

**RECLAMATION DISTRICT NUMBER 684  
LOWER ROBERTS TRACT  
Situated in  
SAN JOAQUIN COUNTY, CALIFORNIA**

**CONTRACT DOCUMENTS FOR**

**DWR SPECIAL PROJECT FUNDING AGREEMENT RL 12-1.0**

**HMP Improvements along the San Joaquin River and Burns Cutoff**

**DOMINICK GULLI  
GREEN MOUNTAIN ENGINEERING  
DISTRICT ENGINEER  
1314 PALOMA AVENUE  
STOCKTON, CALIFORNIA  
(209) 478-6525**

**June 2017**

**NOTICE TO CONTRACTORS  
RECLAMATION DISTRICT NO. 684 LOWER ROBERTS TRACT  
SAN JOAQUIN COUNTY, CALIFORNIA**

Sealed bids for the following work:

**DWR SPECIAL PROJECT FUNDING AGREEMENT RL-12-1.0  
HMP Improvements along the San Joaquin River and the Burns Cutoff**

*For 20,000+/- feet of levee and road improvements between Stations 387+00 to 397+00 and 520+00 to 766+00. Furnish and place approximately 18,250 tons of import fill, furnish and place 24,500 tons Class 2 AB, furnish and place 1,800 tons of quarry stone slope protection and associated preparation and encroachment work.*

Bids will be received at the office of the District Engineer, Dominic Gulli C/O Green Mountain Engineering ,(new address=) 6653 Embarcadero Drive Suite F, Stockton, CA 95219 until **11:00 am Monday, June 19<sup>th</sup>, 2017** at which time they will be publicly opened and read.

**A job walk is scheduled at the site for Wednesday, June 14<sup>th</sup>, 2017 at 9:00am. Interested parties will meet at Woodsbro Rd and Natali Rd (Levee Station 766+00) along Burns Cutoff. To get to the site take Woodsbro road off of Highway 4 until you reach Natali Road.**

No bid will be received unless it is made on proposal forms furnished by the District's Engineer.

**BID BOND (BID GUARANTEE) IS REQUIRED.** Each bid must be accompanied by a Bidder's Bond, or a certified cashier's check made payable to Reclamation District No. 684, for an amount equal to at least 10 per cent (10%) of the amount of the bid. Failure to furnish such bid guarantee in the proper surety form, amount, and by the time set for bid opening may be cause for rejection of the bid.

Prospective bidder's attention is directed to Section 2 of the General Specifications entitled "Bid Requirements and Conditions." Prior to commencement of contract performance, submittal of Performance and Payment Bonds equal to 100% of the contract price (or as set forth in Sections 3247-3252 of the Civil Code of the State of California) will be required.

All bids are to be compared on the basis of the District's Engineer's Estimate of the quantities of work to be done. Reclamation District No. 2039 reserves the right to reject any and all bids. If an award is made, such award will be to the lowest responsible and responsive bidder.

Each bidder shall carefully examine the work site and the Contract Documents (including the Plans and Specifications). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quantity and scope of the work to be performed, the quantities of materials to be furnished, and the requirements of the Contract Documents.

Bidders must comply with all applicable governmental and local agency requirements.

Bid proposals on which the unit prices, the lump sum price, or the total prices of the item are grossly "front-end" loaded and unbalanced with respect to costs may be rejected.



Any bid submitted to the District by a Contractor who is not licensed in accordance with Section 7028.15 of the Business and Professions Code, State of California shall be considered nonresponsive and shall be rejected by the District.

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

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

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

Plans and Specifications, forms of proposal, Bonds, and Contracts will be available on June 12<sup>th</sup>, 2017 and may be obtained at the office of the District's Engineer, Dominick Gulli of Green Mountain Engineering, at 6653 Embarcadero Drive Suite F, Stockton, CA 95219 after this date. Additionally, they will be available at the job walk.

**A non-refundable charge of \$30.00 per set will be required for the Plans and Specifications. Prospective bidders must purchase plans and be on the plan holders list.**

Bidders requesting overnight delivery of Plans and Specifications will be required to furnish their shipping account number to cover the shipping cost.

Prevailing wages are required on this work. Any CONTRACTOR who is awarded this work shall pay the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, Labor Code section 1770, et seq.

The estimated cost range of the work associated with this project: \$900,000 to \$1,000,000.

Dated: June 5<sup>th</sup>, 2017

Green Mountain Engineering Dominick Gulli, R.C.E., PLS  
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**ARTICLE I**

**GENERAL SPECIFICATIONS**

ARTICLE I  
SECTION 1 - DEFINITIONS

In these Specifications, the following definitions shall apply:

- 1.1 Bidder - An individual, firm, partnership, corporation or combination thereof submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 1.2 Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions and contract bonds; also, any and all supplemental agreements amending or extending the work contemplated and may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.
- 1.3 Contractor - The person or persons, firm, corporation or combination thereof, private or municipal who have entered into a contract with the Reclamation District No. 684 as party or parties of the second part or their or their legal representatives.
- 1.4 County - Whenever the word "County" is used it shall be understood to mean or refer to San Joaquin County, acting by or through its duly elected or appointed officers or officials or their authorized assistants.
- 1.5 Engineer - Dominick Gulli, Civil Engineer, Green Mountain Engineering acting either directly or through properly authorized agents.
- 1.6 Owner - The Reclamation District No. 684 or its properly authorized agents.
- 1.7 State - Whenever the word "State" is used it shall be understood to mean and refer to the State of California.
- 1.8 District - The Reclamation District No. 6 or its properly authorized agents.



## ARTICLE I

### SECTION 2 - BID REQUIREMENTS AND CONDITIONS

- 2.1 Sealed Bids - All bids will be received at the office of Dominick Gulli of Green Mountain Engineering at 6653 Embarcadero Drive Suite F, Stockton, CA until **11:00 am, Monday, June 19<sup>th</sup>, 2017**, at which time they will be publicly opened and read.
- 2.2 Examination of Plans, Specifications, Special Provisions, and Site Work - The bidder is required to examine carefully the site, proposal, plans, specifications, and contract form for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, and to the character, quality, and quantity of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.
- 2.3 Bid Form - All bids must be made upon blank forms to be obtained from the Engineer with the bid package.

All proposals must give the prices proposed, in figures and be signed by the bidder, with their address. If the bid is made by an individual, their name and postal address must be shown. If made by a firm or partnership, the name and postal address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name and state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

Telefax bids will not be considered.

All bidders submitting proposals must sign the Bid Form and complete the appropriate information and statements therein. **Any bid not containing the information requested may be considered non-responsive and may be rejected by the District.**

Proposals must be submitted on all individual items listed on the bid form; otherwise, the bid for this proposal will be considered non-responsive and will be rejected.

The total of the bid will be the sum of the total prices of all items in the Bid Form. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and the total price of an item, the unit price shall govern, provided, that if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth at the total price by the estimated quantity of the item. Bids shall include for each price item in the Bid Form, a unit price and total price, and for each lump sum price item, a total price, all in legible figures.

- 2.4 Rejection of Proposals Containing Alterations, Erasures or Irregularities - Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.
- 2.5 Bidder's Guarantee - All bids shall be presented under sealed cover and shall be accompanied by cashier's check, or bidder's bond, made payable to Reclamation District No. 684 for the amount



equal to at least ten per cent (10%) of the amount of said bid, and no bid will be considered unless such cashier's check, certified check or bidder's bond is enclosed therewith.

- 2.6 Award of Contract - All bids will be compared on the basis of the Engineer's Estimate of quantities of work to be done. The District reserves the right to reject any or all of the bids. If any awards are made, such awards will be to the lowest single responsible and responsive bidder.

The award, if made, will be made within 90 days after the opening of the bids. The Bidder's bid shall remain valid for at least 90 days after the opening of the bids.

- 2.7 Execution of Contract - The contract shall be signed by the successful bidder and returned, together with the contract bonds within (5) five days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding on the owner until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within five (5) days, not including Sundays, after the bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

- 2.8 Return of Bidder's Guarantee - Within fifteen (15) days of awarding the contract, the proposal guarantees accompanying such of the proposals, which are not to be considered in making the award, will be returned. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompanied.

- 2.9 Contract Bonds - The contractor shall furnish two good and sufficient bonds. One of said bonds shall be furnished in the amount of 100% of the total contract price and guarantee faithful performance of the said contract by the contractor; the other of the said bonds shall be furnished in the amount and as required by Sections 3247-3252, inclusive, of the Civil Code of the State of California.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the owner has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the contractor or any assignee of the contractor until such further bond or bonds or additional surety has been furnished.

- 2.10 Stop Notices and Service of Notices - All stop notices shall comply with the requirements of Sections 3098, 3103, 3181, and 3183 of the Civil Code of the State of California.

- 2.11 Subcontractors and Suppliers - All bids shall be accompanied by a list of subcontractors to be used on the work indicating the nature of work to be done by each and the percentage of the total project which each will perform.



Contractor shall comply with the Subletting and Subcontracting Fair Practices Act commencing Section 4100 of the Public Contract Code. Violations shall subject the Contractor to penalties described in the Act.

- 2.12 Bid Items - Items bid shall be for the complete operating project as shown on the plans and described in the specifications and shall include all materials, labor, tools, overhead, profit, and anything else necessary for a complete workmanlike job.

Payments shall be made on the basis of the bid items listed on the proposal and no additional claims for compensation will be allowed therefore.

- 2.14 **No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- 2.15 **No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- 2.16 **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

ARTICLE I  
SECTION 3 - SCOPE OF WORK

- 3.1 Intent of Plans and Specifications - The intent of the plans and specifications is to prescribe the details for the construction and completion of the work, which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only best general practice is to prevail and that only materials and workmanship of the first quality are to be used.
- 3.2 Work to Be Done - The work to be done consists of furnishing all labor, methods and processes, implements, tools, machinery, and materials, except as otherwise specified, which are necessary and required to construct and put in complete order for use the work designated in the contract, and to leave the grounds in a neat condition.
- 3.3 Alterations - The Owner reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer; also to make alterations or deviations, increase or decrease, additions or omissions, in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.
- 3.4 Extra Work - New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

Extra work means the providing of materials and equipment and the performing of work not directly or by implication called for by the contract. Changes in quantity under a unit price contract or item shall not be considered as extra work. If the district/owner requires extra work they may (1) do it themselves, (2) employ others to do it, (3) direct the Contractor to perform the extra work at a mutually agreed upon sum, or (4) direct the Contractor to do the work on a time and expense basis.

