envelope and intermediate seals satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full

compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

#### **1.2.8 ITEM NO. 7: CEMENT ANNULAR SEAL**

**A. Measurement:** – Annular seals will be measured in place to the nearest whole unit of lineal feet of annular space satisfactorily filled in the final well.

**B. Payment:** -- The quantity of annular seal, satisfactorily installed, will be paid for at the applicable unit prices stated in the proposal for each item. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation.

#### **1.2.9 ITEM NO. 8: WELL DEVELOPMENT**

**A. Measurement and Payment:** -- The development of the well piezometers, satisfactorily completed, will be paid for at the lump sum price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to developing the piezometers.

#### **1.2.10 ITEM NO. 9: WELL SURFACE COMPLETION**

**A. Measurement and Payment:** -- The well surface completion, satisfactorily installed, will be paid for at the lump sum price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to installation of the security completion.

#### **1.2.11 ITEM NO. 10: STANDBY TIME**

**A. Measurement:** – Standby time, ordered by the Owner, will be measured to the nearest one-quarter unit as the number of hours of idle time for drilling equipment and crew.

**B. Payment:** -- Standby time, ordered and approved by the Owner, will be paid for at the unit price specified in the proposal.

#### **1.2.12 ITEM NO. 11: SITE CLEAN-UP, RESTORATION, AND RECORDS**

**A. Measurement and Payment:** – The site clean-up, restoration, and submission of records satisfactorily completed will be paid for at the lump sum price stated in the proposal. Such payment will be considered full compensation for furnishing all labor, material, tools and equipment necessary and incidental to restore the site to its original condition.

#### **1.2.13 ITEM NO. 12: SUPPLEMENTAL WORK**

**A. Supplemental Work:** - This item is provided to account for supplemental work for unforeseen work which the Engineer determines is necessary to allow for the work required by the Contract Documents to proceed as intended without interruption. This item will be used only for this purpose. The dollar amount listed on the Bid Proposal Form is an estimated allowance set aside by the County and shall be included on each Bidder's Bid Proposal sheets. Supplemental work shall be performed only upon direct written authorization from the Engineer and daily extra work reports shall be submitted to and approved by the Engineer. The Contractor shall maintain separate records for extra work performed in accordance with the provisions of Section 5-1.27, "Records," of the Standard Specifications and the special provisions. The Contractor will be paid only for the value of completed supplemental work which has been authorized in writing by the County. The value of work, which the Owner may authorize under this item, may be less than

the amount shown on the Bid Proposal sheet, and it could be that no supplemental work will be authorized at all. Accordingly, payments to the Contractor for supplemental work will likely differ substantially from the estimated Allowance which is included in the Bid Proposal. If no supplemental work is authorized or if no authorized supplemental work is performed, then no payments will be made to the Contractor under this Bid item and the Contract Price will be reduced by the full amount of the item included in the Bid Proposal for supplemental work. The provisions in Section 9- 1.06, "Changed Quantity Pay Adjustments" of the Standard Specifications shall not apply to the item "Supplemental Work Allowance. "The Contractor shall have no claim for anticipated overhead or profit should the County fail to authorize any supplemental work or should the value of authorized supplemental work be less than anticipated by the Contractor.

## II. TECHNICAL PROVISIONS

### 2.1 GENERAL REQUIREMENTS

#### 2.1.1 SCOPE OF WORK

**A. Purpose** -- The test hole shall serve to evaluate the lithologic character of subsurface formations and aquifers at the candidate well site and to determine characteristics of the aquifer materials through geophysical surveys and measurements. The monitoring well will be used to sample ground water and measure water levels at selected depth horizons. The test hole shall be converted to single or multiple completion monitoring well with up to three, 2-inch diameter piezometers. Piezometers shall be constructed of Schedule 40 PVC casing and screen.

#### **B. Test Hole Drilling and Monitoring Well Construction**

1. The Work to be completed under this Contract will consist of furnishing all materials, labor, equipment, fuel, tools, transportation and services for the drilling, sampling and logging of a test hole at the selected site. The test hole shall be converted to a permanent monitoring well. Up to three individual piezometers may be installed in the reamed borehole. In the event that the Owner does not elect to convert the test hole to a monitoring well, the test hole shall be destroyed in the manner specified herein.
2. The project site is located at 36.713453, -120.242149 in Fresno County, CA. A map of the proposed well site is attached in Figure 1
3. The Contractor shall contact Underground Service Alert (USA) no less than two full working days prior to drilling to verify that the staked well locations are not within the path of buried utilities. The Contractor shall immediately notify the Engineer and the Utility owner if they disturb, disrupt or damage any utility. No extra compensation will be made for the repair of any services or mains damage. The Contractor shall also contact Fresno County Health Department 48 hrs. prior to drilling at any well sited by the Contractor.
  3. The test hole shall be drilled to a depth of 580 feet bgs. The actual depth of the test hole will depend on the lithology encountered. A driller's log will be prepared to define the lithology encountered during construction, drill cuttings of the formations encountered will be collected, and the test hole will be logged with electric geophysical logging equipment.
  5. The minimum diameter of the test hole is 8 ¾-inches. The contractor may drill a larger diameter test hole at his own expense.
  4. The final design for the monitoring well will be prepared by the Engineer after evaluating the test hole data.

5. Cuttings, drilling fluids, and development water shall be contained. The Contractor shall take full ownership of cutting, drilling fluids, and development water and be responsible for handling and proper offsite disposal unless otherwise directed by the Engineer.

### **C. Preliminary Monitoring Well Design**

1. A conceptual, preliminary monitoring well design is depicted in the Plans. It is anticipated that two piezometers will be installed in the reamed test hole with a combination of intermediate and surface seals as shown conceptually in the preliminary design. The piezometer assemblies will be equipped with appropriate centralizers to ensure that the screen intervals are adequately spaced from the borehole wall.

2. A graded gravel envelope will be placed between the casing assemblies and the borehole from the bottom of the well to the surface by the tremie pipe method. Intermediate seals, consisting of graded bentonite chips in saturated zones, and sand/cement grout in unsaturated zones, may be specified to isolate screened intervals. A sanitary/annular seal shall consist of a sand/cement grout.

3. At the completion of well development an above-ground surface completion shall be constructed, as directed by the Engineer.

**D. SUBMITTAL REQUIREMENTS** - The Contractor shall prepare and submit at a minimum, the following information for each monitoring well:

1. Geophysical Logs (geophysical logging to be performed by Engineer approved logging firm and paid for by the Contractor).

2. Well Completion Report showing the location of the well, casing diameter and wall thickness, lengths and locations of casing installed, type of perforation and slot size, perforated interval(s), borehole diameter, gradation of gravel pack, location of fine sand, annular seals, and other pertinent information found on State Well Completion Reports.

3. Development records showing duration and volume of water pumped, and all other pertinent information concerning development by pumping.

4. Manufacturer's or supplier's standard literature and certification that the following materials for the monitoring well comply with this specification (to be submitted before well construction): Blank Well Casing Perforated Well Casing Gravel Pack Annular Seal Material

5. Drilling plan including drill rig to be used, water disposal method and excavation disposal method

6. Discussions on any problems, unique circumstances or other issues worthy of discussions that were encountered during drilling and construction.

### **E. Local and State Standards**

1. All drilling and well construction activities shall comply with local and State standards. If a conflict arises between the Technical Provisions and regulatory requirements, the Contractor shall immediately notify the Owner and not proceed until the Owner resolves the conflict.

