

ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT
STATE OF CALIFORNIA

**SPECIAL PROVISIONS,
NOTICE TO CONTRACTORS,
AND PROPOSAL**

FOR THE

**STONYBROOK CREEK CROSSINGS AND FISH
PASSAGE IMPROVEMENT PROJECT
PALOMARES ROAD AT POSTMILES 8.60 AND 8.75**

FOR USE IN CONNECTION WITH

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED MAY 2006

CONSTRUCTION SPECIAL PROVISIONS DATED FEBRUARY 2015

PROJECT PLANS DATED FEBRUARY 2015

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
GENERAL PREVAILING WAGE RATES

**MANDATORY BID SHOWING:
MARCH 2, 2015, 9:00 a.m.**

**BIDS OPEN:
MARCH 20, 2015, 4:00 p.m.**

INFORMATION ONLY - NOT A PART OF THIS PROPOSAL

Division 20, Chapter 6.95 of the California Health and Safety Code, in part, requires the submission of a Business Plan for Emergency Response by the operators of sites where hazardous materials are stored and handled at or above the State of California minimum reportable amounts. These amounts are 55 gallons of a liquid, 500 pounds of a solid, or 200 cubic feet of a gas at standard temperature and pressure.

The Alameda County Department of Environmental Health, which has been designated by the Alameda County Board of Supervisors as the administering agency for Chapter 6.95 of the California Health and Safety Code, advises that fees for the submission of a business plan can exceed \$1500.

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident independent contractor in excess of \$1,500 for services rendered, 7% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. An individual who comes into the state to perform a contract of short duration is considered to be a non-resident. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in California.

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ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

BID NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the Project Plans entitled:

**STONYBROOK CREEK CROSSINGS AND FISH PASSAGE IMPROVEMENT PROJECT
PALOMARES ROAD AT POSTMILES 8.60 AND 8.75**

will be received at the office of the Alameda County Resource Conservation District (the "District"), 3585 Greenville Road, Suite 2, Livermore, California, 94550-6710, until **4:00 p.m. on Friday, March 20, 2015**, at which time they will be publicly opened and read at the above address.

General Work Description:

The Stonybrook Creek Crossings and Fish Passage Improvement Project includes two culvert improvements that cross Stonybrook Creek, a tributary of Alameda Creek along the County of Alameda-maintained Palomares Road at Mile Post (MP) 8.60 and 8.75 to improve anadromous and resident fish passage. Additional work will occur within the stream on privately owned lands. The project will include a full replacement of culvert MP 8.60 and a culvert retrofit at MP 8.75. The crossings are spaced 800 feet apart and the overall channel slope between them is 9.0 percent.

Upstream Crossing, Mile Post 8.60

The culvert crossing at MP 8.60 is located approximately 6,400 feet (1.21 miles) upstream of the Stonybrook Creek confluence with Alameda Creek. The existing crossing consists of a grouted masonry channel 31 feet in length and a concrete bridge deck in good condition. The masonry channel under the bridge was constructed in 1938 and has since been grouted. It has a trapezoidal shape with a bottom width of approximately 9.0 feet and bottom slope of 3.9 percent.

The design at the upstream crossing includes: removal of the existing concrete and masonry culvert while providing temporary traffic access, re-grading of the channel in the vicinity of the crossing, with the placement of a new pre-cast concrete bridge. The bridge replacement consists of modular blocks that are used to construct wingwalls and bridge abutments, and precast deck panels that span the bridge opening. Paving of the final roadway over the new bridge is also included. A custom bridge design is required to be completed by the Contractor and submitted to the County and District for review.

During construction, a temporary crossing will be used. Contractor shall furnish and install a Temporary Creek Crossing that will allow vehicular travel in a single direction for the duration of the construction. Lane width shall be 14 feet minimum. Crossing must accommodate CalFire vehicles. Guard rails shall be attached to the temporary crossing. Contractor shall grade and provide the approaches from the existing Palomares Road to the temporary crossing. A custom temporary bridge design is required to be completed by the Contractor and submitted to the County and District for review.

Downstream Crossing, Mile Post 8.75

The culvert crossing at MP 8.75 is located approximately 5,500 feet (1.04 miles) upstream of the Stonybrook Creek confluence with Alameda Creek. The crossing is a reinforced concrete box that is 8 feet wide and 9 feet tall. The culvert is 89.4 feet in length, including the inlet and outlet aprons, and has an overall slope of 7.3 percent. The crossing contains a large fill prism and the roadway is over 25 feet above the culvert invert.

The plan for the crossing at MP 8.75 includes installation of baffles throughout the box culvert and re-grading the upstream channel to eliminate the severe boulder jam in front of the culvert inlet. The preliminary baffle design optimizes fish passage conditions while avoiding a reduction in culvert capacity.

To eliminate the boulder jam at the inlet and improve upstream fish passage, this aggraded material will be removed. The channel will be regraded to have an overall slope of 10.8 percent, which is similar but slightly steeper than the natural channel grade between the two crossings. However, removal of additional material upstream to reduce the channel slope would necessitate excavation into bedrock. When regraded, the channel profile will be shaped into a step-pool morphology. The step-pool morphology will dissipate flow energy and provide fish passage conditions similar to the upstream channel.

Equipment access for work at MP 8.75 will be via the northeastern bank of the creek to the east of the existing roadway pull off.

All equipment will be staged in the eastbound lane of Palomares Road between MP 8.60 and MP 8.75. A staging area is located near the intersection of Palomares Road and Niles Canyon Road. Native rocks from the downstream boulder jam will be used for regrading the stream channel at the upper and lower crossings. Any excess material will be removed to the staging area. The project is located in an environmentally sensitive area and work must comply with permit requirements including dewatering of the work area, avoidance of sensitive habitat, and coordination with biological monitors.

A mandatory pre-bid meeting is scheduled on Monday, March 2, 2015 at 9:00 a.m. at the staging area located on the right hand side of Palomares Road (see Drawing Number G-002 for location of staging area. It is the first pull-off to the right after turning onto Palomares Rd from Niles Canyon Road). Bids will not be considered from Contractors who were not represented at the meeting.

A contract will not be awarded until all permits have been issued and are in possession of the Alameda County Resource Conservation District (see California Department of Transportation Standard Specifications, Section 3-1.01). Permits are currently applied for and expected to be received before the anticipated contract award date.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license, other appropriate license classification, or a combination of license classification which constitutes a majority of the work.

Plans, specifications and proposal forms may be reviewed and downloaded at:
<http://www.acrcd.org/NewsEvents/StonybrookRFP.aspx>

Plans, specifications and proposal forms may also be reviewed and obtained through arrangement with the Alameda County Resource Conservation District at (925) 371-0154 extension 100, weekdays between the hours of 8:00 a.m. and 1:00 p.m., at the office of the Alameda County Resource Conservation District, 3585 Greenville Road, Suite 2, Livermore, California, 94550-6710, and may be purchased for \$20.00 non-refundable plus \$10.00 postage and handling (if mailed).

The successful bidder shall furnish a bid bond, payment bond and a performance bond in a form and amount and from a surety acceptable to the District. The Engineer's Estimate for this project falls within the range of \$750,000 to \$1,250,000.

The Alameda County Resource Conservation District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for an award.

Pursuant to Section 1770 and following of the California Labor Code, the Contractor for the work shall be required to pay the general prevailing wage rates as determined by the Director of the Department of Industrial Relations ("DIR") of the State of California. Applicable wage rates are on file in the District's office and available for review upon request with the Project Manager.

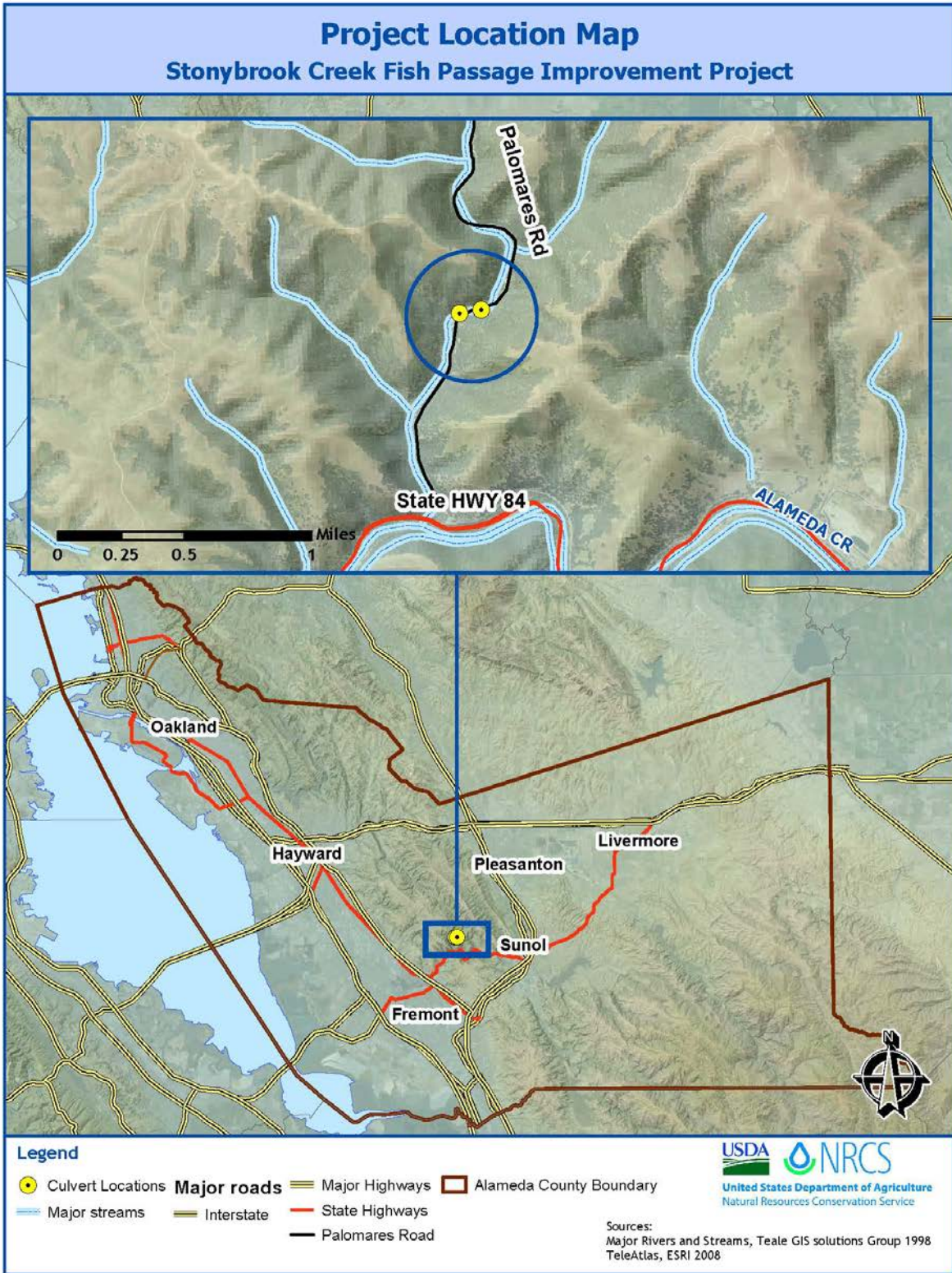
No bid will be considered unless it is made on a blank form furnished by the Alameda County Resource Conservation District and is made in accordance with the provisions of the Proposal Requirements and Conditions set forth under Section 2 of the Special Provisions.

The Contractor must provide its DUNS number to the District before the District will award a contract for this Project.

The Alameda County Resource Conservation District reserves the right to reject any or all bids, or to waive any irregularity in any bid.

Alameda County Resource Conservation District

LOCATION MAP



Project Location: Stonybrook Creek, a tributary of Alameda Creek along the County of Alameda-maintained Palomares Road at Mile Posts (MP) 8.60 and 8.75, upstream of the confluence of Stonybrook and Alameda Creek, in Castro Valley, CA

ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

SPECIAL PROVISIONS

STONYBROOK CREEK CROSSINGS AND FISH PASSAGE IMPROVEMENT PROJECT PALOMARES ROAD AT POSTMILES 8.60 AND 8.75

SECTION 1. CONSTRUCTION SPECIAL PROVISIONS AND PROJECT PLANS

1-1.01 GENERAL.