The Contractor shall do such extra work upon receipt of an approved Contract Change Order or other written order for the Engineer, and in the absence of such approved Contract Change Order or other written order of the Engineer shall not be entitled to payment for such extra work.

- 3.5 Removal of Obstructions - The Contractor shall remove and dispose of all structures, trees, debris, or other obstructions of any character to the construction of the project, if and as required by the Engineer.
- 3.6 Final Cleaning Up - Before final inspection of the work, and as a condition of acceptance and final payment, the Contractor shall clean the project site, borrow pits, and all ground occupied by their temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.
- 3.7 Variations in Estimated Quantities - When the quantity of a pay item in this Contract is an estimated quantity, and where the actual quantity of such pay item varies by more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation



above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity.

If the quantity variation is such as to cause an increase in the time necessary for completion, the Engineer shall, upon receipt of a written request for an extension of time, ascertain the facts and make such adjustment for extending the completion date as in their judgment the findings justify.

ARTICLE I  
SECTION 4 - CONTROL OF THE WORK

- 4.1 Authority of the Engineer - The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and they shall have executive authority to enforce effective such decisions and orders which the Contractor fails to carry out promptly.

- 4.2 Plans - All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

Working drawings or plans for any structures not included in the plans furnished by the Engineer shall be approved by the Engineer before any work involving these plans shall be performed, unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

- 4.3 Conformity with Plans and Allowable Deviation - Finished surfaces in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

- 4.4 Coordination of Plans, Specifications, and Special Provisions - These specifications, the plans, special provisions and all supplementary documents are essential parts of the Contract, and a requirements occurring in one is as binding as though occurring in all. They are intended to be complementary, to describe, and to provide for a complete work. Plans shall govern over specifications; special provisions shall govern over both specifications and plans.

- 4.5 Interpretation of Plans and Specifications - Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans and special provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the Contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Engineer, whose decision thereon will be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

- 4.6 Lines and Grades - All distances and measurements are given and will be made in horizontal plane. Grades are provided by reference stakes set along the toe of the levee. The grade line will



be marked on the reference stakes. The Contractor will be expected to transfer the elevations from these reference stakes to any vertical control points that they deem necessary to maintain the proper finished grade.

The Contractor is responsible for setting all grade control and dimension stakes, and any other related construction staking and surveying, as may be required for construction activities.

4.7 Flagging Color Code - Where flagging is used on the work, it will conform to the following code:

RED: Important control or reference points, monuments, benchmarks, etc.

YELLOW: Denotes even 1,000-foot stations.

ORANGE: Beginning and ending points for placement of fill material.

WHITE: Obstructions to be removed.

4.8 Removal of Defective and Unauthorized Work - All work which is defective in its constructions or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced, by the Contractor in an acceptable manner, and no compensation shall be allowed for such corrections.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, will be considered unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any money due or to become due to the Contractor.

4.9 Superintendence - The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work, which may be required.

Whenever the Contractor or their authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

4.10 Inspection - The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, they shall give due notice to the Engineer, so that the proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection.

The inspection of work shall not relieve the Contractor of any of their obligation to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Projects financed in part or in whole with funds from other agencies shall be subject to inspection at all times by the agencies involved.

- 4.11 Final Inspection - Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final clean up performed, the Engineer and the District will make a final inspection.

If the work has been satisfactorily completed and accepted, the Contractor will be notified of acceptance.

If the Engineer and/or District determine that the work is not complete, the Contractor will be notified of the deficiencies. The Contractor shall initiate procedures to correct the deficiencies noted and another final inspection shall be made before complete acceptance of the project and final payment.

The cost of all work to be performed to correct any deficiencies shall be borne by the Contractor and shall include furnishing all labor, tools, transportation, supplies, equipment, appurtenances, fuel, and power.

If additional material is required to correct the deficiency, it will be paid at the contract unit price. If the work is under a lump sum item, no additional compensation will be made for corrections.



## ARTICLE I

### SECTION 5 - CONTROL OF MATERIALS

- 5.1 General - All materials or equipment furnished by the Contractor shall conform to the requirements of these specifications; where the quality of materials or equipment is not specifically called out they shall be of the highest quality normally used.
- 5.2 Contractor's Submittals - The Contractor shall submit to the Engineer for their approval, six copies of the catalog and descriptive literature on materials or equipment, which will be used in the work. Such submittal shall be made prior to beginning of work.

Before completion of the work the Contractor shall submit six copies of installation, maintenance, and operation manuals on all equipment, which they have installed.

- 5.3 Samples and Tests - At the option of the Engineer, the source of supply of each of the materials or equipment shall be approved by the Engineer before delivery is started and before such materials or equipment are used in the work. The Contractor shall furnish such samples of material or equipment as is requested by the Engineer, without charge. No equipment or material shall be used until it has been approved by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material or equipment.

All tests of materials or equipment furnished by the Contractor shall be made in accordance with commonly recognized standards of national testing organizations, and such special tests and methods as prescribed in these specifications.

- 5.4 Defective Materials - All materials or equipment not conforming to the requirements of these specifications shall be considered defective, and all such materials or equipment, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected material or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material or equipment and to deduct the cost of removal and replacement from any moneys due or to become due to the Contractor.

- 5.5 Manufactured Equipment - Manufactured equipment shall be all new, first line, current production models of manufacturers regularly engaged in the productions of such equipment for at least five years.
- 5.6 Trade Names and Alternatives - For convenience in designation on the plans or in the specifications, certain articles of materials or equipment to be incorporated in the work may be designated under a trade name or the name of a manufacturer and their catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- 5.6.1 The burden of proof as to quality and suitability of alternatives shall be upon the Contractor and they shall furnish all information necessary as required by the Engineer.

The Engineer shall be the sole judge as to the quality of and suitability of alternative articles or materials and their decision shall be final.

- 5.6.2 Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.
- 5.6.3 Any additional costs incurred to allow the use of alternate material or equipment shall be borne by the Contractor, and shall not be the basis of any claim or claims for extra compensation. Any savings resulting from the use of alternate material or equipment shall be deducted from any monies due or that may become due to the Contractor under the Contract.



## ARTICLE I

### SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

- 6.1 Laws to be Obeyed - The Contractor shall keep their self fully informed of all existing and future State and Federal laws and all municipal and county ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- 6.2 Hours of Labor - Eight hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the Owner, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract by the Contractor or by any subcontractor under them, upon which any of the work herein mentioned, for each calendar day during which said laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive.
- 6.3 Labor Discrimination - No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.
- 6.4 Prevailing Wage - The Contractor shall forfeit as a penalty to the owner, twenty five dollars (\$25.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the general prevailing rate of wages as determined by the Department of Industrial Relations of the State of California for any work done under the Contract, by them, or by the subcontractor under them, in violation of the provisions of the Labor Code, and in particular Sections 1770 to 1780 thereof, inclusive. The Contractor is required to post a copy of the said wage scale at the job site prior to commencement of work.
- 6.5 Registration of Contractors - Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code.
- 6.6 Permits and Licenses - The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 6.7 Patents - The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.
- 6.8 Safety Provisions - The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.
- 6.9 Public Convenience and Safety - The Contractor shall so conduct their operations as to offer the least possible obstruction and inconvenience to the public and they shall have under construction no greater amount of work than they can prosecute properly with due regard to the rights of the public.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.



Whenever the Contractor's operations create a condition hazardous to traffic or the public, they shall furnish, erect, and maintain at their expense and without cost to the Owner, such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents or damage or injury to the public.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective devices shall be furnished and installed by the Contractor at their expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate their obligation to furnish and pay for these devices.

- 6.10 Preservation of Property - Trees, shrubs, and other plants that are that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all highway facilities, and any other improvements or facilities shall be protected from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced and restored to a condition as good as when the Contractor entered upon the work.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of their responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities, which may be subject to damage by reason of their operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting and repairing property as specified in the Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

- 6.11 Responsibility for Damage - The Owner or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. The Contractor shall indemnify and save harmless the Owner and the Engineer from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The Owner may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.
- 6.12 Contractor's Responsibility for Work - Except as provided above, until the formal acceptance of the work by the Owner, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by acts of the Federal Government or the public enemy.



- 6.13 No Personal Liability - Neither the Owner, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the Contract.
- 6.14 Responsibility of the Owner - The Owner shall not be held responsible for the care or protection of any materials or parts of work prior to final acceptance, except as expressly provided in these specifications.
- 6.15 Workmen's Compensation - Pursuant to the requirements of Section 1860 of the Labor Code (Chapter 1000, Statutes of 1965), the Contractor will be required to secure the payment of workmen's compensation to their employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certificate of Workmen's Compensation Insurance.

- 6.16 Antitrust Claims - Sections 4551 through 4554 of the Government Code pertaining to the assignment of antitrust claims are incorporated herein in full by this reference.

ARTICLE I

SECTION 7 - PROSECUTION AND PROGRESS

- 7.1 Subletting and Assignment - The Contractor shall give their personal attention to the fulfillment of the Contract and shall keep the work under their control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and their work shall be subject to the provisions of the Contract, Plans and Specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the Subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed upon the work.

The Contract may be assigned only upon the written consent of the owner.

- 7.2 Progress of the Work and Time for Completion - The Contractor shall begin work within ten (10) calendar days after receiving the Notice to proceed, which confirms that the Contract has been approved. The Contractor shall diligently prosecute the work for the completion before expiration of forty-five (45) working days (Saturdays, Sundays and legal holidays excluded) from the date of inception of the work.

7.2.1 Non-Working Days - The contractor shall not be charged working days in the event that the controlling item of work is delayed due to inclement weather conditions at the job site.

- 7.3 Character of Workman - If any Subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the requisition of the Engineer, and such person shall not be employed again on the work.

- 7.4 Temporary Suspension of Work - The Engineer shall have the authority to suspend work wholly or in part, for such period as they may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as they may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

- 7.5 Time of Completion and Liquidated Damages - It is agreed by the parties to the Contract that in case all of the work called for by the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the Owner, and it will be impractical to determine the actual damage which the Owner will sustain by reason of such delay; and it is therefore agreed that the Contractor will pay the Owner the sum of Nine Hundred Dollars (\$ 900.00) per calendar day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the Owner may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.