2. It is the Contractor's sole responsibility to satisfy the well permitting requirements.

#### **2.1.2 LOCAL CONDITIONS**

The materials expected to be encountered during drilling of the borehole include interbedded clays, silts,

sands, and gravel.

### 2.1.3 DRILLING FLUID CONTROL PROGRAM

A drilling fluid program shall be employed by the contractor in accordance with the following general conditions.

1. A drilling fluid control program shall be prepared by a qualified, professional drilling fluids engineer and submitted to the Owner for approval. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure protection of water bearing and potential water bearing formations exposed in the borehole, and the ability to obtain reliable representative samples of the formation materials.
2. Material used by the Contractor to prepare the drilling fluid shall be composed of water from an assigned source and drilling additives processed to meet or surpass the specification in the American Petroleum Institute "Std. 13-A for Drilling Fluid Materials". All drilling fluid additives will comply with recognized industry standards and practices and they shall be used as prescribed by the manufacturer. Toxic and/or dangerous substances shall not be added to the drilling fluid.
3. The drilling fluid for the rotary construction shall be made up of high grade bentonite clays or organic polymer additives in common drilling usage in the water well industry, and shall possess such characteristics as required to condition the walls of the borehole to prevent caving of formations and excessive loss of circulation, facilitate removal of the cuttings, and produce an easily removed thin filter cake.
4. In accordance with these Technical Provisions, the Contractor shall submit a drilling fluid program for approval prior to construction. The submittal shall include the recommendations for make-up water conditioning, quantities of clay base, and additives required to maintain a drilling fluid having properties within the ranges specified below for test hole drilling and reaming operations.

The drilling fluid shall be maintained in such a manner as not to exceed the properties specified above for weight, viscosity, and sand content without the approval of the Owner. In addition, the Contractor shall maintain the minimum viscosity of the drilling fluid that will raise cuttings and adequately condition the walls of the holes. At the completion of all drilling operations, the drilling fluid shall be conditioned and meet the following property ranges for well construction.

<u>Property</u>	<u>Direct Circulation Drilling Method</u>
a) Weight:	8.7 –9.3 lbs./gal
b) Marsh Funnel Viscosity:	28 – 35 sec/qt
c) API Filter Cake Thickness:	<3/32
d) Sand Content of Returns:	< 1/2% by volume

5. The drilling rig must be provided with equipment to measure the drilling fluid weight, viscosity, API filter cake, and sand content.

6. The Contractor shall maintain a current log describing the condition of the drilling fluid on the site. The log shall include the following:

- a) time, depth and results of all drilling fluid tests;

b) materials added to the system; type, quantity, time, and depth;

c) variances or modifications from approved drilling fluid program (e.g., time, depth, reason, and authorization).

7. Proper control of the drilling fluid must be maintained to the satisfaction of the Owner. The Contractor will be required, at the Contractor's expense, to retain or employ an experienced, qualified drilling fluid, or mud, engineer to supervise and maintain drilling fluid characteristics to the satisfaction of the Owner if such control cannot be accomplished by the Contractor.

8. If at any time the drilling fluid is not in compliance with these Technical Provisions or the recommendations of the drilling fluid engineer, as approved by the Owner, the properties shall be adjusted and the tests rerun until the drilling fluid obtains the specified characteristics. If the specified properties cannot be maintained, the drilling fluid shall be replaced.

9. The Contractor shall provide one complete direct rotary drilling unit with shaker, de-sanding cones, and containment facilities if directed by the Engineer.

## **2.2 MATERIALS**

### **2.2.1 CERTIFICATES OF COMPLIANCE**

If requested by the Owner, the Contractor shall provide certificates of compliance as specified herein.

#### **A. Items Requiring a Certificate of Compliance**

1. The Contractor shall submit to the Owner for approval, certificates of compliance for the following materials:

a) Cement Grout Sealing Material

b) Blank Well Casing

c) Well Screen

d) Gravel Envelope Material

2. No material shall be incorporated into the Work until certificates of compliance have been approved in writing by the Owner.

#### **B. Content of Certificates of Compliance**

1. Certificates of compliance from the Contractor, suppliers, and/or manufacturers, shall clearly indicate that the material to be delivered to the job site will meet all requirements of the project Technical Provisions. A certificate of compliance shall include, but not be limited to the project title, delivery location, date (or approximate date) of delivery, name of the material with appropriate classification or model numbers, quantity, name of the manufacturers, statement of compliance with all requirements of the Technical Provisions, and the name, title and signature of the certifying agent.

2. A factory or mill certification (laboratory test report) shall be submitted with the certificates of

compliance for all components of the casing assembly. The factory or mill certification shall not be a substitute for the certificate of compliance, unless it contains all information required for a certificate of compliance as described above.

3. Insufficient, incomplete, or unclear certificates will be rejected and the Contractor shall be responsible for all delays caused by any need for re-submittal.

**C. New Materials** -- All materials provided by the Contractor shall be new.

## 2.2.2 MATERIALS SPECIFICATIONS

**A. Sealing Material** -- Sealing material, consisting of sand-cement grout shall be employed for abandonment purposes and surface seal in the well. Bentonite chips as well as sand/cement grout may be employed in the well for intermediate seals and to limit infiltration of cement grout into the gravel envelope.

1. The sealing material shall be composed of a slurry of sand-cement grout. The grout shall consist of a sand-cement mixture in accordance with California Department of Water Resources Well Standards, Bulletin 74-81/Supplement 74-90.

2. The mixture for the surface, or sanitary, seal shall conform to State standards and local ordinances for sanitary seals.

3. The bentonite sealing material shall be a graded chip bentonite with granules ranging from 1/4 inch to 3/8 inch. An approved product for the bentonite seals is "HOLEPLUG" as manufactured by the NL Baroid Division of NL Industries, Inc.

### **B. Well Casing and Screen Material**

1. The PVC well casing and well screen for the monitoring well will be made of ASTM F-480-88A Schedule 40 and Schedule 40 PVC. The ends of each joint shall be threaded and coupled with O-ring seals. The blank casing will be 2-inch Schedule 40 PVC, ASTM F480-88a. The well screen shall be fabricated from the same material as the blank casing. The perforations shall be machine cut horizontal slots, with openings of 0.030 inch.

2. The bottom of each PVC casing assembly shall be furnished with PVC threaded, pointed or rounded end cap of the same schedule and size as the casing and the same specifications as described herein.

3. Each casing will be fitted with appropriate centralizers to ensure that the well casings meet the minimum 2-inch separation distance from the borehole wall

4. The top of each casing shall be furnished with a watertight and locking security plug.

**C. Gravel Envelope** -- All gravel or coarse-grained sand for packing shall be hard, water-worn, and washed clean of silt, fine sand, dirt, and foreign matter (crushed gravel will not be accepted). It shall be well rounded, graded, and selected. The gravel envelope material is specified to be Silica Resources Incorporated (SRI) (Marysville, CA) sand, or equal. Alternative materials are subject to the approval of the Engineer. A description and sieve analysis of gravel packing materials to be delivered to the site must be submitted prior to the use of the material in the Work. The gravel, if stockpiled at the well site, shall be protected and kept free of foreign matter.



## **2.3 TEST HOLE DRILLING AND MONITORING WELL CONSTRUCTION**

### **2.3.1 MOBILIZATION**

#### **A. General**

1. Mobilization shall include acquisition of all necessary permits; transportation of personnel, equipment, and operating supplies to and from the site establishment of portable sanitary facilities, preparing a work site sufficient to support equipment and personnel in a safe and workman-like manner, and other preparatory work at the site required by the Contractor for his/her operations.