The work, requirements and provisions embraced herein shall be done in accordance with the Standard Specifications, State of California, Department of Transportation, dated May 2006 (the "Caltrans Standard Specifications"), the Alameda County Resource Conservation District Stonybrook Creek Crossings and Fish Passage Improvement Project (MP 8.60 and 8.75) Special Provisions (Appendix A, the "Construction Special Provisions"), Appendix B, the "Project Plans" dated February 2015, supplemented by the Standard Plans issued by the Department of Transportation dated 2006 (the "Caltrans Standard Specifications") insofar as the same may apply and in accordance with the following Special Provisions included herein.

Wherever in the Caltrans Standard Specifications, Construction Special Provisions, Notice to Contractors, Proposal, Contract, or other Appendices or contract documents the following terms are used, the intent and meaning shall be interpreted as follows unless context indicates otherwise:

- (a) The "Project Manager" means the Alameda County Resource Conservation District acting either directly or as represented by the USDA, Natural Resources Conservation Service.
- (b) The "District" means the Alameda County Resource Conservation District acting either directly or as represented by the USDA, Natural Resources Conservation Service.
- (c) The "Engineer" means GHD Inc, MLA Associates or other authorized agent of the District acting either directly or through duly authorized agents.
- (d) The "Inspector" means Alameda County Public Works Agency acting either directly or through duly authorized agents.
- (e) The "County of Alameda" means Alameda County Public Works Agency, acting either directly or through duly authorized agents
- (f) The "County" means the Alameda County Public Works Agency, acting either directly or through duly authorized agents.
- (g) The "Geotechnical Engineer" means Fugro Consultants Inc. or other authorized agent of the District
- (h) The "Qualified Biologist" means Alameda County Resource Conservation District acting either directly or through duly authorized agents.
- (i) The "Local Agency" means the Alameda County Resource Conservation District acting either directly or as represented by the USDA, Natural Resources Conservation Service.
- (j) The "State" means the Alameda County Resource Conservation District where reference is made to the agency administering the contract.
- (k) The "Attorney General" means the Counsel for the Alameda County Resource Conservation District.
- (l) The "Department" means the Alameda County Resource Conservation District.
- (m) The "Director" means the Project Manager of the Alameda County Resource Conservation District.
- (n) The "Caltrans Standard Specifications" means the State of California Department of Transportation Standard Specifications, May 2006 edition.
- (o) Specifications means the directions, provisions and requirements contained in the Caltrans Standard Specifications as supplemented by the special provisions in this document and Appendix A: Construction Special Provisions.
- (p) Special provisions means specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Caltrans Standard Specifications.

- (q) Construction Special Provisions are set forth in Appendix A, and comprise Alameda County Standard Special Provisions as modified for this project
- (r) Plans means the Project Plans as supplemented by applicable Caltrans Standard Plans
- (s) Project Plans means specific details and dimensions peculiar to the work and are supplemented by the Caltrans Standard Plans insofar as the same may apply
- (t) Caltrans Standard Plans mean The Standard Plans issued by the California Department of Transportation, referenced on some Project Plans
- (u) The "Highway" means the site of the work.

1-1.02 PRIORITY OF DOCUMENTS.

In cases where there may be conflicting provisions or requirements between any of the contract documents, the order of priority shall be as follows -- beginning with the highest priority and ending with the lowest priority:

- 1. Permits from other agencies as may be required by law.
- 2. Approved Contract Change Orders.
- 3. The Agreement between the Alameda County Resource Conservation District and the Contractor.
- 4. The Notice to Contractors.
- 5. The approved Construction Special Provisions
- 6. The approved Project Plans.
- 7. The California Standard Specifications, May 2006 edition.
- 8. The Bid to the Alameda County Resource Conservation District.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL.

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Caltrans Standard Specifications and these Special Provisions for the requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

The first sentence of the second paragraph in Section 2-1.05, "Proposal Forms" of the Caltrans Standard Specifications is amended to read:

The Proposal Form is bound in a book together with the Notice to Contractors and Special Provisions.

The fourth paragraph in said Section 2-1.05 is amended to read:

All proposal forms shall be obtained from the Alameda County Resource Conservation District, 3585 Greenville Road, Suite 2, Livermore, California 94550-6710.

The first paragraph in Section 2-1.07, "Proposal Guarantee" of the Caltrans Standard Specifications is amended to read:

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the Alameda County Resource Conservation District.

The first sentence of the last paragraph in said Section 2-1.07 is amended to read:

A Bidder's Bond shall conform to the bond form included in the document entitled "Special Provisions, Notice to Contractors, and Proposal" for the project and shall be properly filled out and executed.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guarantee" of the Caltrans Standard Specifications will be found following the signature page of the Proposal.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

2-1.02 BIDS SHALL INCLUDE

In addition to the documents described in Section 2-1.01 of these Special Provisions:

- A. Bids shall be made on the form included with these documents. All items on the form must be filled out; numbers must be stated in figures and signatures of all individuals must be in longhand. The completed form must be without interlineations, alterations or erasures.
- B. All prices or notations must be typed or written in ink. Bids written with pencil will not be accepted. Bidders must verify all quotations before submission, as they cannot be corrected after the bids are opened.
- C. All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.
- D. All addenda or bulletins issued during the time of bidding are to be included in the bid, and upon execution of a Contract they will become a part thereof.
- E. Bids shall include a list of Subcontractors with:
 - (a) The name and location of the place of business, and the California contractor license number of each subcontractor performing the work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the contractor's total bid.
 - (b) The portion of the work to be done by each subcontractor.
- F. The required bidder's bond or equivalent cashier's check shall accompany the bid.
- G. Completed Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 7106 Non-Collusion Affidavit, Disclosure of Lobbying Activities and Certification of Compliance with the Iran Contracting Act of 2010.
- H. Bids may be withdrawn by the bidder prior to, but not after, the time fixed for opening of the bids.

2-1.03 INTERPRETATION OF DOCUMENTS.

Should a bidder find discrepancies and/or omissions or should he or she be in doubt as to their meaning, he or she shall immediately notify the Project Manager, Alameda County Resource Conservation District, 3585 Greenville Road, Suite 2, Livermore, California 94550-6710, (925) 371-0154 extension 115. Should the Project Manager determine it necessary, a written Addendum will be sent to all bidders. The District will not be responsible for any oral interpretations or instructions.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the Caltrans Standard Specifications for

the requirements and conditions concerning award and execution of contract. Section 3-1.01 applies with the following conditions: Contract will not be awarded until project funding and all permits have been issued and are in possession of the Alameda County Resource Conservation District; accordingly all bid proposals will remain open and subject to acceptance for ninety (90) days after the bid submission date and may not be withdrawn during that time period. Any additional permits that the Contractor is required to obtain may be secured after the award of the contract.

SECTION 4. BEGINNING OF WORK

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to Section 8 of the Caltrans Standard Specifications. Section 8-1.03, "Beginning of Work, Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," all apply along with these Special Provisions.

Upon issuance of the following phasing discussed below, the Contractor shall conduct work according to the following schedule, in lieu of any conflicting provisions in the Caltrans Standard Specifications.

The following phasing is proposed for the Project.

1. **Notice to Proceed #1** will be issued to the Contractor upon Alameda County Resource Conservation District Board of Directors approval of the selected contractor. The Contractor shall begin work within 10 calendar days after receiving Notice to Proceed#1.
2. **Notice to Proceed #2** will be issued to the Contractor upon approval of the final construction design by the County, Engineer and District by June 15, 2015.
3. Final Completion of all bid items on or before October 15, 2015.

The Contractor shall pay to the Alameda County Resource Conservation District as liquidated damages, not as a penalty, the sum of \$1000.00 (ONE THOUSAND DOLLARS) per day for each and every calendar day's delay, separately and cumulatively, in achieving Substantial and/or Final Completion in finishing the work of all Bid Items as noted above.

SECTION 5. GENERAL

5-1.01 PUBLIC SAFETY.

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Caltrans Standard Specifications.

5-1.02 PAYMENTS.

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07 "Payment After Acceptance," of the Caltrans Standard Specifications and these Special Provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Caltrans Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Caltrans Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

In lieu of the provisions of the third paragraph of Section 9-1.06, "Partial Payments," of the Caltrans Standard Specifications, which allow for reductions of amounts retained from partial payments, the District will retain five percent (5%) of the value of the work done from partial payments and from the final estimate until 30 days after the filing of the notice of completion.

5-1.03 UNANTICIPATED CULTURAL RESOURCES DISCOVERY.

Construction operations on this project may unearth or uncover cultural resources of a historic or prehistoric nature. If a possible cultural resource is revealed, the Contractor shall cease work immediately in the area of discovery and immediately notify the District. The Contractor shall protect the site from further damage. The right is reserved to the District and its authorized agents to enter upon the project site for the purpose of investigating and/or excavating and removing such resources. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor shall immediately notify the District of any delays to his operations as a direct result of the discovery of possible cultural resources which were not indicated on the Project Plans or in these Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in these Special Provisions. Any such delays will be considered right-of-way delays within the meaning of Section 8-1.09, "Right-of-Way Delays," and compensation for such delay will be determined in accordance with said Section 8-1.09. The Contractor shall be entitled to no other compensation for any such delay.

If the Contractor is delayed in completion of the project by reason of unanticipated cultural resources discovery, such delays will be considered to be caused by an act of the District within the meaning of Section 8-1.07, "Liquidated Damages," and an appropriate extension of time will be granted in accordance with said Section 8-1.07.

5-1.04 INDEMNIFICATION AND INSURANCE REQUIREMENTS.

The Contractor shall defend, hold harmless and indemnify Alameda County Resource Conservation District, the County of Alameda, Donald Bailey, Fay Louie et al, and their officials, officers, employees, contractors and agents ("Indemnitees") against all claims, including administrative or regulatory actions or fines, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees including reasonable attorney fees incurred in defense thereof, which arise out of or are in any way connected with the performance of this Agreement (collectively "Liabilities") except where those Liabilities are caused by the sole negligence or other wrongful conduct of any Indemnitee. The Contractor's contracts with any and all subcontractors for this Project shall incorporate this indemnity provision and name the Alameda County Resource Conservation District, the County of Alameda, Donald Bailey, Fay Louie et al, and their officials, officers, employees, contractors and agents, and each of them, as additional indemnitees.

In addition to any insurance requirements in the Caltrans Standard Specifications, Contractor shall also obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability not less than \$2,000,000.00 Combined Single Limit Bodily Injury and Property Damage, from a surety acceptable to the District.

Where applicable, appropriate coverage endorsements will be attached to include broad form contractual, broad form property damage, contractor's protective, products/completed operations, XCU, auto and non-owned auto, personal injury, and fire legal liability.

1. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000 for the Contractor shall be disclosed to and be subject to approval by the District prior to the effective date of this contract.
2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the contract and continue coverage for a

period of three years after the expiration of the contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this contract.

Such insurance shall include Alameda County Resource Conservation District, and their officials, officers and employees as additional insured and shall not be reduced or canceled without 30 days written prior notice certain to the District. The insurance shall contain a "Cross Liability" endorsement which shall read as follows:

The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The contractor shall provide the District a certificate of insurance or, upon written request of the District, a certified copy of the policy as evidence of insurance protection provided.

Insurance certificates provided by any insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company," or similar language, are unacceptable.

Contractor shall obtain and maintain continuously, Worker's Compensation Insurance, to cover all the Contractor's employees and partners.

Certificates of liability, workers' compensation, and insurance as described herein, must be submitted, as specified in the Proposal, to the District within fifteen (15) days not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. These certificates shall be approved by the District prior to the contract being approved.

5-1.05 CONTRACT BONDS.

Attention is directed to the provisions in Section 3-1.02 of the Caltrans Standard Specifications. The amounts of the two bonds referred to shall be as follows:

- Payment Bond - One hundred percent of the contract price
- Performance Bond - One hundred percent of the contract price

The two bonds will not be accepted unless each conforms to its respective bond form included herein, and is properly filled out and executed. Additional bond forms may be obtained at the Alameda County Resource Conservation District office, 3585 Greenville Road, Suite 2, Livermore, California 94550-6710.