It is further agreed that in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the Owner shall have the right to extend the time limit for completion of the Contract, it shall further have the right to charge the Contractor, their heirs, assigns, or sureties, and to deduct from the final payment for the work all or part as deemed proper of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included.

The Contractor will be granted an extension of time of completion and will not be assessed liquidated damages or the cost of engineering and inspection during any delay in the completion of the work caused by acts of God, or of the public enemy, acts of the Owner, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control, and without the fault or negligence of both the Contractor and Subcontractors or suppliers; provided that the Contractor the Engineer in writing of the cause of delay within ten (10) days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of delay, and their findings thereon shall be final and conclusive.

- 7.6 Adjustment of Dispute - All questions or controversies that may arise between the Contractor and the and the Owner, under or in reference to this Contract, shall be subject to the decision of some competent person to be agreed on by the Owner and the Contractor, and their decisions shall be final and conclusive upon both parties.

Pursuant to Public Contract Code, Section 22201, should the Owner and the Contractor be unable to agree upon such person, a board of three arbitrators shall be chosen, one by the Owner, one by the Contractor, and the third by the two so chosen, and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the Contract neglects or fails for a period of ten days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three arbitrators had been selected.

The referee or arbitrators shall decide which party shall pay the cost of arbitration, and final payment to the Contractor shall not be made until the full decision of the referee or arbitrators has been rendered.

- 7.7 Suspension of Contract - If at any time in the opinion of the Owner, the Contractor has failed to supply an adequate working force or material of proper quality, or has failed in any other respect to prosecute the with the diligence and force specified and intended in and by the terms of the Contract, notice thereof will be served on them, and should they neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Engineer, within the time specified in such notice, the Owner in any case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the Owner may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the Owner or their duly authorized representative may take possession of any and all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force or rent such additional machinery, tools, appliances and equipment, and buy such additional materials and supplies at the Contractor's expense as may be

necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the Contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the Owner may deem proper; or the Owner may annul the work or any part thereof. Any excess cost arising therefrom over and above the Contract price will be charged against the Contractor and their sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of the Contract shall be forfeited to the Owner but such forfeiture will not release the Contractor or their sureties from liability for failure to fulfill the Contract. The Contractor and their sureties will be credited with the amount of money so forfeited toward suspension of the operation of the Contract and the completion of the work by the Owner as above provided, and the contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant suspension or annulment thereof, the decision of the Owner shall be binding on all parties to the Contract.



## ARTICLE 1

### SECTION 8 - MEASUREMENT AND PAYMENT

- 8.1 Extra and Force Account Work - Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer, or by force account.

If the work is done on force account the Contractor shall receive the actual cost of all materials furnished by them and equipment rental as shown by their paid vouchers, plus fifteen percent (15%), and for all labor, and items that are necessary they shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus twenty percent (20%); provided, however, that the Owner reserves the right to furnish such materials required as deemed expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include any workers' compensation insurance paid by the Contractor.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A (1), "Labor," 9-2.03A (2), "Materials," and 9-1.03A (3) "Equipment Rental" of CALTRANS Standard Specifications. The total payment made, as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefor.

All extra work and force account shall be adjusted daily upon receipt sheets, prepared by the Engineer, furnished to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

- 8.2 Change Orders - The construction contract, plans and detailed specifications contained contain the provisions required for the construction of the project. No information obtained from any officer, agent, or employee of the District on any such matters shall in any way affect the risk or obligation assumed by the Contractor or relieve them from fulfilling any of the conditions of the Contract.

The Engineer may order changes, including revisions, to drawings and specifications, performance of extra work, increases or decreases in contracted items of work, and the elimination of work. Such orders will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. The Contractor shall promptly notify the Engineer whenever it appears that a change is necessary, and when so directed, shall stop work in the areas that may be affected. Contract time and compensation will be adjusted for changes, which materially increase or decrease the time for performance or cost.

When so directed, the Contractor shall proceed with changes before agreement is reached on contract adjustments to compensation or time of performance, and shall furnish to the Engineer at the end of each day, signed detailed hourly records for that day of labor, construction equipment and itemized records of materials, equipment and services used in performance of the changes. If the Contractor fails to provide such records, the Engineer's records will be used for the purpose of adjusting compensation or time of performance.



- 8.3 Lump Sum Change Orders - When applicable, changes in contract price resulting from extra work may be determined by a mutually agreed upon lump sum price. The Contractor's proposal for such changes shall include a detailed breakdown of labor and materials to be provided by their forces or by the forces of their subcontractor or material supplier. The breakdown shall include labor surcharge and sales tax cost. Whenever the District requests that the Contractor prepare a lump sum price in connection with the change order, the Contractor shall be entitled to the costs incurred in the preparation of that price. Such costs will be incorporated into the lump sum amount regardless of whether or not the lump sum amount is finally accepted by the District.

The Contractor's proposal for lump sum change orders shall be received by the Engineer within ten (10) days following the issuance of the change order price request.

If the lump sum change involves extra work to be performed entirely by the Contractor, compensation for such extra work shall be based on the direct costs, materials and equipment, as listed in the detailed proposal, plus fifteen percent (15%) of such direct costs, for overhead and profit, plus twenty percent (20%) for labor costs, and actual costs of additional bonding, if required, based upon the proof or voucher of percentage assessed to the Contractor by the bonding company.

- 8.4 Omitted Work - The District may, by written order to the Contractor, omit work, equipment, and material to be provided under the Contract, and the value of the omitted work, equipment, and material will be deducted from the contract price. The deducted value will be a lump sum or unit price agreed upon in writing by the Contractor and the District based on breakdown and cost information submitted by the Contractor.
- 8.5 Progress Payments - The Engineer will, after award of the Contract, establish a monthly closure date for the purpose of making monthly progress estimates. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the District's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed and materials delivered to the closure date, which will become the basis for making monthly progress estimates.

The value of the work completed shall be determined by the Engineer for progress estimate payment purposes. From each progress payment, ten percent (10%) will be retained by the owner, and the remainder, less the amount of all previous payments, will be paid to the Contractor. After fifty percent (50%) of the work has been completed, and if progress of the work is proceeding in accordance with the contract documents, the contractor may request that the retention from the remaining progress estimates, and from the final estimate, be reduced to five percent (5%) of the total contract amount. The reduction in retention is subject to approval by the Engineer.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under Section 7-5.

As provided for in Section 4590 of the California Government Code and Section 10263 of the California Public Contract Code, the Contractor may substitute securities for any monies



withheld by the owner to ensure performance under the contract.

- 8.6 Stop Payment Notices - The District, through the Engineer or other appropriate District's representatives, may at its option and at any time, withhold additional amounts due the Contractor sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code.
- 8.7 Final Payment - The Engineer shall, after the completion and acceptance of the Contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the District shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty (30) days from the date recorded on the Notice of Completion filed by the District.

Work will not be considered complete in areas where a certificate of approval from the County, State or other regulatory agency is required until said certificate is received by the District.

It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be constructed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

- 8.8 Mobilization - Mobilization will be measured and paid for in accordance with Caltrans Standard Specifications.
- 8.8.1 Description - Mobilization shall consist of preparatory work and those operations including, but not limited to, the movement of plant, equipment, supplies and incidentals to the project site; establishment of any temporary field offices, buildings, and other facilities necessary for work on this project; and for all other work and operations which must be performed or costs incurred prior to starting project work on the various contract items.
- 8.8.2 Payment - Payments for mobilization will be made and include all costs connected with work covered in this Section at the amount paid for under the Contract Item for Mobilization, as set forth in the Contractor's bid.
- A. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5% of the original contract amount, whichever is lesser, will be included in the estimate for payment.
- B. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent

(75%) of the contract item price for mobilization or 7.5 percent (7.5%) of original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

- C. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization or 9.5 percent (9.5%) of the original contract amount, whichever is the lesser, and that will be included in the estimate for payment.
- D. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization is 50 percent (50%) or more of the original contract amount, the total amount earned for mobilization shall be 100 percent (100%) of the contract item price for mobilization or 10 percent (10%) of the original contract amount, whichever is the lesser, and that will be included in the estimate for payment.
- E. After acceptance of the contract, the amount, if any, of the contract item price for mobilization in excess of 10 percent (10%) of the original amount will be included for payment in the estimate prior to the final estimate releasing retention.
- F. The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in mobilization as specified herein.

8.8.3 Unbalanced Bid - In the event the Engineer considers the price for mobilization does not bear a reasonable relation to the costs of the work in this contract, the Engineer may require the Contractor to produce cost data to justify this portion of the bid. Failure to justify such price to the Engineer's satisfaction will result in payment of actual mobilization costs, as determined by the Engineer, at the completion of mobilization and payment of the remainder of this item in the final payment under this contract. The determination of the Engineer is final and not subject to appeal.



ARTICLE 1  
SECTION 9 - SPECIAL PROVISIONS

- 9.1 Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Contract, Public Liability and Property Damage Insurance, in which the Owner shall be named as an additional assured, which will protect the Contractor, and or all Subcontractors, Owner or its agents or representatives, against any claim for personal injury, including accidental death as well as from the operation of the contractor, whether such operation shall have been performed by the Contractor, any Subcontractor, or by anyone employed either directly or indirectly by any of them.

The Public Liability and Property Damage Insurance shall be provided with the limits not less than the following:

1. Limit or liability for injury or accidental death, \$1,000,000 per occurrence.
2. Limit or Liability for Property Damage, \$1,000,000 per occurrence.

The Contractor shall furnish the Owner with satisfactory proof of the carrying of the required insurance by submitting certifications or policies of insurance to the Engineer, prior to commencement of work under the Contract. Any work performed prior to the submission of such certification or policies shall be considered as having been done by them at their own risk and as a volunteer.

- 9.2 Guarantee - The completed project, including all work, materials, devices and equipment, shall be guaranteed by the Contractor against faulty workmanship and materials for a period of one year after final acceptance by the Owner. The Contractor shall be responsible for all repair and/or replacements to include all labor, materials, equipment, devices, plant and other items of work necessary. To secure this guarantee, the Contract bonds as specified in Section 2-9 shall continue in full force and effect for one year from the date of formal acceptance of the work by the Owner.
- 9.4 Change Orders - The Construction Contract, Plans and the detailed Specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, or employee of the Owner on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve them of from fulfilling any of the conditions of the Contract.
- 9.5 Preservation of Property - Attention is directed to Article 1, General Conditions, Section 6-10 "Preservation of Property" and Section 6-11 "Responsibility for Damage".