2. The Contractor shall provide one complete direct rotary drilling unit with shaker, de-sanding cones, and containment facilities if directed by the Engineer. The Contractor shall also provide all tools, accessories, power, fuel, materials, supplies, lighting, necessary to conduct efficient drilling operations. The drilling unit shall be in good condition and of sufficient capacity to perform the specified drilling and well construction.

### **2.3.2 TEST HOLE DRILLING**

**A. Scope** -- The test hole shall be drilled using the direct rotary method. The hole shall be drilled at a minimum diameter of 8-3/4 inches. The final depth of the test hole will depend on location and the lithology encountered while drilling and will be determined by the Engineer. It is anticipated that the test hole will need to be drilled to a depth of 580 feet.

#### **B. Methods**

1. The test hole shall be drilled using the direct circulation rotary drilling method of construction. The drilling fluid for the direct rotary drilling operation shall conform to the specifications in SECTION 2.1.3.

2. The drilling operations shall be conducted using equipment that is adequate to reach the depth and perform the evaluations specified in the Technical Provisions. If, in the opinion of the Engineer, the Contractor's equipment is not capable of satisfactorily performing the specified work, the Contractor, at his/her own expense, shall substitute equipment satisfactory to the Engineer.

3. The Contractor shall take all measures necessary to protect the top portions of the test hole from caving or raveling.

4. The Contractor shall keep records providing the following information:

a) A record of construction activities for each shift.

b) A time drilling log of the test hole recording the time (in minutes) required to drill down each section of drill pipe.

c) A log of drilling bit types and depths of changes.

d) Record of drilling fluid properties at 4-hour intervals during drilling operations. The record shall show drilling fluid weights, Marsh Funnel viscosity, sand content, drilling fluid losses, and any additives used.

e) A drilling log which defines and classifies the type of formations encountered during the drilling. The log will consist of the depth at which each change in formation is encountered, the classification of the material encountered, its color and particle size. Classification of silt, sand, gravel, cobbles, etc. shall be based on the size of material encountered in accordance with the established and accepted geologic standard for classification of these materials. If more than one size of material is encountered in a formation such as "sand and clay", an estimate of the quantity of each shall be recorded, such as "20% sand, 80% clay".

f) All measurements for depth shall be referenced to the existing ground surface at the well site.

5. During the drilling of the test holes, the Contractor shall collect representative samples of the rotary drill cuttings at 10-foot intervals and at formation changes. The Owner may direct the Contractor to collect samples at more frequent intervals if deemed appropriate. The samples collected shall not be washed. They shall be carefully drained of excess drilling fluid but in a manner which will preserve the finer particle size of the sample. Each sample taken shall be preserved in quart-size "Zip-Lock" plastic freezer bags and marked as to date, depth, and well number. The samples shall be properly stored by the Contractor in a manner so as to prevent breakage or loss until they are accepted by the Engineer.

6. Upon completion of the test hole drilling, a geophysical log shall be conducted.

### 2.3.3 GEOPHYSICAL LOGGING

**A. Scope** -- This item shall consist of conditioning the bore hole and conducting geophysical surveys in the test hole. The geophysical surveys to be run in the test hole are the gamma ray, spontaneous potential and resistivity surveys.

#### **B. Methods**

1. The Contractor shall furnish services for logging the test hole. Acceptable geophysical logging service companies are Stewart Logging Services or Pacific Surveys. Borehole geophysical logs, consisting of gamma ray, spontaneous potential (SP) and multiple resistivity, shall be conducted in the test hole.

2. The spontaneous potential survey shall be plotted on a scale of one-inch equal to plus or minus 20 millivolts. The gamma ray survey shall be plotted on a scale of one-inch equal to plus or minus 20 API units. The multiple resistivity survey shall consist of a point resistivity curve and multiple resistivity curves employing 16-inch short normal and 64-inch long normal spacings on a one-inch equal to 20 or 40 ohm scale. All surveys will be plotted on a footage scale of one-inch equal to 20 feet in accordance with the American Petroleum Institute standard.

3. The Contractor is responsible for the integrity of the borehole to assure that the geophysical logging can be successfully conducted. The Contractor shall maintain circulation in the borehole with tools on the bottom of the hole until the logging equipment is on location and prepared to conduct the survey. The logging service company shall obtain a ditch sample of the circulating fluid for calibration of the logs prior to the securing of the circulating pump. Tools shall then be pulled by the Contractor and the logging services immediately commenced. If the logging probe fails to descend to the desired depth, the Contractor, at his/her own expense, shall run the drilling tools to the target depth to recondition the hole.

4. Upon completion of logging operation, the Contractor will deliver four (4) field prints to the Engineer. Four final prints and an electronic ASCII file of the geophysical surveys shall be provided with the final records submittal. The field copies of the electrical log shall be approved by the Owner before the logging service is released from the site by the Contractor.

#### **2.3.4 TEST HOLE REAMING**

**A. Scope** -- This item shall consist of reaming the test holes to the final specified well depth in accordance with the Engineers' design. The drilling and reaming of the borehole will be conducted by the direct rotary drilling method to the depth and diameter specified in the Engineers design. Drilling fluid properties must conform to those specified in SECTION 2.1.3.

#### **B. Methods**

1. The test hole shall be reamed to a minimum diameter and depth as specified in the Engineers design. The drilling fluid for the direct rotary drilling operation shall conform to the specifications in SECTION 2.1.3. The Contractor shall be responsible for protecting the pilot hole from caving. The Contractor shall exercise caution to ensure that the hole remains straight and plumb during the reaming operations.

2. The Contractor shall keep records providing the following information:

a) A record of construction activities for each shift.

b) A time drilling log of the test hole recording the time (in minutes) required to drill down each section of drill pipe.

c) A log of drilling bit types and depths of changes.

d) Record of drilling fluid properties at 4-hour intervals during drilling operations. The record shall show drilling fluid weights, Marsh Funnel viscosity, sand content, drilling fluid losses, and any additives used.

All measurements for depths shall be referenced to the existing ground surface at the well location.

#### **2.3.5 WELL CASING AND SCREEN**

**A. Scope** -- This item shall consist of furnishing and installing blank casing and well screen as specified in the Owner's final design.

#### **B. Methods**

1. A wiper trip shall be conducted to ensure that the borehole is open to the total depth prior to running casing.

2. A tremie pipe of a minimum two-inch diameter shall be run into the borehole to the total depth of the casing installation. Circulation by pumping shall be commenced using fluid from the drilling fluid/mud tank of the same viscosity as that in the borehole. Circulation shall continue for a period of sixty minutes prior to casing installation.

3. With the tremie pipe remaining in the borehole, casing installation shall proceed in

accordance with the final well design for casing installation furnished by the Owner.

4. The casing assemblies shall be installed to the specified depth supported above the ground surface. The casing shall be capped to ensure that foreign particles are prevented from entering the casing.

5. The casing shall be suspended in tension from the surface by means of an appropriate hanger or clamp. The bottom of the casing shall be at a sufficient distance above the bottom of the reamed hole to ensure that none of the casing will be supported from the bottom of the hole.