5-1.06 AIR POLLUTION CONTROL.

Air pollution control shall conform to the provisions in Section 7-1.01F, "Air Pollution Control," of the Caltrans Standard Specifications.

5-1.07 PERMITS AND LICENSES.

Attention is directed to Section 7-1.04, "Permits and Licenses," paragraph 3, of the Caltrans Standard Specifications and these Special Provisions.

- A Regional Water Quality Control Board Section 401 Water Quality Certification and Certification of Waste Discharge Requirements has been obtained by the District. A copy of the certification will be provided to the contractor (CIQWS Place ID: 802049).
- A Department of the Army Nationwide Section 404 Permit has been obtained by the District.

A copy of the permit will be provided to the contractor (File No. 1972-278980S).

- A State of California Department of Fish & Wildlife Streambed Alteration Agreement has been obtained by the District. A copy of the agreement will be provided to the contractor (Notification No. 1600-2013-0467-R3).
- A Department of the Interior US Fish and Wildlife Service Section 7 Endangered Species Consultation has been obtained by the District. A copy of the consultation will be provided to the contractor (File No: 08ESMF000-2014-F-0462).
- A CEQA Mitigated Negative Declaration has been approved for the project. A copy of the Mitigated Negative Declaration will be provided to the contractor.
- The Contractor shall obtain a General Construction Permit, including a Stormwater Pollution Prevention Plan or waiver if eligible.
- Other County Permits

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

5-1.08 NOTICE OF POTENTIAL CLAIM.

Section 9-1.04, "Notice of Potential Claim," of the Caltrans Standard Specifications is amended to read:

9-1.04 Notice of Potential Claim.--The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor provides the Alameda County Resource Conservation District timely written notice of potential claim as hereinafter specified.

The written notice of potential claim shall be submitted to the Project Manager prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on a form furnished by the District upon request and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit written documentation substantiating his actual costs. Failure to do so in a timely manner shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely provided.

In the event a Contractor submits a claim to the District, and the District feels that the Contractor's documentation submitted to substantiate that claim is inadequate or incomplete, the District shall have the right to audit Contractor records related to the project and the claim and to request the Contractor to provide additional written documentation substantiating the claim. Should the District, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Contractor that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the District to be pertinent to the potential claim, timely available to the District for inspection and copying.

5-1.09 FINAL PAYMENT AND CLAIMS.

Section 9-1.07B, "Final Payment and Claims, of the Caltrans Standard Specifications is amended to read:

9-1.07B Final Payment and Claims.--After acceptance by the Project Manager, he will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Project Manager receives such written approval or statement of claims no later than close of business on the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Project Manager shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if no claims are filed within said period of 30 days, the Project Manager will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the District will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the Project Manager will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the District will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Claims shall be filed in accordance with Public Contract Code Section 20104.2. Pertinent sections are excerpted below:

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.

Claims shall be filed in accordance with Public Contract Code §§ 20104 *et seq.* the undersigned,

_____,
(Name)

_____,
(Title)

_____,
(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____
/s/ _____

Subscribed and sworn before me this _____ day
of _____

Notary Public
My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the District at its discretion.

Any costs or expenses incurred by the District in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the District within the meaning of the California False Claims Act.

5-1.10 HAZARDOUS SUBSTANCES.

It shall be the responsibility of the Contractor to inform his employees, his subcontractors and their employees, and the employees of the District, of any hazardous substances to which they may be exposed which are known to exist, or are designated to be used within the project limits.

Hazardous substances are those listed in:

1. **The State of California Project Manager of Industrial Relations List of Hazardous Substances** (Section 339 of Title 8, CAC)
2. **29 CFR Part 1910, Subpart Z, Toxic and Hazardous Substances**, Occupational Safety and Health Administration (OSHA)
3. **Threshold Limit Values for Chemical Substances in the Work Environment**, American Conference of Governmental Industrial Hygienists (ACGIH), 1984

4. National Toxicology Program (NTP), **Third Annual Report on Carcinogens**, 1983
5. International Agency for Research on Cancer (IARC), **Monographs**, Volumes 1-34.

Any other substances which present a physical or health hazard(s) as determined by scientific evidence.

All employees shall be instructed in the recognition and proper method of handling the hazardous substances, the procedures for protecting themselves from injury, and the first aid procedures recommended in the event of injury.

5-1.11 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

5-1.12 COMPENSATION.

Except as otherwise provided herein, full compensation for all expenses involved in conforming to the requirements of Section 5 of these Special Provisions shall be considered as included in the unit prices paid for the various contract items and no additional compensation will be allowed therefor.

5-1.13 FLOW-DOWN CLAUSES.

The following section of the Cooperative Agreement between the Alameda County Resource Conservation District and the Natural Resources Conservation Service, the entity funding this Project, is incorporated by reference and made a part of these Special Provisions.

- ◆ Certification Regarding Lobbying
Attention is directed to the Proposal Form for the Certification Regarding Lobbying, and to Standard Form LLL attached as Appendix C. If Standard Form LLL is applicable to the Contractor, it is to be filled out by the Contractor upon receiving the Notice of Award and must be completed before the District issues a Notice to Proceed.
- ◆ Certification Regarding Responsibility Matters
Attention is directed to the Proposal Form for the Certification Regarding Responsibility Matters.
- ◆ Clean Air and Water Act Certification
Attention is directed to the Proposal Form for the Clean Air and Water Act Certification.
- ◆ Equal Opportunity; Certification Regarding Non-Segregated Facilities
Attention is directed to Appendix D, Equal Opportunity (Federally Assisted Construction Contractors).
- ◆ Examination of Records
The selected Contractor must give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. The selected Contractor must retain all records

related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

- ◆ The Contractor must provide its DUNS number to the District before the District will award a contract for this Project.
- ◆ Attention is directed to Appendix E, Reporting of Total Compensation of Executives.

5-1.4 PROJECT CONSTRUCTION SCHEDULE.

Attention is directed to Section 8 of the Caltrans Standard Specifications. Section 8-1.04, "Progress Schedule," applies along with these Special Provisions.

The Contractor, within 5 days after the date of the issuance Notice to Proceed #1, shall prepare and submit for the District's review, a detailed schedule for the work. The progress schedule shall be related to the entire Project. This schedule shall indicate in detail the dates for the starting and completion of the various stages of construction and shall conform with all permit requirements. The Project Schedule shall be revised as required by the conditions of the work, subject to the Project Manager's approval. The schedule must specify the hours of work to be followed throughout the project. Construction activities cannot take place before 7 am or after 7 pm Monday through Friday or before 8 am or after 5 pm on Saturday and Sunday in accordance with Alameda County Noise Ordinance 6.60.070 –Special Provisions or Exceptions – Paragraphs D and E. If the Contractor needs to work outside of normal business hours (hereby defined as Monday through Friday, 7 a.m. to 7 p.m.), the District shall be given a minimum of 48 hours notice prior to start of such revised work schedules to appropriately allocate required inspection services.

5-1.5 AUTHORITY OF DISTRICT REPRESENTATIVE

The District's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of plans and specifications and the fulfillment of the contract by the Contractor.

5-1.6 SUBCONTRACTORS

- (a) Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of Public Contracts Code Section 4100, et seq.
- (b) Contractor shall submit to the District the following information:
 - (i) The name, California contractor's license number and location of the place of business of each subcontractor performing the work, labor or rendering construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the contractor's total bid.
 - (ii) The portion of the work to be done by each subcontractor.
- (c) The contractor shall list only one subcontractor for each portion of the work identified in the bid.

SECTION 6. (BLANK – INTENTIONALLY OMITTED)

SECTION 7. (BLANK – INTENTIONALLY OMITTED)

SECTION 8. MATERIALS

8-1.01 GENERAL.

Attention is directed to the Construction Special Provisions, to Section 6, "Control of Materials," of the Caltrans Standard Specifications, and to these Special Provisions. The Construction Special Provisions take priority over the Caltrans Standard Specifications regarding materials. The payment provisions in these Special Provisions, Construction Special Provisions, and the Contract shall take priority over any payment provisions in the Caltrans Standard Specifications, if there is any conflict.

8-1.02 MATERIALS.

Attention is directed to Section 6-1.01, "Source of Supply and Quality of Materials," and Section 6-1.04, "Defective Materials" of the Caltrans Standard Specifications and these Special Provisions.

The Contractor shall provide all materials.

8-1.03 MEASUREMENT OF QUANTITIES.

Attention is directed to the provisions in Section 9-1.01, "Measurement of Quantities," of the Caltrans Standard Specifications.

Except as otherwise stated, payment for all bid items shall be made on a lump sum basis, based on the acceptance of final products or final grades by the Engineer, as required for each item by these plans and specifications. Quantities to be measured for payment will be identified on the Bid Schedule in the Proposal.

SECTION 9. DESCRIPTION OF WORK

The Stonybrook Creek Crossings and Fish Passage Improvement Project includes two culvert improvements that cross Stonybrook Creek, a tributary of Alameda Creek along the County of Alameda-maintained Palomares Road at Mile Post (MP) 8.60 and 8.75. Additional work will occur within the stream on privately owned lands. The project will include a full replacement of culvert MP 8.60 and a culvert retrofit at MP 8.75. The crossings are spaced 800 feet apart and the overall channel slope between them is 9.0 percent.

Upstream Crossing, Mile Post 8.60

The culvert crossing at MP 8.60 is located approximately 6,400 feet (1.21 miles) upstream of the Stonybrook Creek confluence with Alameda Creek. The existing crossing consists of a grouted masonry channel 31 feet in length and a concrete bridge deck in good condition. The masonry channel under the bridge was constructed in 1938 and has since been grouted. It has a trapezoidal shape with a bottom width of approximately 9.0 feet and bottom slope of 3.9 percent.

The design at the upstream crossing includes: removal of the existing concrete and masonry culvert while providing temporary traffic access, re-grading of the channel in the vicinity of the crossing, with the placement of a new pre-cast bridge. The bridge replacement consists of modular blocks that are used to construct wingwalls and bridge abutments, and precast deck panels that span the bridge opening. Paving of the final roadway over the new bridge is also included. .

During construction, a temporary crossing will be used. Contractor shall furnish and install a Temporary Creek Crossing that will allow vehicular travel in a single direction for the duration of the construction. Lane width shall be 14 feet minimum. Crossing must accommodate CalFire vehicles. Guard rails shall be attached to the temporary crossing. Contractor shall grade and provide the approaches from the existing Palomares Road to the temporary crossing. A custom temporary bridge design is required to be completed by the Contractor and submitted to the County and District for review.

Downstream Crossing, Mile Post 8.75

The culvert crossing at MP 8.75 is located approximately 5,500 feet (1.04 miles) upstream of the Stonybrook Creek confluence with Alameda Creek. The crossing is a reinforced concrete box that is 8

feet wide and 9 feet tall. The culvert is 89.4 feet in length, including the inlet and outlet aprons, and has an overall slope of 7.3 percent. The crossing contains a large fill prism and the roadway is over 25 feet above the culvert invert.

The plan for the crossing at MP 8.75 includes installation of baffles throughout the box culvert and regrading the upstream channel to eliminate the severe boulder jam in front of the culvert inlet. The preliminary baffle design optimizes fish passage conditions while avoiding a reduction in culvert capacity.

To eliminate the boulder jam at the inlet and improve upstream fish passage, this aggraded material will be removed. The channel will be regraded to have an overall slope of 10.8 percent, which is similar but slightly steeper than the natural channel grade between the two crossings. However, removal of additional material upstream to reduce the channel slope would necessitate excavation into bedrock. When regraded, the channel profile will be shaped into a step-pool morphology. The step-pool morphology will dissipate flow energy and provide fish passage conditions similar to the upstream channel.

Equipment access for work at MP 8.75 will be via the northeastern bank of the creek to the east of the existing roadway pull off.

All equipment will be staged in the eastbound lane of Palomares Road between MP 8.60 and MP 8.75. A staging area is located near the intersection of Palomares Road and Niles Canyon Road. Native rocks from the downstream boulder jam will be used for regrading the stream channel at the upper and lower crossings. Any excess material will be removed to the staging area. The project is located in an environmentally sensitive area and work must comply with permit requirements including dewatering of the work area, avoidance of sensitive habitat, and coordination with biological monitors.