The approximate location of known utilities, submarine cables, siphons, ferry cables, discharge pipes, etc., are shown on the plans for the information of the contractor. The Owner and Engineer assume no responsibility for the reliability or accuracy of the information. Additional caution shall be used to prevent damage, and the Contractor shall immediately repair or replace, if necessary, any damaged facilities.

Trees, shrubs, and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and



water lines, all highway facilities and any other improvements or facilities shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced and restored in a condition as good as when the Contractor entered upon the work.

- 9.6 Traffic Control - Contractor shall be responsible for all traffic control, including placing and maintaining warning signs and lights. Coordination with the proper agencies shall be the responsibility of the Contractor. Traffic shall be allowed to pass at all times during construction of the project.
- 9.7 Right-of-Way - The owner will furnish all of the right of way for the work.
- 9.8 Completion - The Contractor, upon completion of all work, shall restore all Owner access roads to project sites to the condition existing prior to commencement of work.
- 9.9 Water Pollution Control - The Contractor shall exercise every reasonable precaution to protect streams, waterways, and other bodies of water from pollution with silt, fuels, oils, bitumen's, calcium chloride, and other harmful materials and shall conduct and schedule their operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve vegetation beyond the limits of construction.
- Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water. Nothing in the terms of the Contract shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish & Game Code, or other applicable statutes relating to the prevention or abatement of water pollution.
- 9.10 Preconstruction Conference - The Engineer will schedule a conference with the Contractor within ten (10) days after the Notice to Proceed has been sent to the Contractor. Contractor and subcontractor representatives shall attend. All Personnel are responsible for attending four hours or environmental training provided by the owner.
- 9.11 Initiation of Work - The Contractor shall start work within ten (10) days after they receive the Notice to Proceed.
- 9.12 Project Meetings - Meetings will be held as often as is deemed necessary by the Engineer. Representatives of the Contractor shall attend. The purpose of the meetings will be to discuss compliance with the Contract plans and specifications, progress, coordination, submittals, and job-related problems and changes.
- 9.12a Security - The Contractor shall at all times be responsible for the security of their plant and equipment. The Owner will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
- 9.14 Documentation and Access to Records - The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on State grant work under this contract in accordance with generally accepted accounting principles and the financial



information and data used by the Contractor in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to the District. The Department of Water Resources, the State Reclamation Board, the State Controller's Office, the District, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

Records shall be maintained and made available during performance on work under this Contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any Dispute appeal under this contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception had been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

- 9.15 Worker Training - The Contractors personnel on the jobsite shall participate in a worker training program relating to endangered species and environmental requirements. All of the contractor's personnel to be used on the project shall attend the single meeting estimated to last no longer than 6 hours.
- 9.16 Pending Inclement Weather - The Engineer reserves the right to direct the contractor to complete specific sections and place finished Aggregate Base over completed sections in the event of pending inclement weather. Such direction will consider the contractors scheduled production rates such that the daily tonnage rates can be maintained.
- 9.17 Other Personnel Onsite - There may be other Contractors on the job site. Additionally, there will be active farming operations taking place during the progress of the Contract. The Contractor shall make accommodations so as not to impact such practices. The engineer reserves the right to suspend work in areas due to harvest of farming operations.
- 9.18 Environmental Training and Restrictions - All contractors' personnel working on site shall receive environmental training to become aware of endangered species and plants avoidance measures. The training will be provided by the District and last 4 hours. The cost of attending such training shall be included in the contractors bid.
- 9.19 Speed Limits - The speed limit on all haul roads and the levee shall be 15 mph.
- 9.20 Biological Surveys - Prior to initiating work the District will perform biological surveys. The contractor shall notify the engineer 10 working days prior to starting work in specific areas to allow the surveys to be performed and recorded. Filling of ditches requires surveys for Giant Garter Snake 24 hours before filling and the contractor shall not fill the ditches until such surveys have been completed and filed.

ARTICLE 1

SECTION 10 – DESCRIPTION OF WORK

- 10.1 Description of Work - The work to be performed shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary or required for the construction and adjustment of appurtenant facilities on the job site as shown on the plans as staked in the field.

The work will consist of clearing and grubbing, furnishing and placing import fill, pulverizing and grinding Bacon Island Road, placing aggregate base, and replacing siphons.



ARTICLE 1

SECTION 11 - QUANTITIES

- 11.1 Quantities - The following preliminary estimate of the quantities of work to be done and the materials to be furnished are approximate only being given as a basis for the comparison of bids, and the Owner does not expressly or by implications agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or any portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

See Bid Sheet

**ARTICLE II**

**TECHNICAL SPECIFICATIONS**



ARTICLE II  
SECTION 1- DEFINITIONS AND REQUIREMENTS

1.0 General - Unless the context otherwise requires, whenever in the plans and specifications, the following abbreviations and terms are used, the intent and meaning shall be interpreted as provided herein.

AB	Aggregate Base	HWY	Highway
AC	Asphalt Concrete	ID	Inside Diameter
ANSI	American National Standards Institute	IN, "	Inch
ASTM	American Society of Testing Materials	INV	Invert
BC	Beginning of Curve	LF	Linear Foot
BFE	Base Flood Elevation	L/S	Land Side of Levee
BM	Bench Mark	MAX	Maximum
BRK	Break	MH	Manhole
BS	Back sight	MIN	Minimum
CB	Catch Basin	MPH	Miles per Hour
CF	Cubic Foot	N	North
CL	Centerline	NO	Number
CO	County	OD	Outside Diameter
COE	Corps of Engineers	PK	Nail
CY	Cubic Yard	R	River
DIA	Diameter	RCE	Registered Civil Engineer
DWR	Dept. of Water Resources	R/S	River Side of Levee
E	East	R/W	Right-of-Way
EA	Each	S	South
EC	End of Curve	SCH	Schedule
EG	For Example	SL	Slough
EL/ELEV	Elevation	ST	Street
EP	Edge of Pavement	STA	Station
ESMT	Easement	STD	Standard
ETC	Et Cetera	SQFT	Square Foot
EXC	Excavation	SQYD	Square Yard
FS	Foresight	STATE STANDARD SPECIFICATIONS:	
FT, '	Feet	TP	Turning Point
GA	Gauge	TR	Top of Rock/Riprap
GAL	Gallons	UL	Underwriter's Laboratories
GALV	Galvanized	USA	Underground Service Alert
GRND	Ground	USGS	U. S. Geologic Survey
GS	Ground Shot	W	West
HI	Height of Instrument	WS	Water Side of Levee
HP	Hinge Point	X-SEC	Cross Section

Where reference to ANSI, ASTM, State Standard Specifications, or similar standards or specifications is made, it shall be understood that reference is made to the latest revision of the specifications.

ARTICLE II  
SECTION 2- CLEARING AND GRUBBING

1.0 General Requirements

- 1.1 Scope of Work - The work to be performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required for the Clearing and Grubbing of the work as shown on the Plans and described in these Specifications.
- 1.2 Description of Work - This work shall consist of removing all objectionable material from within the area of work and such other areas as may be designated by the Engineer. Clearing and Grubbing shall be performed in advance of material placement.

2.0 Construction

- 2.1 General - During the progress of the work, the Contractor shall keep the premises occupied in a clean and orderly condition and dispose of refuse in a manner satisfactory to the Engineer. Further, the Contractor is responsible for knowing, and shall comply with, all applicable Federal, State, County, and Local requirements regarding the disposal of refuse and vegetative material.
- 2.2 Clearing and Grubbing - Unless otherwise indicated on the Plans or otherwise directed by the Engineer, the entire Work Area shall be cleared. The area above natural ground shall be cleared of all vegetative growth such as trees, logs, stumps, roots, brush, grass, weeds, and all other objectionable material including concrete or masonry. Within the limits of the clearing, the area below the natural ground surface of the levee face shall not be grubbed to remove stumps, roots, buried logs, or other objectionable material unless otherwise directed by the Engineer. When removing stumps and roots, the Contractor shall immediately place fill and compact per the Specifications. The Engineer shall be present during stump removal. Stump removal may be suspended by the Engineer at times of high tides (above 3.0'). Arundo (cane or bamboo) shall be cleared to prevent future growth or off shoots. It shall be dug out to 1 ft below the root zone and backfill immediately as if a tree stump.
- 2.3 Dewatering of Ditches - Prior to filling any of the drainage or irrigation ditches, water shall be removed to the maximum extent possible. The existing ditch may not be deepened.
- 2.4 Removal and Disposal of Material - All materials removed shall be disposed of in a manner, which meets with the approval of the Engineer. Under no circumstances shall the cleared and grubbed material be burned on the levee sections or disposed of by dumping into the waterways.

Demolition debris, trees and scrubs, abandoned equipment, vehicles, boats, or manmade items within the work area to be removed shall be hauled off the island in accordance with existing Federal, State, and County regulations governing such activity. No debris shall be donated, sold, or given to residents or tenants on the island. Arundo (Bamboo) shall be handled and disposed of carefully. Arundo shall be tightly covered such that no



pieces fall out during transport. Arundo (Bamboo) shall be hauled off the Tract in covered loads and disposed accordance with existing Federal, State, and County regulations governing such activity. The Contractor, at their option, may dispose of the material offsite in accordance with existing Federal, State, and County regulations governing such activity. The Engineer reserves the right to leave any items discovered on the site.

- 2.5 Related Requirements - Spills resulting from hauling operations along or across existing streets, roads and ditches shall be removed immediately by the Contractor at no additional cost to the Owner. All gutters and roadside ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior approval from the Engineer.
- 2.6 Dust Control - In areas where excessive dust is a nuisance to property owners, the Public, or has potential to contaminate crops, the Contractor shall wet down the area and otherwise control dust including all haul roads.

### 3.0 Measurement & Payment

- 3.1 Measurement - Clearing and grubbing will not be measured.
- 3.2 Payment – Payment for the work performed under this Section, measured as specified, will be made at the unit price as set forth in the Contractor’s bid for Bid Item 2 “Clearing and Grubbing”.