6. Circulation through the tremie pipe shall continue during the casing installation.

7. If, for any reason, the casing cannot be landed in the correct position or at a depth acceptable to the Owner, the Contractor shall remove the casing, recondition the borehole and reinstall the casing to the specified depth. If the casing cannot be removed from the borehole the contractor shall construct another well immediately adjacent to the original location and complete the well in accordance with these Technical Provisions at no additional cost to the Owner. The abandoned hole shall be sealed in accordance with these Technical Provisions and in accordance with any laws pertaining to proper well abandonment at no additional cost to the Owner.

8. If any of the casing assemblies collapse prior to well completion, the remaining hole shall be abandoned in accordance with these Technical Provisions at no cost to the Owner. A replacement borehole and well shall be drilled and constructed at an adjacent location as directed by the Owner.

### **2.3.6 GRAVEL ENVELOPE AND INTERMEDIATE BENTONITE SEALS**

**A. Scope** -- This item shall consist of providing and installing gravel or coarse-grained sand opposite the screen intervals and intermediate bentonite or sand/cement seals between the screen intervals, as specified by the Engineer, in the annulus between the casing and screens and the well bore of each well. Intermediate bentonite seals may be used in saturated zones. Sand/cement grout shall be used for intermediate seals in unsaturated zones.

#### **B. Methods**

1. Prior to placement of the gravel pack and intermediate seals in the well, the drilling fluid shall be thinned with clean water. Thinning shall be accomplished by reducing the viscosity of the drilling fluid in the sump to a maximum marsh funnel viscosity of 30 seconds and a maximum weight of 8.9 pounds per gallon by the addition of clean water to the sump. The Contractor shall avoid the direct injection of water into the well bore through the tremie pipe in order to prevent unbalancing the fluid consistency in the borehole.

2. Gravel packing and sealing material shall be pumped or gravity fed through the tremie pipe. The gravel pumping system shall consist of a hopper, which will allow for the calculation of the amount of gravel packing material entering the borehole. The Contractor shall provide the Owner with a schematic drawing of the system of gravel placement he intends to employ prior to the installation of casing.

3. The tremie pipe shall be removed in approximately twenty-foot intervals when the gravel in the borehole reaches the tremie pipe.

4. The quantities of gravel placed in the annulus of each well shall not be less than the computed volume of the annulus. A quantity less than the computed value will be judged as an indication of

voids, and corrective measures shall be taken by the Contractor.

5. If the volume of gravel installed in the annulus is less than the theoretical volume, the well may be rejected by the Engineer.

6. Gravel packing and bentonite seal placement shall continue uninterrupted until the gravel pack reaches the depth of the surface seal.

### **2.3.7 ANNULAR SEAL**

**A. Scope** --. This item shall consist of providing and installing a sand/cement grout annular seal in the annulus between the casing(s) and the well bore.

**B. Methods** - Installation of the annular seal shall conform to State Water Well Standards and the requirements of the well permitting agency.

1) The Contractor shall proceed with sealing operations after the Engineer verifies the depth of the top of the gravel in the well annulus.

2) The tremie pipe shall be installed no more than 5 feet above the placed gravel envelope before beginning seal placement. The bottom of the tremie pipe shall remain submerged in the sealing material maintaining a positive displacement throughout the sealing process until the grouting material has reached the ground surface.

3) The Contractor shall take measures to ensure that the weight of the cement column does not collapse the well casing during the sealing operation.

4) Well development shall not commence until a minimum of 24 hours after placement of the seal.

### **2.3.8 Well Development**

**A. Scope** --. This item shall consist of airlift pumping and surging of the wells. The purpose of well development is to remove drilling fluids and to develop the gravel pack and aquifer to ensure that proper ground-water samples may be obtained from the piezometers.

#### **B. Methods**

1. The Contractor shall provide an air compressor, sufficient pipe, and necessary equipment used for pumping that shall be capable of pumping 25 gpm from a static water level of 300 feet during development.

2. The air compressor used during well development shall be fitted with in-line filters to prevent volatile organic compounds from entering the well casings from the compressor. A 0.3-micron pre-filter and a 0.01-micron filter run in series and verified compatible to the Contractor's compressor will be required during all phases of well development. The Contractor shall furnish the Owner with the make and model number of the air compressor to be used and the manufacturer and model number of the proposed filters to be used prior to the construction of the wells.

3. After the placement of the gravel envelope and annular seals has been completed, the gravel envelope shall be cleaned of all fluids, cake, and substances that would impair the flow of water into the well and the quality thereof. Cleaning shall be accomplished by airlift pumping and surging

until the gravel has been cleaned and consolidated.

4. Pumping will be done with a minimum 3/8-inch diameter air pipe using the well casing as the eductor pipe. The air compressor and necessary equipment used for pumping shall be capable of pumping 25 gpm from a static water level of 300 feet during development. The pumping operations will be conducted until the well is fully developed and discharging clean ground water.

6. The development shall continue until the well produces water free of sand and the following turbidity guidelines can be achieved after surging the well. For piezometers that produce less than 2 gpm, a turbidity of 10 NTU within two casing volumes of purging. For piezometers that produce at least 2 gpm, a turbidity of 5 NTU must be achieved within two casing volumes of purging.

### 2.3.9 SURFACE COMPLETION

**A. Scope** -- This item shall consist of furnishing and installing an above ground or flush mount (vault) surface completion on the Plans and in accordance with State and local standards. The type of surface completion shall be:

(Check one)

- Flush mount  
 Above ground

### **B. Methods**

#### **Above Ground Surface Completion**

1. The Contractor shall excavate a 5-foot square hole extending 3 inches below the ground surface. A 5-foot square wood form 6 inches deep shall be placed over the excavation to form the concrete pedestal above the ground surface as shown in the Plans.

2. A protective cover constructed of a steel pipe (riser) with a minimum wall thickness of 3/16 inches and a minimum of 4-1/2 feet long and a locking lid shall be installed over the monitoring well as shown in the plans. The minimum diameter of the riser shall be 8-inches for a single or a dual completion monitoring well and 14-inches for a triple completion monitoring well.

3. The riser shall be suspended above the top of the well such that the top of the riser is 2 feet above grade. A concrete slurry shall then be poured and tamped on top of the annular seal such that the riser is set in concrete. The concrete will be poured and tamped until it is approximately 3 inches below grade. The remaining portion of the excavation and the wood form will then be poured with concrete slurry, tamped and finished with a graded surface which shall slope gently away from the riser.

4. The finished concrete pedestal shall be 9 inches in thickness at 6 inches above grade. The riser set in the center of the pedestal will extend 2 feet above grade. The steel riser shall be painted with a high-grade rust resistant paint of a neutral color approved by the Engineer.

5. A metal identification tag will be permanently affixed to the well casing.

6. A lockable device will be installed on the lid to prevent tampering or unauthorized access.

### **Flush Mount Surface Completions**

1. At grade (flush mount) construction specifications are attached in Figure 2. Well completions will be housed in a traffic-rated valve box with a cast iron lid and locking ring. The valve box will be a Morrison Series 519 manhole or approved equal.
2. The Contractor shall excavate a hole large enough to allow for a 6-inch apron of concrete around the manhole at ground surface to a depth of 16-inches to allow for the installation of the specified manhole.
3. The box will be centered over the well casing and set flush with existing grade.
4. A concrete slurry shall then be poured and tamped on top of the annular seal and brought to grade level such that the box is set in concrete.
5. A metal identification tag will be permanently set in concrete in a location that is visible.
6. A lockable device will be installed on the lid to prevent tampering or unauthorized access.

### **2.3.10 TEST HOLE ABANDONMENT**

**A. General** -- At the Engineer's determination, following completion of geophysical logging operations, the test hole, or a lower portion of the test hole, shall be destroyed in accordance with State and local standards for the construction and destruction of wells and other deep excavations.