SECTION 10. CONSTRUCTION DETAILS

Attention is directed to the Construction Special Provisions Appendix A. The Construction Special Provisions take priority over the Caltrans Standard Specifications regarding construction operations and payment, if there is any conflict.

(Proposal -- Do Not Detach)

PROPOSAL

TO THE ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

FOR THE

***STONYBROOK CREEK CROSSINGS AND FISH PASSAGE IMPROVEMENT PROJECT
PALOMARES ROAD AT POSTMILES 8.60 AND 8.75***

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO. AREA CODE (_____) _____

FAX NO. AREA CODE (_____) _____

The work is to be performed in accordance with the Construction Special Provisions hereto annexed and also in accordance with the Project Plans, dated February 2015, the Caltrans Standard Specifications, dated May 2006; which said Construction Special Provisions, Project Plans, Caltrans Standard Specifications are hereby specially referred to and by such reference made a part hereof.

THIS PROPOSAL WILL REMAIN SUBJECT TO ACCEPTANCE FOR NINETY (90) DAYS AFTER THE DATE OF SUBMISSION AND MAY NOT BE WITHDRAWN DURING THAT TIME PERIOD.

TO THE ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

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 he or she has carefully examined the location of the proposed work, the annexed proposed form of contract and the plans therein referred to; and he or she proposes, and agrees if this proposal is accepted, that he or she will contract with the Alameda County Resource Conservation District in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he or she will take in full payment therefor the following item prices, to wit:

BID SCHEDULE

STONYBROOK CREEK CROSSINGS AND FISH PASSAGE IMPROVEMENT PROJECT PALOMARES ROAD AT POSTMILES 8.60 AND 8.75

ITEM NO.	DESCRIPTION OF WORK	SPEC NO.	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Video Record of Existing Conditions	CT XX	n/a	LS	\$_____	\$_____
2	Mobilization & Demobilization	CT 1 and 9	n/a	LS	\$_____	\$_____
3	Construction Staking	SP	n/a	LS	\$_____	\$_____
4	Traffic Control	SP and CT 12	n/a	LS	\$_____	\$_____
5	Disposal of Materials	SP and CT 7-1.13	40	CY	\$_____	\$_____
6	Clearing and Grubbing	SP and CT 16	n/a	LS	\$_____	\$_____
7	Erosion and Sediment Control	CT 21	n/a	LS	\$_____	\$_____
8	Concrete Removal	SP and CT 15-3	225	CY	\$_____	\$_____
9	Structure Excavation	SP and CT 19	900	CY	\$_____	\$_____
10	Structure Backfill	SP and CT 19	195	CY	\$_____	\$_____
11	Stream Diversion and Removal of Water	SP and CT 74	n/a	LS	\$_____	\$_____
12	Temporary Traffic Control and Signage	SP and CT 12	n/a	LS	\$_____	\$_____
13	Asphalt Concrete	SP and CT 39	23	TON	\$_____	\$_____
14	Class II Aggregate Base	SP and CT 26	31	TON	\$_____	\$_____
15	Traffic Stripes, Pavement Markings and Pavement Markers Removal	SP and CT 15-2	n/a	LS	\$_____	\$_____
16	Adjustment of Existing Survey Monuments	SP and CT 90	6	EA	\$_____	\$_____
17	New Standard Concrete Monuments	SP and CT 90	3	EA	\$_____	\$_____

18	Painted Traffic Stripes	SP and CT 84	120	LF	\$_____	\$_____
19	Pavement Markers	SP and CT 85	2	EA	\$_____	\$_____
20	Pavement Reinforcing Fabric	CT 39- 4.03, 88, 92	550	SY	\$_____	\$_____
21	Installation of Roadside Signs	CT 56-2	n/a	LS	\$_____	\$_____
22	Demolition and Disposal	SP	n/a	LS		
23	Channel Regrade with Native Rock	SP, CT 19	n/a	LS	\$_____	\$_____
24	Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls and Guardrails	SP, CT 51	n/a	LS	\$_____	\$_____
25	Temporary Creek Crossing	SP and CT 55	n/a	LS	\$_____	\$_____
26	Construct Baffles and Refinish Existing Culvert	SP and CT 70, 52 and 90	n/a	LS	\$_____	\$_____
TOTAL ALL BID ITEMS						\$_____

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each bid 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 the 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 District's Final Estimate of cost.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the Alameda County Resource Conservation District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or omit portions of the work, as may be deemed necessary or advisable by the Engineer. The District reserves the right to eliminate items from the contract as it deems necessary to meet existing budget amounts.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums determined as specified, with surety satisfactory to the District, and fail to provide certificates of insurance that may be required within fifteen (15) days, not including Sundays and legal holidays, after the bidder has received notice from the Project Manager that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Alameda County Resource Conservation District.

ANY BIDDER ATTEMPTING TO INFLUENCE DISTRICT STAFF OR THE DECISION-MAKERS, OR ANY OTHER INTERFERENCE WITH OR DEVIATION IN THE BID PROCESS, MAY RESULT IN THE DISQUALIFICATION OF THE BIDDER.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance 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 SECTION 10232 STATEMENT

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

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury 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 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, Director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 7106 AFFIDAVIT

**“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, 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 to 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, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such 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 _____[date], at _____[city], _____[state].”

CERTIFICATION

of Compliance with the Iran Contracting ACT of 2010

(Applicable to Contract Value of \$1 million or more)

The Contractor certifies under penalty of perjury that it is not prohibited from submitting this bid by the provisions of the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

Note: Providing a false certification will result in referral to the Attorney General for prosecution and imposition of substantial civil penalties up to twice the contract value and a prohibition from bidding on public entity contracts for a period of three years. Providing a false certification may result in termination of an awarded contract. The above certification is part of the Bid Proposal. Failure to complete this certification will result in the bid being deemed incomplete and non-responsive.

BIDDER'S COMPANY NAME: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

End of Certification

**UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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

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

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

Organization, Name, Award Number or Project Name:

Name and Title of Authorized Representative:

Signature and Date:

CERTIFICATION REGARDING RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) **Are ___ are not ___** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have ___ have not ___**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) **Are ___ are not ___** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have ___ have not ___**, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror **has ___ has not ___**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general

manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

CLEAN AIR AND WATER ACT CERTIFICATION

The recipient signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

SUBCONTRACTOR LISTING
(PCC Section 4100, et seq.)

Contractor _____

Contract No. _____

Address _____

Subcontractor (Name and Address)	Contractor License No.	Bid Item Number	% of Bid Item (When a portion of an item is subcontracted, describe the portion)	\$ Value of Work
<hr/>				

Signed _____ Date _____
Contractor

ADDENDA: This proposal is submitted with respect to the changes to the contract documents specified in addendum numbers: _____

included herewith.

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND" AS THE CASE MAY BE.)
in amount equal to at least ten percent of the total of the bid.

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

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

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

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, 10285.1, and 7106 are true and correct.

Date: _____

SIGN HERE: -

-

-

SIGNATURE OF BIDDER

Business Address _____

Place of Business _____

Place of Residence _____

BIDDER'S BOND
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ as PRINCIPAL, and

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

Livermore
(Name of City where bids will be opened)

California, on _____
(Date of Bid Opening)

For
the Alameda County Resource Conservation District Stonybrook Creek Crossings and Fish Passage
Improvement Project Palomares Road At Postmiles 8.60 And 8.75

BIDDER'S BOND

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

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

IN WITNESS WHEREOF, we have hereunto set our hands on this _____ day of _____
A.D. 20__.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature

Signature

Name and Title

Name and Title

NOTE: Signatures of those executing for the surety must be notarized.

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") dated _____, is in the penal sum of _____ [Contract Amount (\$)], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to _____ [Name of Contractor] ("Contractor"), _____ ("Surety"), Alameda County Resource Conservation District ("District ") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

Alameda County Resource Conservation District
3585 Greenville Drive, Ste. 2
Livermore, CA 94550
ATTN.: Leslie Koenig

**CONSTRUCTION CONTRACT
STONYBROOK CREEK CROSSING AND
FISH PASSAGE IMPROVEMENT PROJECT**

DATED _____, 2014 in the amount of _____ [Contract Amount (\$)]

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature

Signature

Name and Title

Name and Title

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor completely and properly performs all of its obligations under the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no District Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 District has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 District has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 The Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When District has satisfied the conditions of Paragraph 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions (provided, that unless and until District has actually terminated Contractor for default, the Surety need only respond to District and commence a diligent investigation, not make an election):
 - 4.1 Arrange for the Contractor, with consent of District, to perform and complete the Construction Contract (but District may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, but District may reject use of the Contractor as an agent of independent contractor; or
 - 4.3 Obtain bids from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract (other than the original contractor), and, upon determination by District of the lowest responsible bidder, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if the Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to District the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with District, determine in good faith its monetary obligation for which it may then be liable to District under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to District with full explanation of the payment's calculation. If District accepts the Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then

unknown or unliquidated resulting from the Contractor Default. If District disputes the amount of Surety's tender under this paragraph 4.4, District may exercise all remedies available to it at law to enforce the Surety's liability under paragraph 6, below.

5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from District to the Surety demanding that the Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. The Surety's monetary obligation under this Bond is limited to the amount of this Bond, plus the Balance of the Contract Sum paid hereunder. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Construction Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of the Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and the Contractor regarding the Construction Contract, or in the courts of the County of Alameda, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, District or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

- 12.1 Balance of the Contract Sum: The total amount payable by District to the Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between District and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("Bond") dated _____, is in the penal sum of _____ [Contract Amount (\$)], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to _____ [Name of Contractor] ("Contractor"), _____ ("Surety"), Alameda County Resource Conservation District ("District ") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

Alameda County Resource Conservation District
3585 Greenville Drive, Ste. 2
Livermore, CA 94550
ATTN.: Leslie Koenig

CONSTRUCTION CONTRACT
STONYBROOK CREEK CROSSING AND
FISH PASSAGE IMPROVEMENT PROJECT

DATED _____, 2014 in the amount of _____ [Contract Amount (\$)]

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature

Signature

Name and Title

Name and Title

BOND TERMS AND CONDITIONS

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified the Contractor and the Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no District Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §8000, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
6. Amounts due the Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Contractor and the Surety under this Bond.
7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.
10. Notice to the Surety, District or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, District or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§9550, 9554, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1.1 Claimant: An individual or entity having a direct contract with this Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Employment Development Department as referred to in Civil Code §9554(b).
 - 13.1.2 Construction Contract: The agreement between District and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 13.1.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

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APPENDIX A

Construction Special Provisions

for the

STONYBROOK CREEK CROSSINGS AND FISH PASSAGE IMPROVEMENT

PROJECT PALOMARES ROAD AT POSTMILES 8.60 AND 8.75

FEBRUARY 2015



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11. PROJECT SPECIAL PROVISIONS

11.1 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

As specified in Section 11.18, "SURVEY MONUMENT PRESERVATION," the Contractor shall submit and obtain County Surveyor written acceptance of the required Pre-Construction Corner Records before construction commences on the project.

Within 30 calendar days of the Notice to Proceed, the Contractor shall excavate, probe, and determine the exact locations, both horizontally and vertically, of all utilities within the roadway. Any utilities that are in conflict with the proposed work shall be relocated by the respective utility companies. If any utilities are in conflict with the proposed work, the Contractor shall notify the Engineer in writing of the location and elevation of the utility line that is in conflict. The Contractor shall coordinate all work with the utility companies under the direction of the Engineer. The Contractor will be allowed additional working days equal to the number of working days that the relocation of utilities delays his work. No compensation will be allowed for idle time of equipment during the utility relocation.

Construction shall progress according to the stages identified on the plans. The stages shall be completed, with one stage being completed before the next stage is started.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

11.2 CONSTRUCTION STAKING

The approved plans provide sufficient information for a qualified surveyor to lay out the project. All working stakes shall be established by a licensed Land Surveyor or a registered Civil Engineer authorized to practice land surveying pursuant to Section 8725 of the Business and Professions Code of California. The Contractor shall be held responsible for the correctness of such working stakes. The Contractor shall furnish the County Engineer legible notes ten (10) calendar days prior to the Contractor starting work in the area staked. The notes shall show the location of the working stakes in relation to the construction center line or reference line, and all calculations used to reach the results of information written on the working stake marker. The location of the working stakes shall conform to the latest edition of the Caltrans Surveys Manual as shown in Chapter 12. Channel centerline shall be staked at 25-foot spacing. Tops of Cascades and Steps should be staked.