ARTICLE II  
SECTION 3 - IMPORT FILL

1.0 General Requirements

- 1.1 Scope of Work - The work performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel and power, unless specifically excepted, necessary, or required to construct the levee design sections shown on the Plans and described in these Specifications.
- 1.2 Description of Work - Material for the fill shall be imported from an approved source and placed at the areas designated on the plans. It shall be transported to the fill area, placed and compacted to widen the levee as shown on the plans unless otherwise directed by the Engineer. The relative compaction of the compacted embankment toe berm and slope/crown fill shall be 90%.
- 1.3 Delivery Restrictions - The levee road may be used for hauling materials to the sites. Only the interior roads shown on the plans are available for use as haul roads. Interior roads may not be suitable for hauling in the existing conditions and shall be established and maintained by the contractor to accommodate trucks. Interior haul roads may also be affected by irrigation operations.
- 1.4 Access off Public Roads- Contractor shall be responsible for safe and legal access off state Highways and or County Roads. Any permits, permissions fees or traffic control required for accessing onto or off said roads shall be obtained by the contractor and included in the bid proposal.

2.0 Materials

- 2.1 Embankment/Import Fill - Embankment fill material may consist of a pit-run type of material that does not contain rock fragments which are greater than 4" as measured along the fragment's longest dimension with less than 15% larger than 1". Pit run material shall be well graded. The embankment fill material may consist of silt, silty clay, and clayey sand soils. Embankment fill shall have a minimum of 10% fines passing the No. 200 sieve. Embankment fill shall have a plasticity index (PI) no greater than 20 and a liquid limit (LL) no greater than 50 as determined by ASTM D 4316 (wet test method). Material consisting of crushed rock fragments less than 3/16 of an inch in its greatest diameter may be used with the Engineer's permission. The material shall have a maximum dry density greater than 100 pounds per cubic foot. The Engineer reserves the right to reject material based on their opinion of the conformance with the above parameters.

Embankment fill material shall be free from vegetable matter and other deleterious substances, and shall be of such a nature that it can be compacted readily under watering and rolling or cat tracking to form a firm, stable base. In addition, the embankment fill material should be relatively impervious when compacted and should have negligible compressibility when compacted and saturated.



Materials such as strippings, cleared materials, organic materials and organic clays, which are unsuitable in the opinion of the Engineer for use as embankment fill, shall be disposed of and removed from the work site at the Contractor's expense in a manner satisfactory to the Engineer.

The Contractor may be required to submit to the Engineer a 10-pound sample of the material prior to its intended use. The sample shall be clearly identified as to classification, source and origin. The Engineer will determine the suitability of the material prior to delivery and placement. If material testing is required, the costs of such testing will be borne by the Contractor.

All materials used shall be based on inspections and tests. Materials shall be re-sampled and tested at any time as required by the Engineer and the Geotechnical Engineer Consultant. The fact that material is used based on an inspection and a single test shall not relieve the Contractor of responsibility for incorporating material in work which conforms to the requirements of the plans and specifications and any such material not conforming to such requirements shall be subject to rejection and whether or not it is in place.

Soil samples are to be representative of all depths, locations and soil types within the borrow source. Sampling and analysis of the soil as described by this specification does not relieve the Contractor from any additional work required (e.g. soil characterization prior to transportation) required by law or regulations. The cost for soil sampling and lab analysis for contamination will be borne by the Contractor.

Import Embankment fill that requires access to landowner's property, testing of water quality, or existing soil conditions on the island will not be allowed. No access to the landowner's property is provided herewith to accomplish such tests.

- 2.3 Crown Fill - In addition to the specifications of the Embankment Fill, Crown fill shall be suitable for a road section. The Plasticity Index shall be between 4 and 20. A minimum of 20% fines shall pass the No. 200 sieve.
- 2.4 Dredge Spoils - Fill material meeting the specified composition and other parameters may include dredged spoils/sediments provided: 1) the Contractor shall be responsible for full compliance with all regulatory requirements for reuse of the dredge spoils for the project including without limitation those waste discharge requirements for reuse of dredged sediments imposed by California Regional Water Quality Control Board(s); 2) the Contractor shall be responsible for all costs of meeting such requirements and shall indemnify District against any such costs including reasonable costs of consultants and attorneys; and 3) said requirements for reuse shall not require testing of water or soil at or near the project work areas. Contractor shall be responsible for ascertaining all such requirements in advance of submitting its bid.

### 3.0 Equipment

- 3.1 Equipment, machinery, and tools used for shaping the levee and/or placement of import toe shall be suitable for the placement, compaction, and sloping, and they shall be

maintained in satisfactory working and good mechanical condition and subject to the approval of the Engineer.

#### 4.0 Construction

- 4.1 Clearing and Grubbing - All areas to be shaped or to receive embankment fill shall be cleared as described in ARTICLE 2, Section 2.1 "Clearing and Grubbing". Ditches shall be dewatered prior to placing fill.
- 4.2 Shaping of Crown - The crown shall be shaped to meet the prescribed lines and grades shown on the plans. Sub grade and finished grades shall be uniform, neat, and sloped as shown on the plans.

The Contractor shall be responsible for monitoring the progress of the material placement to insure compliance with specified lines and grades. Allowable tolerances for the finished cross sections shall be as follows:

Vertical tolerance     0.10 ft +/-  
Horizontal tolerance   0.30 ft +/-

Compensation will be based upon the specified tolerances. Contractor will not be compensated for material placed in excess of the specified tolerances unless otherwise directed by the Engineer.

- 4.3 Construction of Slope - Construction of the slope shall be performed from the bottom to the top. Two (2) vertical feet of the existing slope and crown shall be thoroughly keyed into the new fill. The key way shall not be left overnight. The slope shall be shaped to meet the prescribed lines and grades shown on the plans. Finished grades shall be uniform and neat and shall be sloped as shown on the plans. The Engineer reserves the right to modify the slopes and width of the road to accommodate field conditions and encroachments.

The Contractor shall be responsible for monitoring the progress of the material placement to insure compliance with specified lines and grades. Allowable tolerances for the sub grade and finished cross sections shall be as follows:

Vertical Tolerance     +0.15 ft -0.0  
Horizontal Tolerance   0.25 ft +/-  
Thickness Tolerance   0.10 ft (+/-)

Compensation will be based upon the specified tolerances. Contractor will not be compensated for material placed in excess of the specified tolerances unless otherwise directed by the Engineer.

- 4.4 Placement of Fill Material - The material shall be deposited and spread to the required thickness. Segregation of material shall be avoided and each layer of material, as spread, shall be free from pockets of coarse material.



Prior to placement of the embankment fill material the contractor scarifies the surface of the existing levee to a depth of four to six inches with ripper teeth mounted on a motor grader or other similar equipment prior to placement of the initial embankment fill material.

The material shall be keyed into the existing levee. The keyway shall not exceed 2 ft in the vertical dimension. The embankment fill shall be placed within the limits shown on the plans. Embankment fill shall be spread uniformly to the slope lines and grades shown on the plans or as directed by the Engineer. Finished grades shall be uniform and neat. Placement of material by methods, which will tend to segregate particle sizes within the layer, will not be acceptable. The fill shall be track walked with a bulldozer perpendicular to the levee such that the entire slope has track marks. Track walking shall be completed at the completion of the project.

The Contractor shall place embankment fill in horizontal layers of not more than 6 inches in thickness prior to compaction. The material shall be gently laid out. Under no circumstances shall any material be dropped from any height onto the levee section.

In general, it is the intent of these specifications to secure a levee fill having the maximum density with the natural moisture content of the embankment fill material; however, if in the opinion of the Engineer, the material is too dry for proper compaction, the Contractor will be required to pre-wet the material to uniformly distribute sufficient moisture in each layer before rolling or track walking to permit the desired compaction. Material that is too wet shall be spread adjacent to the site and permitted to dry, assisted by scarifying, if necessary, until the moisture content is reduced to permit the placement and compaction to continue as directed by the Engineer. The final adjustment shall be made on the fill, as required, until a uniform distribution of moisture is obtained.

When moisture content and conditions of the spread layers are satisfactory, each layer shall be compacted to 90% relative density in accordance with ASTM D 1557-78 procedure.

- 4.5 Burns Cutoff Road and Woodsbro Road – The work area of Burns Cutoff Road and Woodsbro Road asphalt shall be ripped and pulverized, and mixed into the lower fill for placement along Burns Cutoff Road and Woodsbro Road. The crown shall be widened and the existing subgrade wetted and compacted to 95% RC prior to placing of the aggregate base. Payment will be made at the unit price per square foot as set forth in the Contractor’s Bid for Item 7 “Prepare crown subgrade”
- 4.6 Siphons - Within the work areas there are least 10 (ten) existing siphons. The siphons shall be protected. The crown of the levee over the siphon shall be filled to at least 18” of cover over the pipe and provide a ramp over the siphon with import fill 10” of AB within the Burns Cutoff Road and Woodsbro Road sections.
- 4.7 Construction Staking - The work shall be staked by the Engineer as follows: clearing and grubbing limits, toe stakes with offset to LS hinge point and toe of slope fill, crown stakes with offset to centerline. Siphons, gangways, and piles will be located and staked.

Manholes will not be staked as Contractor will be responsible for locating items to have manholes.

- 4.8 Ditch Crossings - The Contractor may provide any necessary ditch crossings as required to transport the fill material. The crossings shall be designed to maintain drainage flow, as it exists. The slopes of the crossings shall be protected from erosion or scour. The crossings shall be removed at the conclusion of the project or shall remain at the direction of the engineer.
- 4.9 Areas Outside Work Areas - The Contractor shall not disturb areas outside of the levee slope or road. If the areas are disturbed due to the Contractors operations, the area shall be restored to the preexisting condition at no additional cost to the district. Additional mitigation requirements may also be required.
- 4.10 Staged Construction - The fill shall be placed so as not to overload the existing ground. In general, the fill shall be placed in 4 ft lifts. The 4 ft lift may be constructed in a sliver type fill 4 ft above the existing grade or previous grade.
- 4.11 Settlement Period - At fills greater than 4 ft that are to be staged, a minimum settlement period of 14 calendar days shall be allowed for the Engineer to monitor the settlement. Upon resuming the fill placement, the Contractor shall place the fill as if it were being placed over existing grade (clearing, ripping and keying per the specifications). The Contractor shall assure that the existing ramps that are impacted by staging placement remain usable in better condition than they exist now.
- 4.12 Placement in Developed Areas - Where improvements or potential unknown conditions exist, as determined by the Engineer, scarifying, keying, placement thickness, and compaction requirements may be relaxed. These areas may require placement methods, which do not produce construction loads on the surface/subsurface other than the material surcharge.