**B. Methods** -- Sand/cement grout shall be injected from the bottom of the borehole by means of pumping equipment and a tremie pipe. The tremie pipe may be raised as the grout is placed but the discharge end must be submerged in grout at all times until the grouting is completed. The test hole shall be filled with cement grout to within 5 feet of the ground surface. The balance of the hole shall be filled with native material to the ground surface.

### **2.3.11 REJECTED BOREHOLE OR WELL**

**A. General** -- No payment will be made for any labor or materials involved in the construction of any borehole or well when such a hole fails to reach the specified or directed final depth and/or diameter for any preventable cause, or when such a test hole fails to meet these Technical Provisions. Such holes will be rejected and shall be replaced as specified herein. Preventable failures include any failure caused by faulty or inadequate drilling equipment, failure caused by negligence or improper drilling operations or techniques, failure caused by the installation of faulty or non-approved materials, or failure caused by improperly protecting drill holes and drilling work from the natural elements, including cave-ins resulting from existing soil conditions.

**B. Sealing and Replacement of a Rejected Borehole or Well** -- Any rejected borehole or well shall be sealed at no additional cost to the Owner and in accordance with provisions of Section 2.3.12. Any casing remaining in the hole shall be cut off at a depth of five feet and the upper portion thereof removed.

#### **C. Non-Payment for Borehole and Well Abandonment**

No payment will be made for the abandonment of a rejected borehole or well. The cost of abandonment shall be borne by the Contractor. Any rejected borehole shall be replaced by another hole adjacent to the first, or at a location as directed by the Owner.

### 2.3.12 STANDBY TIME

**A.** During the drilling operations, it may be necessary for the Engineer to perform work or analysis that will require the drilling crew and equipment to stand idle. In such an event, the Engineer shall request the Contractor to cease operations and shall state the anticipated extent or duration thereof. The Contractor shall promptly cease operations.

**B.** Within 12 hours after the completion of test hole drilling and logging operations, the Owner will provide the final design of the wells. Such time **will not** be considered standby time.

### 2.3.13 RECORDS

**A. Scope** -- The item consists of preparing final records of the drilling and well construction.

**B. Well Completion Records** -- Prior to final acceptance of a test hole or well, the Contractor shall prepare and deliver to the Engineer a Driller's Report in the format required by the State of California.

**C. Final Prints** -- The Contractor shall have prepared two (2) final prints of the daily tour reports, the drilling logs, and as-built construction drawings.

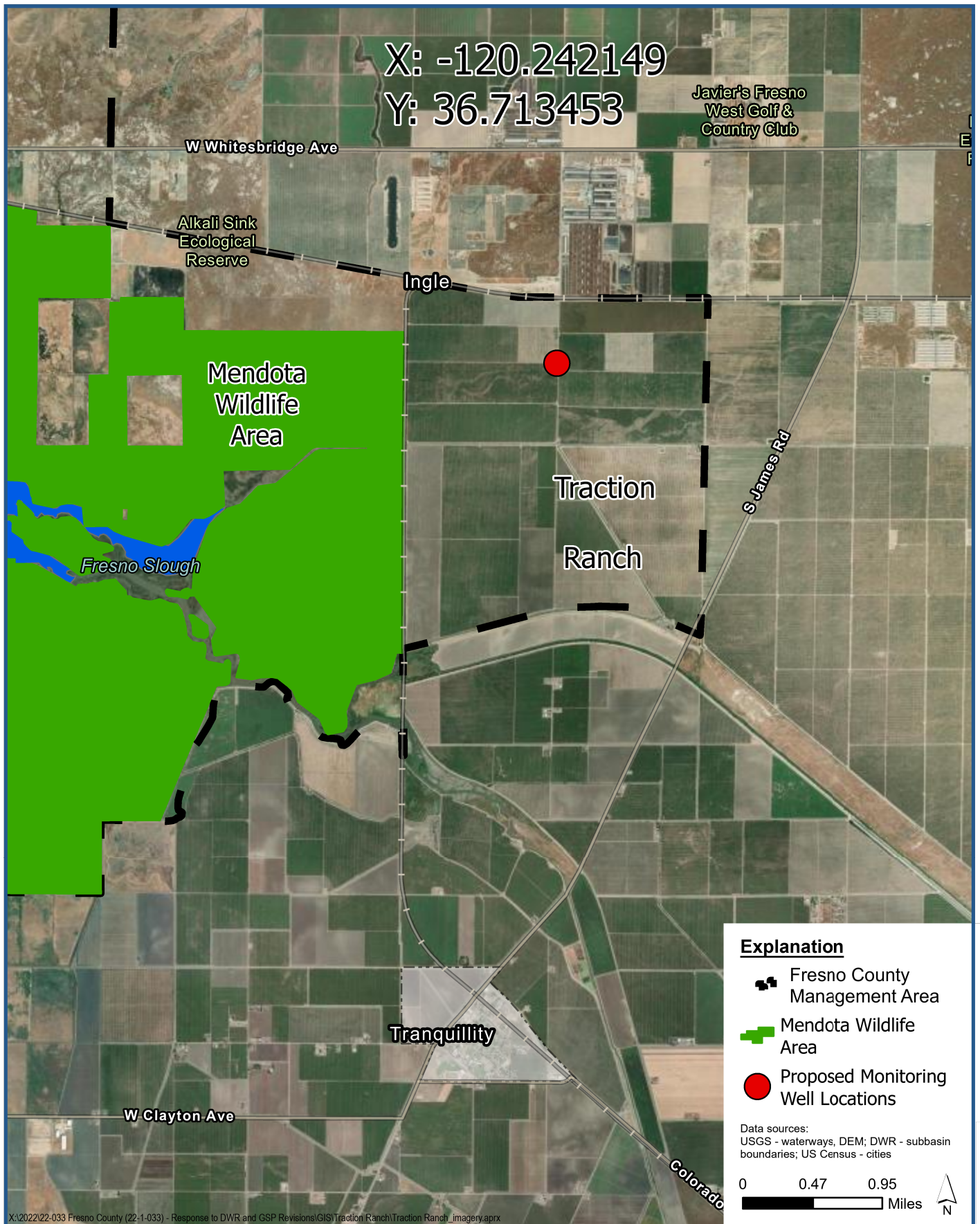
### 2.3.14 SITE CLEAN-UP AND RESTORATION

**A. Scope** -- This item shall consist of restoring the work site to its original condition after work is completed.

**B. Methods** -- The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at completion of the Work, he/she shall remove all waste materials, rubbish, and debris from and about the well site as well as all tools, construction equipment, fuel tanks, machinery and surplus materials. The Contractor shall leave the site clean and ready for use by the Owner. The Contractor shall restore to their original condition all temporary work areas. Any cuttings and drilling fluids left on site shall be spread by the Contractor at the site at the direction of the Owner. The Contractor is responsible for any damages to properties adjacent to the sites caused by drilling or construction activities associated with the Work described herein.