The Contractor shall provide a qualified "Grade Setter" to check horizontal and vertical alignment of all improvements in progress so that improvements will be built to conform to the lines, widths, and grades on the approved plans or any change order issued by the County Engineer. The Contractor shall make available the "Grade Setter" to work with the County's Inspector on checking or verifying all grade stakes, blue tops, form work, etc., when requested by the Inspector. The "Grade Setter" shall provide all necessary equipment and tools to perform this work.

Regardless of any opportunity to review the survey work by the District, the Contractor shall assume absolute responsibility and liability for the accuracy and completeness of all aspects of the improvement project and the construction layout.

Since this is a Lump Sum Bid Item, the Contractor is responsible for any and all restaking expenses. The only exception is if there is found to be an error in the approved plans. All additional cost considerations will be included as part of any Change Order.

The Contractor shall preserve all survey points required for setting stakes to control the line and grade of the construction. Any of the aforementioned controls that are damaged will be replaced by the Contractor's licensed Land Surveyor at no cost to the District.

The price bid for Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for providing all survey work as necessary to construct the project, as specified herein and as directed by the Engineer.

Section 11.16, "ADJUSTMENT OF EXISTING SURVEY MONUMENTS," of these Construction Special Provisions is modified as follows:

The Contractor shall also provide for the surveying services to be done within this section.

No separate measurement or payment will be made for this item. Full compensation for providing surveying work will be considered as included in the contract lump sum price paid for Construction Staking, and no additional compensation will be allowed therefor.

Upon completion of the work, the Contractor shall furnish the County Surveyor with a letter written by the Contractor's licensed Land Surveyor stating that the surveying work complied with applicable sections of the Land Surveyor's Act.

The Contractor shall not be required to comply with Section 8771(b) of the Business and Professions Code of California. The County Surveyor shall file the corner records or record of surveys as required by Section 8771(b).

The price bid for Construction Staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for providing

all survey work as necessary to construct the project, as specified herein and as directed by the Engineer.

11.3 TRAFFIC

The Contractor's attention is directed to Section 11.5, "Traffic," of the CalTrans Specifications and these Construction Special Provisions.

The Contractor shall provide for through traffic and for ingress to and egress from all private property adjacent to the work; however, at times when the quality of workmanship can be improved and a better job obtained by the elimination of the through traffic, such traffic may, upon the approval of the Engineer, be temporarily diverted to other routes.

The Contractor shall give special attention to provide continuous and uninterrupted traffic to and from all schools and businesses on and adjacent to the work. He shall schedule and pursue his operations in such a manner that undesirable construction conditions will be minimized.

The Contractor shall provide watchmen and flagmen and shall provide and maintain such fences, barriers, signs, guardrails, red lights and other safety devices adjacent to and on the site at or near all barriers as may be necessary to control traffic and prevent accidents to the public. He shall furnish, place and maintain such lights as may be necessary for illuminating the said signs and fences. All traffic control measures shall conform to the requirements set forth in the current CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (California MUTCD), issued by the California Department of Transportation. Flagmen, while on duty, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" issued by the California Department of Transportation. Flagmen shall have no other duties. OPTICON controller shall be used for the temporary signal while the existing MP 8.60 bridge is being torn down and replaced. The County Inspector shall inspect and approve traffic signal operation prior to opening road to traffic.

If the Engineer determines, at any time during the project, the traffic control system is inadequate or not meeting the minimum standards specified in the current California MUTCD, the Engineer will notify the Contractor of the deficient areas that will require corrective actions by the Contractor. The Contractor shall take immediate corrective action to install additional measures necessary to maintain public safety to the satisfaction of the Engineer. If the Contractor fails to implement corrective measures within the time frame given by the Engineer or within forty-eight (48) hours after having been so directed by the Engineer, whichever is less, the District will have the right to do the corrective work in the interest of maintaining public safety. The Contractor shall be responsible for maintaining corrective measures installed by District forces. The costs associated with the District's corrective work will be deducted from any monies due or to become due the Contractor. The Contractor will have no rights to claim for the monies deducted from the

contract for such cause and for the District's taking over of the necessary work to maintain public safety.

The Contractor shall be fully responsible for accidents to the public and/or damages to public and private property on the site of the work, and at fences, barriers and other traffic control devices installed by him.

The Contractor shall maintain private entrances and shall construct such detours as may be necessary to properly conduct the work and to provide entrances to private property at all times.

The Contractor shall make all arrangements with property owners for the use of private land for detours and for any other purpose, and shall save the District and the County free from any liability incurred through the use or nonuse of such private property.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the CalTrans Standard Specifications. The base material of the construction area signs shall not be plywood.

Location of construction area signs shall be approved by the Engineer prior to installation.

Construction area signs to be installed in front of private property shall be installed between properties, at the property line, and as close as possible to the back of sidewalk or walkway. Construction area signs shall not block driveways and/or windows.

All sections of the California Vehicle Code shall be in full effect except as provided hereinafter. Section 591 and any other section excluding roads under construction from certain requirements of the Vehicle Code shall be in effect only as permitted by the Engineer. The Engineer's permission shall not be construed to relieve any person from the duty of exercising due care.

The Contractor shall provide access to pedestrian push buttons at all times.

A minimum of one paved traffic lane, not less than 12 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

No work that interferes with public traffic shall begin before 7 a.m. nor after 9 p.m. except work required under said Sections 7-1.08, "Public Convenience" and 7-1.09, "Public Safety" of the CalTrans Standard Specifications.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to re-establish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines,

limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

Full compensation for all work, materials, and incidentals, herein set forth shall be considered included in the lump sum price bid for Traffic Control. The County will furnish NO PARKING signs when required.

11.4 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the CalTrans Standard Specifications, these Construction Special Provisions, and as approved by the Engineer. Nothing in these Construction Special Provisions shall be construed as reducing the minimum standards specified in the current California MUTCD or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the CalTrans Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways), edgeline delineation shall be provided at all times for traveled ways open to public traffic.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

There is no separate payment for furnishing, placing, maintaining and removing temporary pavement delineation, regardless of the number of times it has to be performed for the duration of the project. All cost involved in complying with the provisions of this section is considered included in the contract lump sum price bid for "Traffic Control."

If the Engineer determines, at any time during the project, the temporary pavement delineation inadequate or not meeting the minimum standards specified in the current California MUTCD, the Engineer will notify the Contractor of the deficient areas that

will require corrective actions by the Contractor. The Contractor shall take immediate corrective action to install additional measures necessary to maintain public safety to the satisfaction of the Engineer. If the Contractor fails to implement corrective measures within the time frame given by the Engineer or within forty-eight (48) hours after having been so directed by the Engineer, whichever is less, the District will have the right to do the corrective work in the interest of maintaining public safety. The Contractor shall be responsible for maintaining corrective measures installed by District forces. The costs associated with the District's corrective work will be deducted from any monies due or to become due the Contractor. The Contractor will have no rights to claim for the monies deducted from the contract for such cause and for the District's taking over of the necessary work to maintain public safety.

11.5 UTILITIES

The Contractor's attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the CalTrans Standard Specifications and these Construction Special Provisions. The CalTrans Standard Specification is supplemented as follows:

The Contractor shall telephone Underground Service Alert (USA) at (800) 642-2444 a minimum of two working days prior to start of work so that underground facilities can be approximately located and marked on the surface by the various utilities.

The Contractor shall, prior to start of construction, excavate, probe, and determine the exact locations, both horizontally and vertically, of all utilities within the roadway. Any utilities that are in conflict with the proposed work shall be relocated by the respective utility companies. If any utilities are in conflict with the proposed work, the Contractor shall notify the Engineer in writing of the location and elevation of the utility line that is in conflict. The Contractor shall coordinate all work with the utility companies under the direction of the Engineer. The Contractor will be allowed additional working days equal to the number of working days that the relocation of utilities delays his work. No compensation will be allowed for idle time of equipment during the utility relocation. Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

11.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or Class I hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a Class I hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or Class I hazardous substance has not been rendered harmless, the Contractor may continue work in

unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.2 of the Health and Safety Code, all such removal of asbestos or Class I hazardous substances including any exploratory work to identify and determine the extent of such asbestos or Class I hazardous substance will be performed under Force Account.

11.7 DISPOSAL OF MATERIALS

The Contractor shall place all leftover rocks in the existing fenced Staging Area near the intersection of Palomares Road and Niles Canyon Road. The District has not made arrangements for disposal of materials or disposal of excess excavated materials from the project. All materials and excess excavated and unsuitable material shall be disposed of by the Contractor in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications, except that written permission of the Engineer for disposal of material will not be required and payment for disposal of materials will be made in accordance with these Construction Special Provisions.

The existing asphalt concrete pavement may have pavement reinforcing fabric.

Various disposal facilities have different criteria for accepting materials from a project site. It is the Contractor's responsibility to dispose of the excavated or unsuitable materials that are not reused in the project at a non-hazardous waste disposal facility (subject to all documents and analytical results required by said facility in order to dispose of the materials.) Non-hazardous waste disposal facility includes those sites that accept either Class II or Class III waste. All work described in this section is considered included in the contract and does not constitute extra work.

The quantity of disposal of materials and disposal of excess excavated material shall not be measured or paid for.

Full compensation for removing, hauling and disposing of materials, excess excavated and unsuitable materials from the project site, furnishing all labor (including obtaining approval and processing of the required documents for disposal of said materials from the project site at locations qualified to accept the materials), tools, equipment and incidentals, and for doing all the work involved in disposing of materials, excess excavated and unsuitable materials from the project site, shall be considered included in the prices bid for the various other items of work and no additional compensation will be allowed therefor.

11.8 CLEARING AND GRUBBING

Clearing and grubbing shall conform to Section 16, "Clearing and Grubbing," of the CalTrans Standard Specifications and these Construction Special Provisions.

Unless otherwise noted on the plans, clearing and grubbing shall be performed within the limits of excavation of the new bridge. Refer to drawing C-101 for Tree Removal Plan. The District will flag in the field all trees to be removed by the Contractor. Contractor shall protect all other trees. Burning of material will not be allowed. Where directed by Fish Paaage Engineer, tree stumps and roots shall not be grubbed.

Payment for clearing and grubbing will be the lump sum price bid for Clearing and Grubbing.

The lump sum price bid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the removal and disposal of all resulting material) involved in clearing and grubbing as shown on the plans, as specified herein, and as directed by the Engineer.

11.9 WATERING

Watering shall conform to Section 10, "Dust Control," and Section 17, "Watering," of the CalTrans Standard Specifications and these Construction Special Provisions.

In addition to the general requirements of Sections 10 and 17, the Contractor shall give particular attention to maintaining the project in as dust-free condition as possible while performing the various items of work, and during non-working periods, including weekends. Excavation areas shall be watered prior to excavating and/or during material loading, as necessary; dusty imported aggregates shall be watered prior to or immediately after placing on the subgrade; and subgrades shall be watered frequently, as directed by the Engineer.

The second paragraph of Section 10-1.04, "Payment," of the CalTrans Standard Specifications is deleted. No separate payment will be made for the purpose of controlling dust caused by public traffic.

Full compensation for development of the water supply and furnishing and applying water shall be considered included in the prices bid for the various other items of work.

11.10 CONCRETE REMOVAL

Concrete removal shall conform to Section 15-3, "Removing Concrete," of the CalTrans Standard Specifications and these Construction Special Provisions.

The Contractor shall remove all portland cement concrete curbs, gutters, sidewalks, driveways, walls, drop inlets and all other miscellaneous concrete improvements within the right of way unless otherwise shown on the plans or as directed by the Engineer. The Contractor shall remove concrete outside the right of way as shown on the plans or as directed by the Engineer.

Where the plans provide for the reconstruction of a portion of an existing curb, gutter, sidewalk, driveway, or driveway curb, the existing portion shall be cut to a minimum depth of one-half (1-1/2) inches with an abrasive type saw at the location shown on the plans or designated by the Engineer.