## 5.0 Measurement & Payment

- 5.1 Measurement - All fill material will be measured for payment by the number of tons (2000 pounds) of material placed and accepted in the completed work. Tonnage will be determined by either displacement measurement or scale weight measurement.
- 5.1.1 Scale Weight Measurement - The measurement of crown fill material will be based on scale weight. Scales used for measurement shall, at the option of the Contractor, be either public scales or Engineer approved scales provided by the owner of the commercial source of materials. The fill material must be weighed by a licensed weigh master in accordance with all of the requirements of the State Inspection Bureau.

Unlicensed weigh masters or individual truck drivers are prohibited from weighing and issuing delivery tickets.



Vehicles used for hauling materials to the project site shall be weighed daily or at such times as desired, and each shall bear a plainly legible identification mark. Duplicate identification marks from different haulers is not acceptable and may be cause for rejection and non-payment of the delivery.

Delivery tickets or weigh bills, which are not dated and signed by the authorized weigh master during that day and shift will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment. Copies of weigh bills or delivery tickets shall be submitted to the Engineer during the progress of the work. The Contractor shall furnish the Engineer or their designated representative scale tickets for each load of material weighed. These tickets shall include tare weight, identification mark of each vehicle weighed, and time that individual loads arrive at the work site. A master log of all vehicle loadings shall be furnished for each day of loading operations. Before final statement is allowed, the Contractor shall file with the Engineer certified weigh bills and/or certified tickets for the entire embankment fill material actually used in the work by the contract.

- 5.2 Payment - Payment for the work performed under this Section, measured as specified, will be made at the unit price per ton as set forth in the Contractor's bid for Bid Item 3 "Import Fill". Payment for the relocation of the crown material and placement in the fill will be a final pay quantity per item 7 "Prepare crown subgrade".

Quantities of material wasted or disposed of in a manner not called for under the contract, rejected loads of material, including material rejected after it has been placed by reason of the contractor to conform to the provisions of the contract, material not unloaded from the transporting vehicles, material placed outside of the lines indicated on the plans or established by the Engineer, or material remaining on hand after completion of the work will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing or rejected material.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting and repairing property as specified in this Division shall be considered as included in the price paid for Bid Item 2 "Clearing and Grubbing" - as set forth in the Contractor's bid, and no additional or separate compensation will be allowed therefore.

ARTICLE II  
SECTION 4 - CLASS 2 AGGREGATE BASE

1.0 General Requirements

- 1.1 Scope of Work - The work to be performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required to furnish, spread, compact and finish Aggregate Base as shown on the Plans and described in these Specifications.
- 1.2 Description of Work - For the purpose of these Specifications, Aggregate Base and other materials shall be spread and compacted to a width shown on project plans, unless otherwise directed by the Engineer, and shall have a minimum depth after compaction of 6" excluding sub base materials. This work will be performed in those locations identified in the Plans and as required by these Specifications or the Engineer.

2.0 Materials

- 2.1 Aggregate Base - The Aggregate Base shall conform to CALTRANS Standard Specifications Section 26 for  $\frac{3}{4}$  Class 2 Aggregate Base. The Aggregate Base shall be free of organic matter and other deleterious substances. It shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base.
- 2.2 Recycled Materials - Recycled concrete and asphalt products shall not be allowed.

3.0 Construction

- 3.1 Sub Grade - Immediately prior to spreading, the sub grade to receive Aggregate Base shall be free of loose or extraneous material.
- 3.2 Adding Water - At the time Aggregate Base is spread, it shall have moisture content sufficient to obtain the required compaction. Such moisture shall be uniformly distributed throughout the material.
- 3.3 Spreading - The Class 2 Aggregate Base shall be delivered to the levee crest as uniform mixtures. The mixture shall be deposited and spread by means which would maintain the uniformity of the mixture. Each layer shall be free from pockets of coarse or fine material. Where the compacted thickness is not more than 0.5', the Aggregate Base may be spread and compacted in one layer. Where the compacted thickness is more than 0.50-foot, the Aggregate Base shall be spread and compacted in two or more layers of approximately equal thickness with maximum compacted thickness of any one layer not exceeding 0.50'.
- 3.4 Compacting - Watering of compacted Aggregate Base shall conform to the requirements of Section 17, CALTRANS Standard Specifications, "Watering". The relative compaction of each layer of compacted base material shall be not less than 95 percent.
- 3.5 Salvage and Replace Existing Aggregate Base Rock Material - Not used



#### 4.0 Measurement & Payment

4.1 Measurement - All Imported Aggregate Base will be measured for payment by the number of tons (2000 pounds) of material placed and accepted in the completed work. Tonnage will be determined by either displacement measurement or scale weight measurement.

4.1.1 Scale Weight Measurement - The measurement of fill material will be based on scale weight. Scales used for measurement shall, at the option of the Contractor, be either public scales or approved scales provided by the owner of the commercial source of materials. The material must be weighed by a person who is certified and bonded as a licensed weigh master in accordance with all of the requirements of the State Inspection Bureau.

Unlicensed weigh masters or individual truck drivers are prohibited from weighing and issuing delivery tickets.

Vehicles used for hauling materials to the project site shall be weighed daily or at such times as desired and bear a plainly legible identification mark. Duplicate identification marks from different haulers are not acceptable and may be cause for rejection and non-payment of the delivery.

Delivery tickets or weigh bills which are not dated and signed by the authorized weigh master during that day and shift will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment.

Copies of weigh bills or delivery tickets shall be submitted to the Engineer during the progress of the work. The Contractor shall furnish the Engineer or their designated representative scale tickets for each load of material weighed. These tickets shall include tare weight, identification mark of each vehicle weighed, and time that individual loads arrive at the work site. A master log of all vehicle loadings shall be furnished for each day of loading operations. Before final statement is allowed, the Contractor shall file with the Engineer certified weigh bills and/or certified tickets for all of the fill material actually used in the work by the contract.

4.1.2 Measurement of Salvaged - Salvaged material will be a final pay quantity and will not be measured unless the dimensions or locations shown on the plans are revised.

4.2 Payment - Payment for Aggregate Base, measured as specified, will be made at the unit price per ton as set forth in the Contractor's bid. All costs for furnishing, placing, and compacting the class 2 aggregate base rock are to be included with the price for Bid Item 4 "Class 2 Aggregate Base" as set forth in the Contractor's bid, and no additional or separate compensation will be allowed therefore.

Quantities of material wasted or disposed of in a manner not called for under the contract; or rejected loads of material, including material rejected after it has been placed by reason of the Contractor failing to conform to the provisions of the Contract; or material

not unloaded from the transporting vehicles; or material placed outside of the lines indicated on the plans or established by the Engineer; or material remaining on hand after completion of the work will not be paid for, and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing or rejected material.



ARTICLE II  
SECTION 5- QUARRY STONE RIP RAP

1.0 General Requirements

- 1.1 Scope of Work - The work to be performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required to furnish and install the Quarry Stone Rip Rap as shown on the Plans and described in these Specifications.
- 1.2 Description of Work - At the areas designated on the Plans or as directed by the Engineer, Quarry Stone Rip Rap shall be placed for erosion protection, Traffic Barriers and slope stabilization.
- 1.3 Permit Conditions - The District has a routine maintenance agreement for placing slope protection.

2.0 Materials

- 2.1 Quarry Stone Rip Rap - The Quarry Stone Rip Rap shall be angular in shape and meet the following gradations as determined by screens with square openings. Neither the breadth nor the thickness of any piece of stone shall be less than one third of its length. Materials not meeting the gradation requirements given below as placed at the work site shall be rejected. The Contractor shall take one random sample of the quarry stone from every 1,000 tons of material to be delivered for placement on the levee and shall perform gradation tests on this sample. Sample size shall be equal to or greater than five tons of material. If test results show that Quarry Stone Rip Rap does not meet the required grading, the stone Quarry Stone Rip Rap will not be delivered to the work site until rock processing procedures are adjusted and the gradation test shows gradation requirements are met. All gradation tests are at the expense of the Contractor. Copies of the results of each gradation test shall be provided to the Engineer.

Quarry Stone Rip Rap shall conform to Caltrans Standard Specification 72-2 "Light Class". The Engineer Reserves the right to revise the gradation to a smaller size down to a minimum of No. 3 bedding with appropriate contractor coordination.

The Quarry Stone Rip Rap shall be sound, hard, and durable. Quarry Stone Rip Rap must be free from lamination, weak cleavages, and undesirable weathering. The Quarry Stone Rip Rap shall be free from clay, shale, sandstone, earth, or refuse. Additionally, it must be of such character that it will not disintegrate from the action of air and/or water, handling and placing, and shall be of a quality to insure permanence. The Quarry Stone Rip Rap shall have a specific gravity of 2.4 or greater. The acceptability of the stone with respect to quality and physical properties shall be determined by the Engineer.

3.0 Construction

- 3.1 Clearing - All areas to receive Quarry Stone Rip Rap as shown on the plans shall be cleared as described in ARTICLE 2, Section 2.1, "Clearing and Grubbing".

- 3.2 Sloping - The slope shall be prepared as shown on the plans as to provide a uniform surface and transition into existing Quarry Stone Rip Rap. Benching of the existing Quarry Stone Rip Rap may be required.
- 3.3 Finishing - The Quarry Stone Rip Rap protection shall be thoroughly tamped to interlock the stones to a tight durable mass as to provide a dense and solid finish. The slope shall be prepared as shown on the Plans with bedding stone placed if specified and tamped with the placing equipment.

#### 4.0 Measurement & Payment

- 4.1 Measurement - All Quarry Stone Rip Rap will be measured for payment by the number of tons (2,000 pounds) of material placed and accepted in the completed work. Tonnage will be determined by either displacement measurement or scale weight measurement.
- 4.1.1 Scale Weight Measurement - The measurement of material will be based on scale weight. Scales used for measurement shall, at the option of the Contractor, be either public scales or approved scales provided by the owner of the commercial source of materials. The fill material must be weighed by a person who is certified and bonded as a licensed weigh master in accordance with all of the requirements of the State Inspection Bureau.