# Project Details

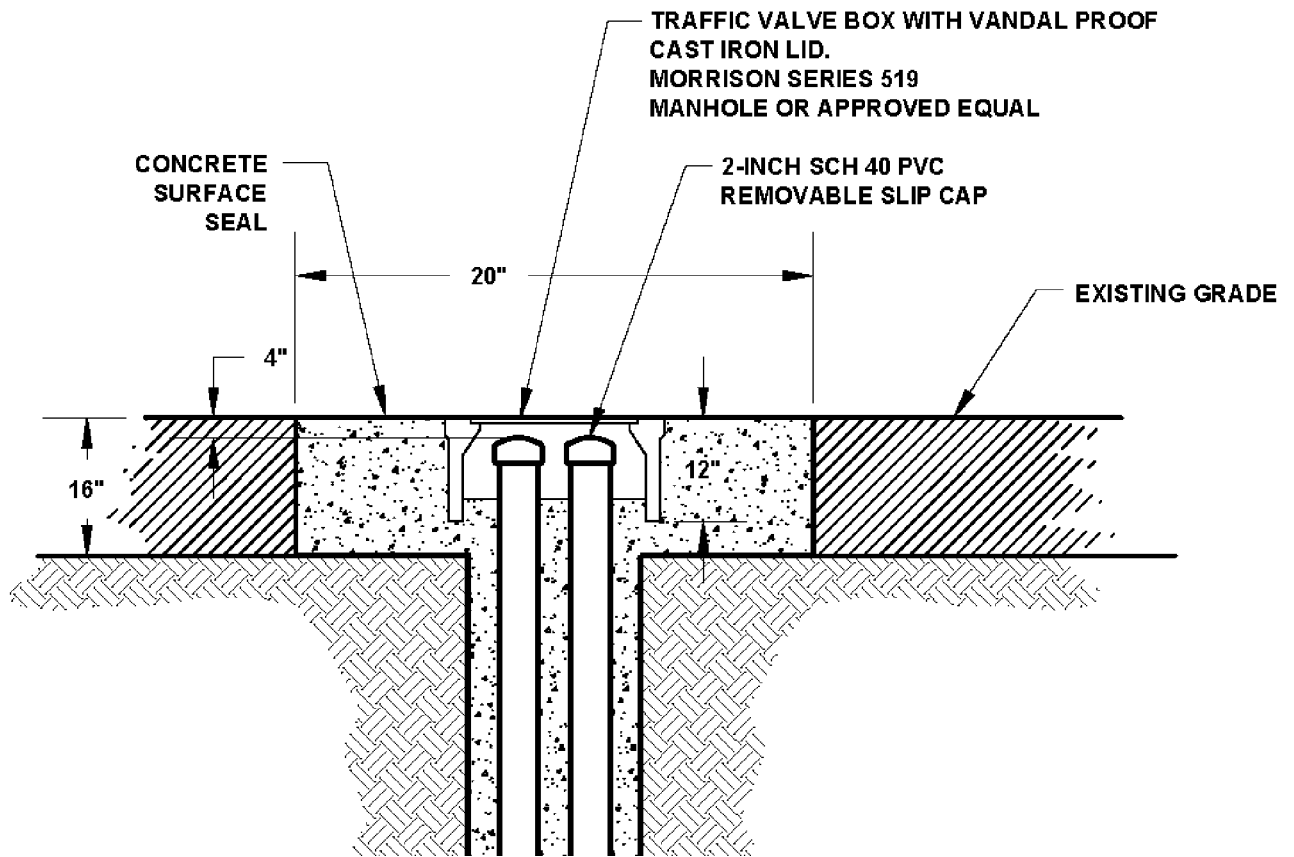


### Fresno County Proposed Monitoring Well

Figure 1

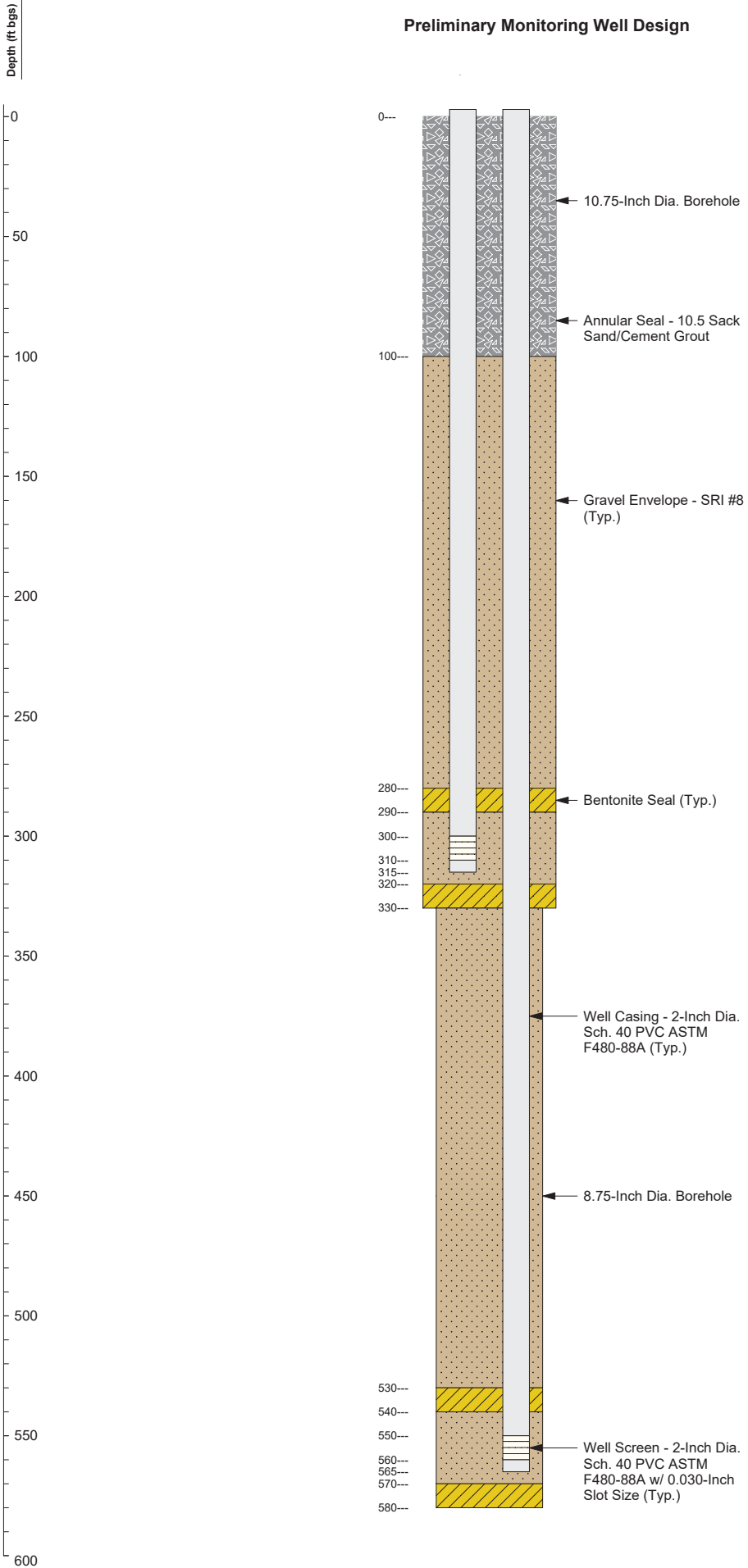


Fresno County GSP Implementation  
 Prop. 68 Round 1 Implementation Project  
 Monitoring Network Enhancements Delta-Mendota Subbasin  
 Dual Completion Monitoring Well - Traction Ranch



<b>Client:</b> Fresno County	<b>Lat/Long:</b> TBD
<b>Well Name:</b> Traction Ranch Monitoring Well	<b>Drill Date:</b> TBD
<b>LSCE #:</b> 24-057	<b>Drilling Method:</b> Direct Rotary
<b>Location:</b> Fresno County, CA	<b>Driller:</b> TBD
<b>Geologist:</b> TBD	<b>Borehole Depth:</b> TBD