Unless shown on the plans, or directed by the Engineer, all concrete removed shall become the property of the Contractor and shall be disposed of as provided in Section 11.7, "DISPOSAL OF MATERIALS" of these Construction Special Provisions.

Payment for removing concrete within the right of way will be made as bid for Concrete Removal (Right of Way).

The lump sum price bid for Concrete Removal (Right of Way) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the disposal of the concrete) involved in concrete removal as shown on the plans, as specified herein, and as directed by the Engineer.

11.11 EARTHWORK

Earthwork shall conform to Section 19, "Earthwork," of the CalTrans Standard Specifications and these Construction Special Provisions. This work is comprised only of structural excavation. Channel excavation shall be quantified under Channel Regrade with Native Rock.

The quantities of structure excavation and structure backfill not shown on the plans and/or on the Bid Sheets as final quantities, or not included in the bid price for the other various items of work involved, will be determined as specified in Section 19-3.07, "Measurement," of the CalTrans Standard Specifications except that the pay quantities will be the actual quantities of earthwork involved within the limiting pay lines.

The quantities of structure excavation and structure backfill which are shown on the plans and/or Bid Sheets as final quantities shall be the quantities for which payment will be made unless the dimensions of the work as shown on the plans are revised by the Engineer. When the dimensions of the work are revised resulting in a change in the quantities, the final pay quantities will be revised in the amount represented by the changes in dimensions.

Payment for structure excavation and for structure backfill will be made as bid per cubic yard for Structure Excavation and per cubic yard for Structure Backfill, unless structure

excavation and structure backfill are included in the bid price for the various items of work involved as specified therein.

11.12 REMOVAL OF WATER

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

The contractor shall install, maintain, and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert streamflow and other surface water through or around the construction site per permit requirements. Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainageway that the water would have reached before being diverted.

The Contractor shall furnish the District, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required. The Contractor submit the plan to divert surface water including associated pollution control practices to the District for approval at least 20 days prior to construction. The plan will be in accordance with all local, state and federal regulations and permits including those permit secured for the project.

Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities related to this activity during the process of completing the work as specified.

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

The Contractor shall furnish the District, in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required. The Contractor submit the plan to divert surface water including associated pollution control practices to the District for approval at least 20 days prior to construction. The plan will be in accordance with all local, state and federal regulations and permits including those permit secured for the project.

Acceptance of this plan or the waiving of the plan requirement will not relieve the contractor of the responsibilities related to this activity during the process of completing the work as specified.

Removal of water from the construction site shall be accomplished so that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered.

When temporary works are no longer needed, the contractor shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for slightly appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Items of work listed in the bid schedule for removal of water, diverting surface water, dewatering construction sites, and dewatering borrow areas are paid for at the contract lump sum prices. Such payment will constitute full compensation for furnishing, installing, operating, and maintaining the necessary trenches, drains, sumps, pumps, and piping and for all labor, equipment, tools, and all other items necessary and incidental to the completion of the work.

11.13 ASPHALT CONCRETE

Asphalt concrete shall conform to Section 39, "Asphalt Concrete," of the CalTrans Standard Specifications and these Construction Special Provisions.

Asphalt concrete for surfacing shall be Type A. The aggregate for asphalt concrete shall conform to the grading specified for ½" Maximum size aggregate, Medium grading.

The Contractor shall submit a current (less than one year old) asphalt concrete mix design from two separate sources (primary source and backup source) for asphalt concrete proposed to be used. The asphalt concrete mix design shall have an air void ratio between 3% and 5%. Contractor shall allow ten (10) calendar days for Engineer and County's review of mix design.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The use of any equipment for placing dikes that leaves ridges, indentations, or other objectionable marks in the surface or fails to provide a finished workmanlike uniform job shall be discontinued and other acceptable equipment furnished by the Contractor.

Spreading by blading equipment consisting of motor graders will not be permitted.

Liquid asphalt for use as a prime coat shall be Grade SC-70 unless otherwise directed by the Engineer.

Liquid asphalt prime coat shall be applied to granular bases. In exceptional cases, during wet weather construction, asphaltic paint binder or mixing-type emulsion may be used in lieu of prime coat on granular bases, but only if approved or directed by the Engineer. If asphaltic paint binder or mixing-type emulsion is used, water shall be added to the material and mixed therewith in such proportion that the resulting mixture will contain not more than 50 percent of added water. The exact quantity of added water will be determined by the Engineer. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate.

Seal coats shall conform to Section 39-7.02, "Seal Coat," of the CalTrans Standard Specifications except that when directed by the Engineer, the Contractor shall apply a fog seal coat to the entire pavement area.

The Contractor will be required to furnish a minimum of two 8 ton/ rollers for each asphalt paver.

Resurfacing operation shall commence within three (3) calendar days after the initial key cut operation is started on any road.

The Contractor will be required to place a "Tack Coat" of liquid asphalt on the existing pavement immediately prior to resurfacing.

The asphalt concrete resurfacing area to receive fabric shall be sprayed with steam-refined pavement asphalt Type PG 70-10 as provided in Section 11.21, "PAVEMENT REINFORCING FABRIC," of these Construction Special Provisions.

The traveled way shall be paved first on those streets as shown on the plans, as specified in these Construction Special Provisions, or as directed by the Engineer. The final lift of asphalt concrete shall be placed in the direction of traffic travel.

Asphalt concrete placed in layers of 0.15-foot or less in compacted thickness or widths of less than 5 feet shall be spread and compacted with the equipment and by the methods conforming to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications. Other asphalt concrete shall be compacted and finished in conformance with the provisions in Section 39 and the following:

- A. The provisions in Section 39-5.02, "Compacting Equipment," of the Standard Specifications shall not apply.
- B. The Contractor shall furnish a sufficient number of rollers to obtain the compaction specified in these special provisions and the surface finish required by the Standard Specifications and these special provisions.

- C. Rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the pneumatic-tired or steel-tired wheels. A parting agent that will not damage the asphalt mixture may be used.
- D. The second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications shall not apply.
- E. Asphalt concrete and asphalt concrete base shall be compacted by any means to obtain the specified relative compaction before the temperature of the mixture drops below 150° F. Additional rolling to achieve the specified relative compaction will not be permitted after the temperature of the mixture drops below 150° F or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off.
- F. The fifth and seventh through tenth paragraphs of Section 39-6.03, "Compacting," of the Standard Specifications shall not apply.
- G. Asphalt concrete and asphalt concrete base shall be compacted to a relative compaction of not less than 95.0 percent or more than 97.0 percent and shall be finished to the lines, grades, and cross section shown on the plans. In-place density of asphalt concrete and asphalt concrete base will be determined prior to opening the pavement to public traffic.
- H. Relative compaction will be determined by California Test 375.
- I. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is below 95.0 percent or above 97.0 percent, the Contractor will be notified. Asphalt concrete or asphalt concrete base spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the specified relative compaction.
- J. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is less than 95.0 percent or above 97.0 percent, the asphalt concrete or asphalt concrete base represented by that quantity shall be removed, except as otherwise provided in these special provisions. If requested by the Contractor and approved by the Engineer, asphalt concrete or asphalt concrete base with a relative compaction between 93.0 percent and 95.0 percent, or between 97.0 percent and 99.0 percent may remain in place and the County will deduct the amount of reduced compensation from moneys due, or that may become due, the Contractor under the contract for the quantity with relative compaction between 93.0 percent and 95.0 percent, or between 97.0 percent and 99.0 percent. The amount of reduced compensation will be calculated using the total tons in the quantity with relative compaction between 93.0 percent and 95.0 percent, or between 97.0 percent and 99.0 percent multiplied by the contract price per ton for asphalt concrete or asphalt concrete base involved multiplied by the following compensation factors:

Relative compaction (%)	Reduced payment factor	Relative compaction (%)	Reduced payment factor
95.0	0.0000	97.0	0.0000
94.9	0.0125	97.1	0.0125
94.8	0.0250	97.2	0.0250
94.7	0.0375	97.3	0.0375
94.6	0.0500	97.4	0.0500
94.5	0.0625	97.5	0.0625
94.4	0.0750	97.6	0.0750
94.3	0.0875	97.7	0.0875
94.2	0.1000	97.8	0.1000
94.1	0.1125	97.9	0.1125
94.0	0.1250	98.0	0.1250
93.9	0.1375	98.1	0.1375
93.8	0.1500	98.2	0.1500
93.7	0.1625	98.3	0.1625
93.6	0.1750	98.4	0.1750
93.5	0.1875	98.5	0.1875
93.4	0.2000	98.6	0.2000
93.3	0.2125	98.7	0.2125
93.2	0.2250	98.8	0.2250
93.1	0.2375	98.9	0.2375
93.0	0.2500	99.0	0.2500
<93.0	Remove and replace	> 99.0	Remove and replace

No single compaction test shall represent more than 275 tons or one day's production, whichever is smaller.

When approved by the Engineer and District, shoulder and variable transition areas may be paved using a self-propelled spreader equipped with an approved extension wing or approved non-self-propelled spreader (Layton box or equal).

The area to which paint binder and asphalt resurfacing fabric has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. Additional asphalt concrete shall be placed along the traverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools

and doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid per ton for Asphalt Concrete and no additional compensation will be allowed therefor.

The quantity of asphalt concrete to be paid for will be measured by the ton. The weight shall be the combined weight of the aggregate and asphalt binder.

The quantity of liquid asphalt to be paid for will be measured by the ton.

Payment for asphalt concrete will be made as bid per ton for Asphalt Concrete, Type A. The price per ton for Asphalt Concrete shall include full compensation for furnishing all labor, materials, including tack coat, tools, equipment and incidentals and for doing all the work involved in furnishing and placing asphalt concrete, complete in place, as specified herein, and as directed by the Engineer.

The price bid per ton for liquid asphalt shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and placing liquid asphalt, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.

Water furnished and applied to tacky asphaltic emulsion and for mixing-type asphaltic emulsion will not be paid for and full compensation therefor will be considered as included in the contract price paid for asphalt concrete.

11.14 AGGREGATE BASES

Aggregate bases shall conform to Section 26, "Aggregate Bases," of the CalTrans Standard Specifications and these Construction Special Provisions.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the CalTrans Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base, glass or a combination of any of these materials. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

Aggregate base shall be Class 2 or Class 3, as shown on the plans, or as set forth on the Bid Sheet.

The grading for either 1½ inch or ¾ inch maximum size aggregate may be used; however, all aggregate base used on the work shall be the same maximum sized aggregate.

Waiver of the R-value requirement will not be allowed. The Durability Index will not be required. The aggregate shall conform to the following additional quality requirement:

Test	Calif. Test Method No.	Requirement
Loss in Los Angeles Rattler (after 500 revolutions)	211	50% Maximum

Quantities of aggregate base (both classes) to be paid for will be measured by the ton. The weight of material to be paid for will be determined by deducting from the weight of material delivered to the work, the weight of water in the material at the time of weighing in excess of one percentage (1%) point more than the optimum moisture content as determined by California Test Method No. 216. The weight of water in the material at the time of weighing will be as determined by California Test Method No. 226. The weight of water deducted as provided herein will not be paid for.

Payment for aggregate base will be made as bid per ton for Aggregate Base, complete in place, for the class or classes set forth on the Bid Sheet.

The price bid per ton for Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing aggregate base, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.

All water applied after the material has been weighed will be in accordance with and paid for as provided in Section 11.9, "WATERING," of these Construction Special Provisions.

11.15 TRAFFIC STRIPES, PAVEMENT MARKINGS, AND PAVEMENT MARKERS REMOVAL

Traffic stripes and pavement markings and pavement markers removal shall conform to Section 15-2, "Miscellaneous Highway Facilities," of the CalTrans Standard Specifications and these Construction Special Provisions.

Traffic stripes and pavement markers shall be removed before any change is made in the traffic pattern.

The quantity of traffic stripes and pavement markings to be removed will be determined by measuring the length of removals to the nearest foot. Double or triple traffic stripes will be measured as two or three traffic stripes, respectively. Each square foot of pavement markings will be considered as three linear feet of traffic stripe. In measuring traffic stripes, deduction will be made for gaps in the broken traffic stripes. All paint which is evident in these gaps shall be removed to the fullest extent possible and full

compensation therefor will be considered as included in the price paid for removing traffic stripes and no additional compensation will be allowed therefor.