Unlicensed weigh masters or individual truck drivers are prohibited from weighing and issuing delivery tickets.

Vehicles used for hauling materials to the project site shall be weighed daily or at such times as desired, and each shall bear a plainly legible identification mark. Duplicate identification marks from different haulers are not acceptable and may be cause for rejection and non-payment of the delivery.

Delivery tickets or weigh bills, which are not dated and signed by the authorized weigh master during that day and shift will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment.

Copies of weigh bills or delivery tickets shall be submitted to the Engineer during the progress of the work. The Contractor shall furnish the Engineer or their designated representative scale tickets for each load of material weighed. These tickets shall include tare weight, identification mark of each vehicle weighed, and time that individual loads arrive at the work site. A master log of all vehicle loadings shall be furnished for each day of loading operations. Before final statement is allowed, the Contractor shall file with the Engineer certified weigh bills and/or certified tickets for all of the fill material actually used in the work by the contract.

- 4.2 Payment - Payment for quarry stone rip rap, and bedding stone measured as specified, will be made at the unit price per ton as set forth in the Contractor's Bid for Item 5 "Rip Rap Slope Protection".



Quantities of material wasted or disposed of in a manner not called for under the contract; or rejected loads of material, including material rejected after it has been placed by reason of the Contractor failing to conform to the provisions of the Contract; or material not unloaded from the transporting vehicles; or material placed outside of the lines indicated on the plans or established by the Engineer; or material remaining on hand after completion of the work will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing or rejected material.

ARTICLE II  
SECTION 6 - ENCROACHMENT MODIFICATIONS

1.0 General Requirements

- 1.1 Scope of Work - The work to be performed under this section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required to protect, furnish, and install the encroachments as shown on the Plans and described in these Specifications.
- 1.2 Description of Work - Encroachments to be protected include siphons. The Contractor shall provide cover, ramps or other protection over the siphons to protect from trucking operations. The existing toe drain shall be relocated in kind where necessary to accommodate the new fill.

2.0 Materials

- ~~2.1 — Materials shall be new. Used materials will be considered if approved by the engineer and the used material is larger or thicker than the material specified or a credit is offered.~~
- ~~2.2 — Siphon replacements shall be Extra High Molecular Weight (EHMW) high density polyethylene with a standard thermoplastic material designation code of PE3608 (thick walled dredger pipe). The pipe shall be equal to or better than Maskell Robbins, PolyPipe EHMW PE3608, SDR 17. Siphon breakers shall be better than existing.~~
- ~~2.3 — Fittings shall be per pipe manufactures recommendations and shall produce no protrusion into the Inside diameter of the pipe. Joining of the pipe shall be by heat fusion performed by a certified fusion technician.~~
- ~~2.4 — Timbers shall be pressure treated wood or plastic timbers.~~

3.0 Construction

- ~~3.1 — Salvage Items — Items to be relocated shall be protected to prevent damage. Damage caused by the relocation shall be repaired at the Contractor's expense.~~
- ~~3.2 — Fabrication — The steel fabrication shall be in accordance with AWS 1.1. The Contractor is responsible for providing working drawings as to the construction of the siphon, welding procedure and field welding and handling.~~
- ~~3.3 — Siphons — The siphons will be removed according to the Plans and provide the least disturbance to the operation of the siphons. Any slope protection damaged shall be immediately replaced. Siphons replacement shall be coordinated so as to not interrupt the landowner's irrigation operations. Each shall be removed and replaced within a 24 hour period.~~
- ~~3.4 — Testing — Prior to backfilling the contractor shall test the siphon to assure that it is airtight. The siphon shall be primed and operated for 8 hours and then shut off. It shall be able to be restarted without priming after 2 days.~~



4.0 Measurement & Payment

4.1 — Measurement — Siphons will be measured per each replaced according to the range of sizes on the bid form. Eneachment modifications will be measured in accordance with the units provided.

4.2 — Payment — Payment for Siphon Replacements shall be at the individualized item cost according to applicable Bid Item 6 “Eneachment Modifications”.

ARTICLE II  
SECTION 7 - CLEAN UP

1.0 General Requirements

- 1.1 Scope of Work - The work to be performed under this section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required for the cleanup of 100% of the work as shown on the Plans and described in these Specifications.

2.0 Construction

- 2.1 General - Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the premises occupied by them in a clean and orderly condition, disposing of refuse in a manner satisfactory to the Engineer and in accordance with existing governmental regulations.
- 2.2 Detailed Requirements - Excess or unsuitable earth or backfill material, broken pipe, or other waste material shall be removed from the jobsite and disposed of by the Contractor at no additional cost to the Owner, unless otherwise directed by the Engineer. Spills resulting from hauling operations along or across existing waterways, streets, roads, ramps or ferry decks shall be removed immediately by the Contractor. All gutters and roadside ditches shall be clean and free from any obstructions. Any deviation from this practice shall have the prior approval of the Engineer. In areas where excessive dust, caused by construction operations, is a nuisance to property owners, the Contractor shall frequently wet down the area to control dust.
- 2.3 Final Cleanup of Premises and Work Site - As a final condition of acceptance of the work, the Contractor shall carefully cleanup the work and the premises, remove all temporary structures built by them or for them, remove all surplus construction materials, debris, and rubbish of all kinds from the grounds, which they have occupied, and leave them in a neat condition. The entire project shall be left in a condition that will present a pleasing appearance as viewed in general and in a manner, satisfactory to the Engineer.
- 2.4 Completion - The Contractor, upon completion of all work, shall restore the areas surrounding the work sites and project sites to a condition as good or better than existed prior to the commencement of work.

3.0 Measurement & Payment

- 3.1 Payment for the work performed under this Section, measured as specified, will be made at a lump sum under Contractor's bid for Bid Item 1 "Mobilization and Demobilization". No additional or separate compensation will be allowed therefore.



**APPENDIX**

**CONTRACT**

This agreement made and entered this XXth day of, 2017 by and between Reclamation District No.684 – Lower Roberts Tract, hereinafter DISTRICT and XXX Contractors License No. XXXX, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Perform the work specified in Contract Documents for

**DWR SPECIAL PROJECT FUNDING AGREEMENT RL 12-1.0  
 HMP Improvements along the San Joaquin River and Burns Cutoff**

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	MOBILIZATION/ DEMOBILIZATION	_____	_____
2.	1	LS	CLEARING AND GRUBBING	_____	_____
3.		TONS	IMPORT EMBANKMENT FILL	_____	_____
4.		TONS	CLASS 2 AGGREGATE BASE	_____	_____
			<b>TOTAL BID PRICE</b>	_____	_____

The total accepted bid price: \$. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, payment shall be made for all undisputed and properly submitted payment requests within 30 days after receipt. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be ten percent (10%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute. Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall provide DISTRICT with payment bond in the amount of one hundred percent (100%) of the contract price in accordance with Civil Code Sections 3247 through 3258. No payment will be made by DISTRICT until such bond has been received.

CONTRACTOR shall provide DISTRICT with performance bond in the amount of 100 percent (100%) of the contract price guaranteeing faithful performance of said contract.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the



DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by contractor and its agents and subcontractors (all including but not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds. All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the DISTRICT, STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers thereof connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.



CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify DISTRICT against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save DISTRICT harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at [www.dirca.gov/DLSR/statistics\\_research.html](http://www.dirca.gov/DLSR/statistics_research.html).

Attached hereto as **Appendix A** is a checklist of labor law requirements. The requirements set forth therein are incorporated into the Contract as set forth therein and shall in the event of inconsistency; supersede any other provisions in the contract.

This project is subject to monitoring by the DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE MONITORING UNIT (CMU). Contractor must submit electronic certified payroll reports directly to the CMU and must display the CMU-produced poster at the jobsite during the course of this project.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773.1 of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail



to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein, the DISTRICT may give CONTRACTOR and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. In the event of any such termination, DISTRICT shall immediately serve notice thereof upon the Surety and CONTRACTOR; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within 30 days from the date of the mailing to such Surety of notice of termination, DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR, and his Surety shall be liable to DISTRICT for any excess cost occasioned DISTRICT thereby, as hereinafter set forth.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR and his Surety.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This agreement incorporates by reference as if set forth in full herein all of the Contract Documents.

This agreement shall not be modified except by written document executed by the parties hereto.

DISTRICT: \_\_\_\_\_ CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX A

### Checklist for Labor Law Requirements

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

#### 1. Payment of prevailing wage rates.

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

#### 2. Apprentices

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

#### 3. Penalties, Forfeitures and Debarment

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

#### 4. Certified Payroll Records



Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776(g).

Each Contractor and Subcontractor shall submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CPU) and if requested to District on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR). If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

## **5. Nondiscrimination in Employment**

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

### **a. Equal Employment Poster**

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

## **6. Kickbacks Prohibited**

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

## **7. Acceptance of Fees Prohibited**

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

## **8. Listing of Subcontractors**

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Government Code Section 4199 et seq.

Under Public Contract Code Section 6109, "Ineligible and Debarred Subcontractors", the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to

perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

**9. Proper Licensing**

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

**10. Unfair Competition Prohibited**

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

**11. Workers Compensation Insurance**

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation.

**12. OSHA**

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

**13. Undocumented Workers**

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

**14. Wage Statements**

Employers must provide itemized wage statements to employees under Labor Code Section 226.