### Preliminary Monitoring Well Design



# SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Title: \_\_\_\_\_

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

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(5) Authorized Signature

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS**

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

# BID BOOK

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## TRACTION RANCH MONITORING WELL

BUDGET / ACCOUNT: 4360 / 0300 / 7295



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*Department of Public Works and Planning*

Contract Number 24-13-C

# BID BOOK TABLE OF CONTENTS

## TRACTION RANCH MONITORING WELL CONTRACT NUMBER 24-13-C

PROPOSAL NUMBER(S)	TITLE
NOT APPLICABLE	INSTRUCTIONS FOR COMPLETING THE BID BOOK
1	PROPOSAL TO THE COUNTY OF FRESNO
2	BID ITEM LIST
3	EVALUATION OF BID ITEM LIST
4	BID SECURITY
5	NON-COLLUSION DECLARATION
6	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
7	PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE AND PUBLIC CONTRACT CODE 10232 STATEMENT
8	SUBCONTRACTORS
9	TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS
10 - 18	NOT USED
19	GUARANTY



# INSTRUCTIONS FOR COMPLETING THE BID BOOK FOR NON-FEDERAL AID PROJECTS

## General

Complete forms in the *Bid Book*.

Submit an electronic bid online at <http://www.BidExpress.com> (Section 2-1.33D) or submit a hardcopy bid:

1. Under sealed cover addressed to the Department and labeled with the name of the bidder, the name of the project and the statement 'Do Not Open Until The Time Of Bid Opening.'
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Certain bid forms must be submitted with the bid and properly executed.

Certain other forms and information must be submitted either with the bid or within the prescribed period after bid opening as specified elsewhere in these special provisions.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

## Bid Item List and Bid Comparison

Submit a bid based on the bid item quantities the Department shows on the Bid Item List. Bids will be evaluated and the low bidder determined as indicated in the *Notice to Bidders*.

## Bid Document Completion

Proposal items are identified by title and by the word "Proposal" followed by the number assigned to the proposal item in question. Proposal items are included in the *Bid Book*.

## Proposal to the Department of Public Works and Planning – Proposal 1

Provided for information.

## Bid Item List – Proposal 2

One or more sheet(s) or list(s) upon which the bidder completes the bid.

Fill out completely including a unit price and total for each unit price-based item and a total for each lump sum item.

Do not make any additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th".

Use ink or typewriter for paper bids.

## Evaluation of Bid Item List – Proposal 3

Describes how inconsistencies and irregularities are evaluated and corrected when Design Services reviews the Bid Item List.

## Bid Security and Signature – Proposal 4

Submit one of the following forms of bidder's security equal to at least 10 percent of the bid:

- Cash
- Cashier's check
- Certified check

- Signed bidder's bond by an admitted surety insurer

Indicate type of bid security provided.

- Cash – Acceptable but not recommended. Cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.
- Cashier's or Certified Checks. This type of security is held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract is fully executed by the bidder and bonds and insurance have been approved.
- Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Provide notarized signature of attorney-in-fact accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection.

Bonding companies may provide their own bid bond forms. The Bid Security and Signature sections must be completed by the bidder and submitted with their bid.

Acknowledge Addenda

Provide contractor's license information.

State business name and if business is a:

- Corporation - list officers
- Partnership - list partners
- Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.
- Individual - list Owner's name and firm name style

Signature of Bidder - the following lists types of companies and corresponding authorized signers.

- Corporation - by an officer
- Partnership - by a partner
- Joint Venture - by a member
- Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign the bid in question or to sign bids more generally, otherwise the bid may be rejected.

- Business Address - Firm's Street Address
- Mailing Address - P.O. Box or Street Address
- Complete, sign, and return with bid.

**Noncollusion Declaration – Proposal 5**

Must be completed, signed, and returned with bid.

**Public Contract Code Section 10285.1 Statement – Proposal 6**

Select "has" or "has not" in accordance with instructions on form, return completed form with bid. Note that signing the bid constitutes signing this statement.

**Public Contract Code Section 10162 Questionnaire And Public Contract Code 10232 Statement – Proposal 7**

Select "yes" or "no" accordance with instructions on form, include explanation if "yes" is selected. Return completed form with bid. Note that signing the bid constitutes signing this questionnaire and statement.

**Subcontractors – Proposal 8(a) through Proposal 8(c)**

Sheet(s) or spaces where bidders list subcontractors. List each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid (Pub Cont Code § 4100 et seq.).

The *Subcontractor List* submitted with the bid must show the name, location of business, work portions to be performed, the contractor's license number and the public works contractor registration number issued pursuant to Labor Code Section 1725.5, for each listed subcontractor.

- Use subcontractor's business name style as registered with the License Board.
- Specify the city in which the subcontractor's business is located and the state if other than California.
- Description of the work to be performed by the subcontractor. Indicate with bid item numbers from the bid item list and/or work descriptions similar to those on bid item list.
- List license number for each subcontractor.

Upon request from Design Services, provide the following additional information within 24 hours of bid opening if not included on the *Subcontractor List* submitted with the bid:

- Complete physical address for each subcontractor listed.
- Percentage of the total bid or dollar amount associated with each subcontractor listed.
- Department of Industrial Relations registration number.

**Title 13, California Code of Regulations § 2449(i) General Requirements for In-Use Off-Road Diesel-Fueled Fleets – Proposal 9**

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 PM on the fifth (5<sup>th</sup>) calendar day after the bid opening if not submitted with the bid.

**Proposal 10 – Proposal 18 – Not Used**

**Guaranty - Proposal 19**

This document may, but does not need to be, submitted with the bid. It is part of the contract documents and must be separately signed and submitted by the contractor to whom the award is made, together with the executed Agreement.

**PROPOSAL TO THE DEPARTMENT OF PUBLIC WORKS AND PLANNING  
COUNTY OF FRESNO**

---

hereinafter called the Owner

**TRACTION RANCH MONITORING WELL**

The work embraced herein shall be done in accordance with the 2023 Standard Specifications and with the 2023 Standard Plans, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Except to the extent that they may conflict with these special provisions, revised Standard Specifications apply to the extent included in the section entitled "Project Details" of the book entitled "Specifications."

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

# Fresno County Department of Public Works and Planning

## Bid Item List - Proposal 2

Contract #  
24-13-C

Contract Name  
Traction Ranch Monitoring Well

### Bid Items

Item ID	Quantity	Unit	Unit Price	Total
1	1	LS	\$	\$
Mobilization/Demobilization				
2	580	LF	\$	\$
Test Hole Drilling				
3	1	LS	\$	\$
Geophysical Logging				
4	330	LF	\$	\$
Testhole Reaming				
5	860	LF	\$	\$
Blank Well Casing - 2-Inch, ASTM F-480-88A Sch. 40 PVC				
6	20	LF	\$	\$
Well Screen - 2-Inch, ASTM F-480-88A Sch. 40 PVC w/0.030" Slot Size				
7	480	LF	\$	\$
Gravel Envelope and Intermediate Seals				
8	100	LF	\$	\$
Cement Annular Seal				
9	1	LS	\$	\$
Well Development				

Item ID	Quantity	Unit	Unit Price	Total
10	1	LS	\$	\$
Surface Completion				
11	1	HR	\$	\$
Standby Time				
12	1	LS	\$	\$
Site Clean-up, Restoration, and Records				
13	10,000	\$	\$1	\$10,000
Supplemental Work				
Bid Items Total:				\$

## **EVALUATION OF BID PROPOSAL ITEM LIST**

Abbreviations used in the bid proposal sheet are identified in Section 1-1.06, "Abbreviations," of these special provisions.