Payment for removing traffic stripes and pavement markings will be made as bid per linear foot for Traffic Stripes and Pavement Marking Removal.

Payment for removing pavement markers will be made as bid for Pavement Markers Removal.

The price bid per linear foot for removing traffic stripes and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing traffic stripes and pavement markings as shown on the plans, as specified herein, and as directed by the Engineer.

The lump sum price bid for removing pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the disposal of the markers) involved in pavement markers removal as shown on the plans, as specified herein, and as directed by the Engineer.

11.16 ADJUSTMENT OF EXISTING SURVEY MONUMENTS

Existing concrete survey monuments shall be adjusted to the grade of the finished roadways surface in accordance with these Construction Special Provisions, and as directed by the Engineer.

Class 3 concrete for adjusting existing monuments shall conform to Section 90, "Portland Cement Concrete," of the CalTrans Standard Specifications. The Contractor shall install a new County Standard frame and cover. The Contractor shall salvage the existing monument frames and covers, and all frames and covers shall be thoroughly cleaned, match-marked, and delivered to the County Survey Supervisor, at Corporation Yard No. 4, 951 Turner Court, Hayward.

The quantity of Adjustment of Standard Monument to be paid for will be determined by counting the adjusted monuments, complete in place.

Payment for adjustment of existing monuments will be made as bid for Adjustment of Standard Monuments as set forth on the bid sheet. The price bid per adjustment of existing monument shall include full compensation for furnishing all labor, materials (including frame, cover, Class 3 concrete), tools, equipment and incidentals, and for doing all the work involved in adjusting the existing monuments, as shown on the plans, as specified herein, and as directed by the Engineer.

11.17 NEW STANDARD CONCRETE MONUMENTS

The Contractor shall furnish and install cast-in-place survey monuments at the locations shown on the plans and as directed by the Engineer.

Monuments shall be constructed to conform to the dimensions and details shown on Standard Guidelines, SD-600.

Concrete for monument bases shall conform to the provisions of Section 90, "Portland Cement Concrete," of the CalTrans Standard Specifications and shall be either Class 2 or Class 3, at the option of the Contractor, except that 1-inch maximum size aggregate shall be used.

Monument frames and covers shall be set in Class 3 portland cement concrete.

When the monument casting is located in the pavement area, it shall not be constructed to final grade until the pavement has been completed. The top of monument castings shall be set flush with the ground line or pavement surface, whichever is applicable.

The quantity of monuments to be paid for will be the total number of monuments installed, complete in place.

Payment for standard concrete monuments will be made as bid per Standard Concrete Monument, complete in place.

The price bid per Standard Concrete Monument shall include full compensation for furnishing all labor, materials (including frames and covers), tools, equipment and incidentals, and for doing all the work involved in constructing the survey monuments, complete in place, including necessary excavation and backfill, as shown on the plans, as specified herein, and as directed by the Engineer.

11.18 SURVEY MONUMENT PRESERVATION

The Contractor shall ensure that existing survey monuments are preserved in full compliance with California Business and Professions Code, Chapter 15, §8771.

The number and character of the survey monuments shown in the bidding documents are approximate only. They serve to provide bid pricing comparisons and the number may be increased, reduced, or eliminated entirely as needed and shall not constitute a basis for claim by the Contractor for extra payment or damages.

At the Pre-Construction Conference, the County Surveyor shall provide a LIST of all currently known survey monuments within the limits of the work. Refer to the LIST in these Specifications.

Pta #	Pta	NORTHING	EASTING	STATION	DESCRIPTION	IN JEOPARDY OF	PRE/POST	INSTALL STD
	CATEGORY	(PROJ CRDS)	(PROJ CRDS)	(REFR: B--448)		BEING DESTROYED	CR's	MONUMENT
EH54G5	D	5097.8±	5246.3±	454+52.72 EC CL	IRON BOLT	X	X	
JN98L2	D	5069.2±	5239.2±	454+82.24 BC CL	IRON BOLT	X	X	
GK76J7	D	5070.4±	5234.3±	454+82.24 BC RT 5	IRON BOLT	X	X	X
KP11P3	D	4948.4±	5096.4±	456+81.96 EC CL	IRON BOLT	X	X	
DG43F4	D	4953.33	5095.85	456+81.96 EC RT 5	IB, PROJ CP#2	X	X	X
LQ22Q4	D	4931.8±	4884.6±	458+94.47 BC CL	IRON BOLT			
CF32E3	D	4853.60	4657.33	461+37.36 EC CL	IB, PROJ CP#1		X	X
HL87K1	D	4684.4±	4401.4±	464+44.19 BC CL	IRON BOLT			
FJ65H6	D	4688.5±	4398.6±	464+44.19 BC RT 5	IRON BOLT			

The LIST shall include location information to aid in monument recovery and are comprised of the monuments in the following categories:

ITEM	MONUMENT TYPE	DESCRIPTION / DEFINITION
A	Found Standard	Readily found on the surface of the existing roadway with frame and cover.
B	Found Non-Standard	Found at or near the surface of the existing roadway and most frequently being a County bolt or a railroad spike.
C	Not Found Standard	An existing standard monument with frame and cover but not readily found on the existing roadway surface typically due to earlier overlay work. Further surveyor investigation required to determine whether they exist or have been previously destroyed.
D	Not Found Not Standard	An existing non-standard monument not readily found on the existing roadway surface typically due to earlier overlay work. Further surveyor investigation required to confirm whether they exist or have been previously destroyed.

To comply with this Section the Contractor shall engage the services of a Licensed Land Surveyor to reference all monuments from the LIST and file timely Pre- and Post-Construction Corner Records with the County Surveyor. The County Surveyor will furnish acceptable examples of the Corner Records. (See Appendix for survey sample.)

These Pre- and Post-Construction Corner Records are the factual basis for:

Confirming that an existing monument was not disturbed during construction, and/or

Providing the precise location for installing a new standard survey monument, and/or

Documenting that a monument did not exist at the time of the construction. A Post Construction Corner Record shall not be required.

The schedule for the submittal of the Corner Records to the County Surveyor by the Contractor's Licensed Land Surveyor is as follows:

For "Found" monuments (A & B above) Pre-Construction Corner Records shall be submitted a minimum of FIFTEEN 15 days before construction commences anywhere on the project.

For "Not Found" monuments (C & D above) the Contractor shall locate the monuments and Pre-Construction Corner Records shall be submitted within THREE 3 days after being recovered and referenced. "Not Found" monuments shall be located as described below.

Submittal of Post-Construction Corner Records shall be made to the County Surveyor within 10 days of completion of the Contractor's last work affecting the final roadway surface. The project shall not be accepted until the Post Construction Corner Records have been approved by the County Surveyor.

The Contractor shall adjust all found and recovered Standard survey monuments to grade (A & C above). A new County Standard frame and cover shall be installed and the existing frame and cover shall be salvaged, cleaned and delivered to the County Surveyor.

The Contractor shall install new Standard survey monument to replace all found and recovered Non-Standard Monuments (B & D above).

Methodology for Not Found Survey Monuments.

The Contractor's Licensed Land Surveyor shall diligently seek to find and recover all previously "Not Found" (C & D Above) monuments, using GPS navigation to points on the LIST, metal detector use, and direct measurements from found monuments. When the likely location for a previously Not Found monument is determined, the Licensed Land Surveyor shall notify the Contractor who shall furnish the labor, equipment, and traffic control to carefully expose the survey monument under the supervision of the Licensed Land Surveyor to:

Ensure that the monument is not disturbed, and

Immediately reference it as above, and

Excavate a minimum of 12 inches below existing surface before concluding that no monument exists at this location.

The Contractor shall notify the County Surveyor in writing 48 hours prior to starting work locating "Not Found" monuments.

Measurement and Payment

The quantity of Locate Monument to be paid for will be determined by counting the number of Type C and D monument locations as shown on the List.

The quantity of Monument Preservation (Pre-Construction) and Monument Preservation (Post-Construction) to be paid for will be determined by counting the number of monuments submitted.

Enforcement and Penalty for Non-Compliance.

For each existing Survey Monument which was destroyed by the Contractor without benefit of a properly referenced and Pre-Construction Corner Record filed, a fee of \$5,000 will be imposed, this being the cost for the County Surveyor to resurvey and reliably reestablish the monument's former location.

11.19 PAINTED TRAFFIC STRIPES

Traffic stripes and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the CalTrans Standard Specifications and these Construction Special Provisions.

This work shall consist of painting traffic stripes (traffic lines), including applying glass spheres at locations shown on the plans or designated by the Engineer in conformance with these Construction Special Provisions.

Painting shall conform to the last two (2) paragraphs of Section 59-1.03, "Application," of the CalTrans Standard Specifications.

The Contractor shall furnish paint and glass spheres for traffic stripes.

Paint shall be rapid dry type conforming to the most current California State specification.

All the necessary mixing of paint shall be done at the Contractor's expense.

Mechanical means shall be used to paint traffic stripes and to apply the glass spheres. Rapid dry type paint shall be applied only with airless type equipment.

The cat tracks and dribble lines on the pavement will be established by the County.

Traffic stripes shall be painted to the cat tracks and dribble lines established by the County. All additional work necessary to establish satisfactory stripes shall be performed by the Contractor at his expense.

Traffic stripes on new surfacing shall be applied in 2 coats, except where otherwise shown on the plans. The first coat of paint shall be dry before application of the second coat.

A double stripe shall consist of two 4-inch wide yellow stripes without a middle 3-inch wide black stripe.

Payment for pavement markers will be made as bid per linear foot for Painted Traffic Stripes set forth on the Bid Sheet.

The price bid for Painted Traffic Stripes shall include full compensation for furnishing all labor, materials (including adhesive), tools, equipment and incidentals and for doing all the work involved in furnishing and painting traffic stripes, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.

11.20 PAVEMENT MARKERS

Pavement markers shall conform to Section 85, "Pavement Markers," of the CalTrans Standard Specifications and these CalTrans Special Provisions.

The quantity of pavement markers to be paid for will be determined by count, complete in place.

Payment for pavement markers will be made as bid for each type of Pavement Marker set forth on the Bid Sheet.

The price bid for Pavement Markers shall include full compensation for furnishing all labor, materials (including adhesive), tools, equipment and incidentals and for doing all the work involved in furnishing and placing pavement markers, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.

11.21 PAVEMENT REINFORCING FABRIC

Pavement reinforcing fabric shall conform to Section 39-4.03, "Pavement Reinforcing Fabric," and Section 88, "Engineering Fabrics," of the CalTrans Standard Specifications and these Construction Special Provisions.

Asphalt binder for pavement reinforcing fabric shall be a steam-refined paving asphalt conforming to the provisions of Section 92, "Asphalts," of the CalTrans Standard Specifications and shall be PG 70-10 unless otherwise directed by the Engineer.

The existing pavement shall be free of dirt, water and vegetation.

The Contractor shall prepare all surfaces for paving. Preparation includes cleaning and sweeping the existing roadway surface.

Placement of the pavement reinforcing fabric shall be made only under the following conditions:

1. The ambient air temperature is above 50 degrees Fahrenheit and rising.
2. The pavement is dry and the pavement temperature is above 40 degrees Fahrenheit and rising.
3. The wind conditions are such that, in the Engineer's opinion, a satisfactory placement of the fabric can be achieved.

The surface area to receive the fabric shall be sprayed with steam-refined paving asphalt Type PG 70-10 at a rate of 0.20-0.30 gallons per square yard. The exact rate of application will be determined by the Engineer. The asphaltic binder must be spread at a temperature greater than 290 degrees Fahrenheit.

The width of asphalt application will be the fabric width plus 4 inches. Paving asphalt shall be applied no farther in advance of the overlay than the distance which the Contractor can maintain free of traffic. The paving operation shall closely follow fabric placement and no more fabric than can be covered with the hot asphalt concrete that working day shall be placed. The paving asphalt shall be applied by a suitably metered truck. In the event that the binder bleeds through the fabric before the hot mix is placed, it will be necessary to blot the binder by spreading hot mix on those areas so affected. So doing will prevent pick-up by traffic driving on the fabric.

Fabric placement equipment shall be mechanized, shall be capable of handling full rolls of material and shall be capable of laying the fabric without forming excessive wrinkles and/or folds. Manually laying the fabric will only be permitted in small areas not practical for mechanical equipment. In both cases, miscellaneous equipment such as brooms and scissors will be required.

No joint shall be lapped with more than two layers of fabric.

Any fabric that is damaged after it has been placed is the responsibility of the Contractor. The damaged fabric shall be neatly cut out and replaced using the required fabric lap prior to the resurfacing operation.

At each utility cover which could be covered with fabric, the fabric shall be neatly cut around the cover to allow for raising the cover to finished grade.

The manufacturer of the pavement reinforcing fabric shall be on the project to work with the Contractor's personnel and to provide the necessary technical assistance to insure the satisfactory placement of the fabric. The representative shall not leave the project until the Engineer is satisfied that the Contractor has full understanding of what is required to satisfactorily place the fabric.

The quantity of pavement reinforcing fabric will be determined by computing the area of fabric in place, excluding laps, to the nearest square yard. The payment made will be for a single layer of fabric covering the pavement area. No extra compensation will be made for fabric overlapping.

Payment for pavement reinforcing fabric will be made as bid per square yard of fabric placed.

The price bid per square yard of Pavement Reinforcing Fabric shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved, in furnishing and placing pavement reinforcing fabric, including lapping, complete in place (including the spreading of the PG 70-10 steam refined pavement asphalt as shown on the plans), as specified herein, and as directed by the Engineer.

11.22 INSTALLATION OF ROADSIDE SIGNS

The installation of roadside signs shall conform to Section 56-2, "Roadside Signs," of the CalTrans Standard Specifications and these Construction Special Provisions.

This work shall consist of installing roadside signs on metal posts, electroliers or traffic signal standards according to the type of installation shown on the plans or as directed by the Engineer.

All new metal posts shall be Unistrut Telespar 2-inch x 2-inch square posts with yielding breakaway base or equivalent and shall conform to Design Guidelines, DG-606.

Type N, Type P, and Type R marker panels mounted on a post with a roadside sign shall be considered to be sign panels and will not be paid for as markers.

Section 82-1.02E, "Marker Panels," of the CalTrans Standard Specifications is superseded by the following:

"Marker panels shall be furnished by the Contractor."

Payment for installation of roadside signs will be made as bid for Installation of Roadside Signs.

The lump sum price bid shall include full compensation for furnishing all labor, materials (including posts, signs, mounting hardware, and portland cement concrete backfill of metal posts), tools, equipment and incidentals and for doing all the work involved in installing roadside signs, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.

11.23 DEMOLITION AND DISPOSAL

The Contractor shall remove all obstructions which interfere with the completion of the work. The cost of removing these obstructions shall be included in this item when there is no specific bid item for their removal. These obstructions may be guardrails, barricades, street signs, markers, pipe culverts, underdrains, spillway assemblies, etc.

Those guardrails, barricades, street signs, etc., which are required at the end of the work, shall be replaced as directed by the Engineer. All remaining guardrails, barricades, street signs, etc., which in the judgment of the Engineer are of value but are not required to be replaced, shall be carefully cleaned and stockpiled at locations designated by the Engineer. Items which have no value to the County shall be disposed of by the Contractor as provided in Section 11.7, "DISPOSAL OF MATERIALS," in these Construction Special Provisions.

When fences, within the right of way, are designated on the plans to be removed, the Contractor shall carefully remove and stockpile them on the adjacent property. The cost of removing and stockpiling those fences, which are to remain the property of the property owners, shall be included in this item.

Fences, walls, and any other structures which are not designated to be removed shall be left in place. Any damage to these shall be repaired by the Contractor entirely at his expense to the lines and grades designated by the Engineer.

The Contractor shall make all arrangements for the removal and/or replacement of pipes, conduits, fire hydrants, overhead wires, telephone cables, etc.

Should construction be underway by other forces, or by other Contractors within or adjacent to the limits of the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall cooperate with all such forces or other Contractors to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including designated material sources), at any time by the use of other forces.

On completion of the work, the Contractor shall clean all portions of the job. He shall remove all debris and foreign material from drainage structures and pipes. All culverts shall be cleaned and all material disposed of as provided in Section 11.7, "DISPOSAL OF MATERIALS," of these Construction Special Provisions.

The cost of the cleaning of the site shall be included in this item.

The cost of removing and resetting mailboxes shall be included in this item when there is no item on the Bid Sheet for removing and resetting mailboxes.

It is the intent of these plans and specifications that the Contractor furnish a complete, first-class, and finished job in all respects; and the Contractor shall do and furnish

everything called for or indicated on the plans or in the specifications, or necessary, in the fullest interpretation, of the plans and specifications to properly complete the job.

Payment for cleaning site and miscellaneous things will be made as bid for Demolition and Disposal.

The lump sum price bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in performing a complete job as shown on the plans, as specified herein, and as directed by the Engineer.

11.24 CHANNEL REGRADE WITH NATIVE ROCK

The Contractor's attention is directed to Section 19, "Earthwork," of the CalTrans Standard Specifications and these Construction Special Provisions.

The Contractor shall construct rock steps, pools, pool tailouts and cascades as detailed on the plans and as directed by the Engineer.

All rocks shall be salvaged from the project area where channel regrading is specified. Contractor shall transport sufficient rock from the MP 8.75 project area to the MP 8.60 project area. The Contractor shall transport and stockpile all excess rock and soil in the Staging Area.

MATERIALS

Rock sizes

- Keystone rocks shall have a minimum axis dimension of 3.0 feet.
- Structural rocks shall have a minimum axis dimension of 2.0 feet.
- Boulder cluster rocks shall have a minimum axis dimension of 2.5 feet.
- Footer rocks shall have a minimum axis dimension of 2.0 feet.
- Bankline rocks shall have a minimum axis dimension of 2.0 feet.
- Filler rock shall consist of all other salvaged rock material approved by the Engineer.

Structure Components

- Steps shall consist of a minimum of 3 keystone rocks and a minimum of 3 structural rocks underlain by footer rocks.

- Cascade heads shall consist of a minimum of 3 keystone rocks and a minimum of three structural rocks.
- Banklines shall consist of bankline rocks in-filled with filler rock.
- Cascade ribbons shall consist of keystone rocks and structural rocks.
- Boulder clusters shall consist of boulder cluster rocks.
- The channel bottom shall consist of a uniform mixture of all rock sizes, except where specified.
- No manmade materials will be accepted.

Construction of the rock structures shall be under the supervision of the Engineer.

Rock placement at MP 8.60 shall follow the detailed design profile. Rock placement at MP 8.75 shall be at the direction of the Engineer.

Steps and cascade heads shall have a minimum of two flow openings, each a minimum of 1.5 feet wide. One flow opening shall meet the specified channel invert elevation. The remaining openings shall be no higher than 1.0 feet above the specified invert elevation.

Keystone rocks shall function as anchoring rocks. Structural rocks shall be placed in contact with keystone rocks such that they cannot shift downstream.

Boulder ribbons shall be constructed such that the rocks are firmly seated within the channel bottom and have a minimum of two contact points with adjacent rocks to form a continuous band of rock.

Footer and bankline rocks shall be placed such that they shingle upstream or into the streambank.

Boulder clusters shall be incorporated into the bankline where directed by the Engineer.

All placed rock shall be placed such that they are buried a minimum of 1/3 their height below finished grade, they shall not rock or rotate in place, and shall be fully interlocked together and with the underlying material such that they cannot shift downstream.

Except for keystone rocks, all rocks shall project no further than 1.5 feet above finished grade and 80% of rocks shall be no greater than 1 foot above finished grade.

Shifting of large rocks in the subgrade may be necessary to obtain the desired rock layout and embedment.

The lump sum price bid for Channel Regrade with Native Rock shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for

doing all the work (including the removal and disposal of all resulting material) involved in Channel Regrade with Native Rock as shown on the plans, as specified herein, and as directed by the Engineer.

11.25 PRECAST CONCRETE BRIDGE DECK, ABUTMENT SYSTEM, WINGWALLS, AND GUARDRAILS

Contractor shall furnish and install Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails in accordance with Section 51, "Concrete Structures," of the CalTrans Standard Specifications and these Construction Special Provisions.

Bridge structure shall be designed to comply with current version of AASHTO LRFD Bridge Design Specifications with California Amendments. Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails shop drawings and calculations must be sealed and signed by an engineer who is registered as a structural engineer in the State of California.

Contractor shall provide travel and expenses for one County representative to visit and inspect the Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails manufacturing facility.

Contractor shall submit shop drawings and calculations and allow 21 days for the District's, County's, and Geotechnical Engineer's review.

Proposed bridge roadway alignment and superelevation must match the existing Palomares Road roadway alignment and superelevation. Two travel lanes shall each be 11 feet wide and a 5 foot shoulder shall be provided in each direction according to CalTrans Highway Design Manual. No additional shoulder is required. Opening width for creek flow under the bridge shall be 30 feet.

The lump sum price bid for Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the removal and disposal of all resulting material) involved in Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails as shown on the plans, as specified herein, and as directed by the Engineer, including travel and expenses for one County representative to visit and inspect the Pre-Cast Concrete Bridge Deck, Abutment System, Wingwalls, and Guardrails manufacturing facility.

11.26 TEMPORARY CREEK CROSSING

Contractor shall furnish and install Temporary Creek Crossing in accordance with Section 55, "Steel Structures," of the CalTrans Standard Specifications and these Construction Special Provisions.

Temporary bridge structure shall be designed to comply with current version of AASHTO LRFD Bridge Design Specifications with California Amendments.

Temporary Creek Crossing shop drawings and calculations must be sealed and signed by an engineer who is registered as a structural engineer in the State of California. Submit shop drawings and calculations and allow 21 days for the District's, County's, and Geotechnical Engineer's review.

Contractor shall furnish and install a Temporary Creek Crossing that will allow vehicular travel in a single direction for the duration of the construction. Lane width shall be 14 feet minimum. Crossing must accommodate CalFire vehicles. Guard rails shall be attached to the temporary crossing. Contractor shall grade and provide the approaches from the existing Palomares Road to the temporary crossing.

The lump sum price bid for Temporary Creek Crossing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the removal and disposal of all resulting material) involved in Temporary Creek Crossing as shown on the plans, as specified herein, and as directed by the Engineer.

11.27 CONSTRUCT BAFFLES AND REFINISH EXISTING CULVERT

The Contractor's attention is directed to Section 70, "Miscellaneous Drainage Facilities" of the CalTrans Standard Specifications and these Construction Special Provisions. Construct Baffles and Refinish Existing Culvert shall conform to Section 52, "Reinforcement," and Section 90, "Portland Cement Concrete."

Contractor shall patch pitted floor of existing concrete culvert at MP 8.75 and resurface the entire concrete culvert floor with a minimum of 1 inch of Minor concrete to create a smooth surface upon which to form the concrete baffles.

Contractor shall drill and epoxy reinforcing bars into the floor and walls of the existing culvert.

Contractor shall form and construct concrete baffles at the locations indicated on the Concrete Baffle detail. Contractor shall construct concrete baffles to the dimensions indicated on the Concrete Baffle detail with Minor concrete.

Payment of Construct Baffles and Refinish Existing Culvert shall be lump sum. The lump sum price bid for Construct Baffles and Refinish Existing Culvert shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work (including the removal and disposal of all resulting material) involved in Construct Baffles and Refinish Existing Culvert as shown on the plans, as specified herein, and as directed by the Engineer.

END OF DOCUMENT

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APPENDIX B

for the

STONYBROOK CREEK CROSSINGS AND FISH PASSAGE

IMPROVEMENT PROJECT PALOMARES ROAD AT

POSTMILES 8.60 AND 8.75

FEBRUARY 2015

Project Plans

See Separate Attachment for

Approved Plans

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APPENDIX C

Standard Form LLL (Disclosure of Lobbying Activities)

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX D

Equal Opportunity (Federally Assisted Construction Contractors)

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

CERTIFICATION OF NONSEGREGATED FACILITIES – 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

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APPENDIX E

Reporting of Total Compensation of Executives

Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.