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Owner's Final Estimate of cost.

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

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

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

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

**Bid Security**

Accompanying this proposal is security (check one only) in amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond ( ) ; Certified Check ( ) ; Cashier's Check ( ) ; Cash (\$ )

**Addenda Acknowledgement**

Bidder has and acknowledges the following addenda: \_\_\_\_\_

**Bidder Signature**

Business Name \_\_\_\_\_

*Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.*

Business Owners and Officers Names \_\_\_\_\_

*Note: If bidder or other interested person is:*

- a corporation, list names of the president, secretary, treasurer and manager thereof
- a partnership, list names of all individual co-partners composing firm.
- an individual, state first and last name in full.

Names of Owners and Key Employees \_\_\_\_\_

*Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)*

Licensed in accordance with an act providing for the registration of Contractors:

Class \_\_\_\_\_ Contractor License No. \_\_\_\_\_ Expires \_\_\_\_\_

DIR Registration Number \_\_\_\_\_

Business Address: \_\_\_\_\_

Zip Code

Mailing Address: \_\_\_\_\_

Zip Code

Business Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Dated: \_\_\_\_\_

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.



To the Department of Public Works and Planning, County of Fresno:

**NONCOLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*

The undersigned declares:

I am the \_\_\_\_\_ of  
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

\_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2024,

at \_\_\_\_\_.”  
[city] [state]

\_\_\_\_\_  
(Signature)

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

\*NOTE: Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

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

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

**Public Contract Code Section 10162 Questionnaire**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**Public Contract Code 10232 Statement**

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

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

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

**BIDDER:** \_\_\_\_\_

**SUBCONTRACTORS:**

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

**FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.**

<p><b>SUBCONTRACTOR:</b> _____</p> <p>Business Address: _____</p> <p>Class ____ License No. _____ DIR Registration No. _____</p> <p>Item No. or Description of Work: _____</p> <p>Dollar Amount _____ <b>OR</b> Percentage of Total Bid _____</p> <p>Email Address: _____</p>
<p><b>SUBCONTRACTOR:</b> _____</p> <p>Business Address: _____</p> <p>Class ____ License No. _____ DIR Registration No _____</p> <p>Item No. or Description of Work: _____</p> <p>Dollar Amount _____ <b>OR</b> Percentage of Total Bid _____</p> <p>Email Address: _____</p>

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Class \_\_\_\_ License No. \_\_\_\_\_ DIR Registration No. \_\_\_\_\_  
Item No. or Description of Work: \_\_\_\_\_  
Dollar Amount \_\_\_\_\_ **OR** Percentage of Total Bid \_\_\_\_\_  
Email Address: \_\_\_\_\_

**TITLE 13, CALIFORNIA CODE OF REGULATIONS § 2449(I) GENERAL REQUIREMENTS FOR IN-USE OFF-ROAD DIESEL-FUELED FLEETS**

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

- Bidder’s Certificate of Reported Compliance has been attached to the bid.
- Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
- Listed subcontractors’ certificates have been attached or will be submitted within five (5) calendar days of the bid opening.
- The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

_____	_____
_____	_____
_____	_____
_____	_____

**FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.**

(This guaranty shall be executed by the successful bidder in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

**G U A R A N T Y**

To the Owner: County of Fresno

**CONTRACT NUMBER 24-13-C**

The undersigned guarantees the construction and installation of the following work included in this project:

**ALL WORK**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_



# AGREEMENT

THIS AGREEMENT made at Fresno, in Fresno County, California, by and between \_\_\_\_\_ hereinafter called the Contractor, and the County of Fresno hereinafter called the Owner.

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

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

## TRACTION RANCH MONITORING WELL

### CONTRACT NUMBER: 24-13-C

All in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Notice to Bidders and Special Provisions, the Wage Scale (Prevailing Wages), the Plans and Drawings, Addenda and Bulletins thereto, and the Proposal (Bid Book) hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated 2015, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth; provided, however, that revisions to the said Standard Specifications shall apply only to the extent, if any, included in the Project Details of these specifications or as otherwise incorporated directly herein. No part of said specifications which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

**ARTICLE III.** The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of \_\_\_\_\_ **DOLLARS AND xx/100** (\_\_\_\_\_.) it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

**ARTICLE IV.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the

**Contract Number 24-13-C**

Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE V.** To the fullest extent permitted by law with respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF FRESNO, STATE OF CALIFORNIA, CONSULTANTS and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the County, the State, the United States and said other participating agencies, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

The Certificate of Insurance shall be issued in duplicate, to the COUNTY OF FRESNO and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M Best Company rating of A FSC VII or better.

Without limiting the COUNTY’S right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits not less than those shown in the following table:

**Liability Insurance Requirements**

Total bid	For each occurrence <sup>a</sup>	Aggregate for products/completed operation	General aggregate <sup>b</sup>	Umbrella or excess liability <sup>c</sup>
≤ \$500,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000
> \$500,000 ≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000

<sup>a</sup>Combined single limit for bodily injury and property damage.

<sup>b</sup>This limit must apply separately to your work under this Contract.

<sup>c</sup>The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the of the nature of this contract.

Such Commercial General Liability insurance shall name the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY as an additional insured and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Within eight (8) days from date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, or to [designservices@fresnocountyca.gov](mailto:designservices@fresnocountyca.gov), stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for an premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance an any other insurance, or self- insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents, and employees shall be excess only and not contributing with insurance provided under CONTRACTOR'S policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

#### B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

#### C. Professional Liability

If CONTRACTOR is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate with a provision for 3 year tail coverage.

#### D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**ARTICLE VI.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in duplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

**ARTICLE VII.** The Contractor shall forthwith furnish in duplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

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

**ARTICLE VIII.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Except as provided in Labor Code section 1725.5(f), no contractor or subcontractor may be awarded a contract for public work on a public works project or engage in the performance of work on any public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor shall comply with all applicable laws and regulations relating to wages and employment, including all requirements imposed by the California Department of Industrial Relations (DIR). Contractor shall cooperate with County to furnish timely all information necessary for County's completion of the form required to be submitted by County when registering the Project on the DIR website; and County thereafter shall provide to Contractor the "Project ID Number" assigned by DIR in order to facilitate Contractor's submission to DIR of its certified payrolls for the Project, in the manner required and using such form as may be prescribed by DIR, in accordance with the provisions of Labor Code section 1771.4(a)(3).

**ARTICLE IX: Governing Law – Venue** for any action arising out of or relating to this Agreement shall be in Fresno County, California. This Agreement shall be governed by the laws of the State of California.

**ARTICLE X: EXECUTIVE ORDER N-6-22:** Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://ofac.treasury.gov/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable. Specially Designated Nationals and Blocked Persons List (SDN) (<https://ofac.treasury.gov/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>).

This Contract, **24-13-C**, was awarded by the Director of Public Works and Planning on \_\_\_\_\_. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Director of Public Works and Planning.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
COUNTY OF FRESNO  
(OWNER)

By \_\_\_\_\_

By \_\_\_\_\_  
Steven E. White, Director  
Public Works and Planning  
County of Fresno

Title \_\_\_\_\_