**15. Americans with Disabilities Acts**

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)



TO THE BOARD OF TRUSTEES OF LOWER ROBERTS, RECLAMATION DISTRICT NO. 684:

The undersigned declares that they have carefully examined the location of the proposed work, the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with the said plans, specifications, and special provisions for the unit prices set forth in the following schedule:

UJ 10-1.0

LOWER ROBERTS TRACT  
 BID DATE: June 19<sup>th</sup>, 2017

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
1	Mobilization and Demobilization	1	LUMP SUM		
2	Clearing and Grubbing	1	LUMP SUM		
3	Import Stabilization Fill	18,250	TONS		
4	Class 2 Aggregate Base	24,500	TONS		
5	Quarry Stone Rip Rap	1,800	TONS		
6	Prepare Crown Subgrade	460,000	SF		
7	Relocate Toe Drainage Ditch	1,500	LF		
8	Unforeseen Force Work Account	1	LUMP SUM	\$10,000	\$10,000
	<b>TOTAL BID</b>				

CONTRACTOR \_\_\_\_\_

LICENSE \_\_\_\_\_

ADDRESS \_\_\_\_\_

DIR REGISTRATION #\* \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

NAME PRINTED \_\_\_\_\_

PHONE \_\_\_\_\_

TITLE \_\_\_\_\_

EMAIL \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL REPLATIONS REGISTRATION NUMBER PURSUANT TO LABOR CODE SECTION 1725.5

\*REQUIRED

The Bidder hereby makes the following statements and representations as a part of this Bid:

1. Fair Employment Practices Certificate: The bidder, in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices Act relating to the work herein.
2. Non-Collusion Affidavit: If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and his bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Board of Trustees may call for new bids. The Bidder's attention is called to the

fact that a Bid is not complete and will not be considered for any purpose unless the Noncollusion Affidavit is completely executed and submitted as a part of the Bidder's Bid package.

3. Ineligible Bidder: The undersigned individual or firm is eligible to bid on this project and to enter into a contract with Lower Roberts Tract Reclamation District No. 684 and is not listed on the debarred list of the Labor Commissioner of the State of California.
4. Workers' Compensation Certificate: The bidder is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract. The bidder in submitting a bid for performing the following work by contract hereby certifies he has workers' compensation insurance in accordance with all legal requirements.
5. Prevailing Wages: In accordance with the provisions of Sections 1770 to 1781 of the Labor code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages applicable to the work to be done. For more particular details, and a schedule of the applicable prevailing rate of wages, contact the office of the State of Labor Statistics and Research or the nearest Bureau of Field Enforcement or the State Division of Labor Standards Enforcement.
6. Contractor's License: The Bidder certifies that it has, or will have at the time of award of contract, and will maintain throughout the performance of the work under said contract if awarded the contract, the following California State Contractor's License:

Name on License: \_\_\_\_\_

Classification: \_\_\_\_\_

State Contractors License No.: \_\_\_\_\_

Expiration Date on License: \_\_\_\_\_

7. Acknowledgment of Addenda: The undersigned hereby acknowledges receipt of the following addenda, which have been issued by the District in connection with this Project:

Addendum No. ____ Date _____	Addendum No. ____ Date _____
Addendum No. ____ Date _____	Addendum No. ____ Date _____
Addendum No. ____ Date _____	Addendum No. ____ Date _____

8. The undersigned has checked carefully all of the above figures and understands that Lower Roberts Tract, Reclamation District No. 684 will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
9. The undersigned acknowledges that any interlineations, alterations or changes in this Bid Form or in any of the terms and provisions of the Construction Plans and Specifications may cause this Bid to be rejected as being non-responsive.



10. The bidder is aware of the provisions for him and subcontractors to be registered with the California Department of Industrial Relations (DIR) pursuant to labor Code 1725.5
11. Notice: These certificates constitute a part of the Bid Form, and signature on the signature portion of the Bid Form shall constitute execution of these certificates.

WITH RESPECT TO THE REPRESENTATIONS SET FORTH IN THIS BID, THE UNDERSIGNED DECLARES AND STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_, Being first duly sworn, deposes and says that he/she is \_\_\_\_\_ of the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this date \_\_\_\_\_, 2017, at \_\_\_\_\_,

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_





LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the names and addresses of all subcontractors who will be employed, and the kind of work which each will perform if the contract is awarded to the undersigned. I understand that under Public Contract Code, Section 4100 et seq., I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in the amount in excess of one-half of one percent (1/2 of 1%) of my total bid, and that as to any work in which I failed to do so, I agree to perform that portion myself or be subject to penalty under the act. (Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Give Contractor's license number of each subcontractor, if available. Vendors or suppliers of materials only need not be listed.)

<u>Kind of Work &amp; Percentage of Work</u>	<u>Name and Address</u>	<u>Classification &amp; License No.</u>	<b>Department of Industrial Relations Registration #</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**INFORMATION REGARDING FORM OF ENTITY OF BIDDER**

If an individual makes the proposal, his name and POST OFFICE ADDRESS must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership



must be shown. If made by a corporation, the proposal must show the name and state under the laws of which the corporation was chartered and the names, titles, and business addresses of the President, Secretary and Chief Financial Officer. Please provide a history of the bidder, indicating projects performed by the bidder similar to the Project to be performed hereunder.

Name of Bidder \_\_\_\_\_

Form of Entity \_\_\_\_\_

Please list the requested information below:

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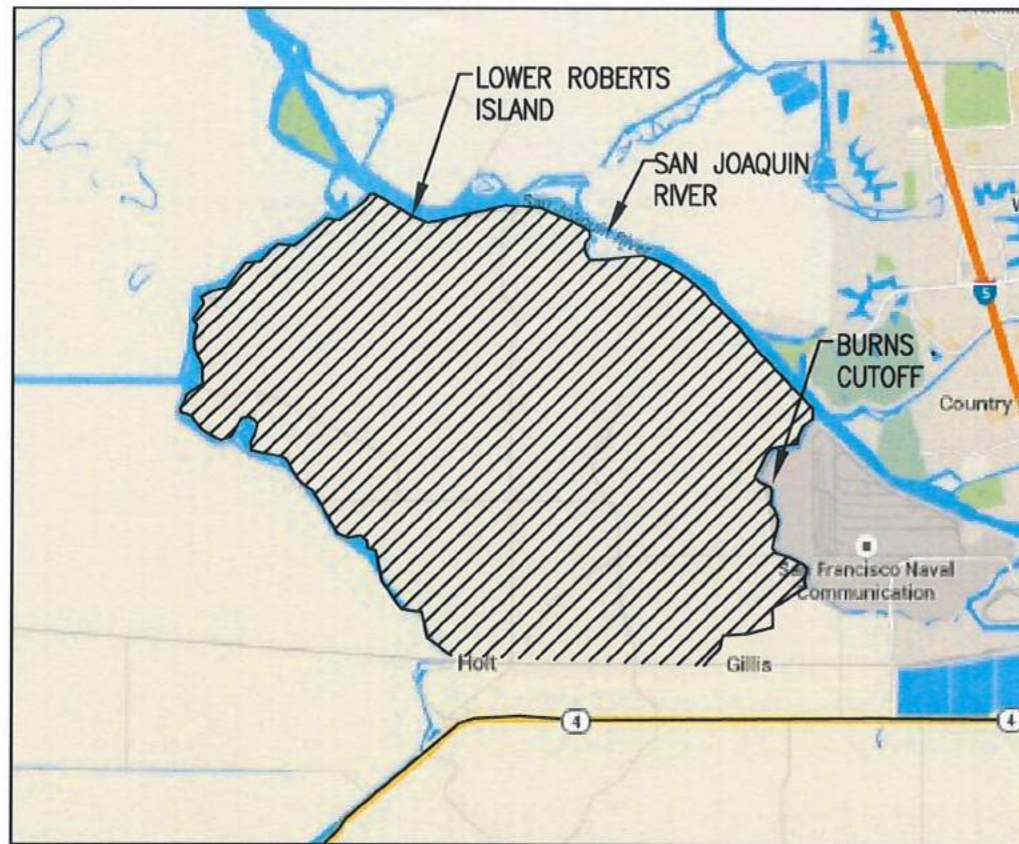
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## PLANS

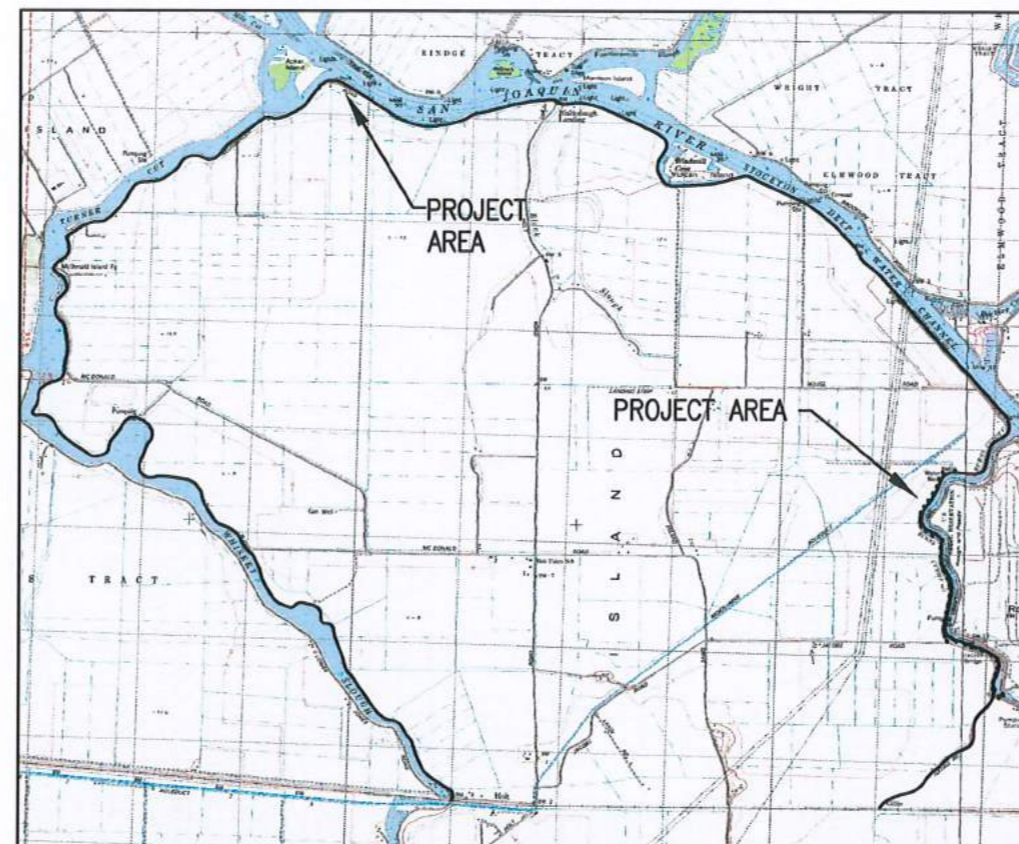


# RECLAMATION DISTRICT 684

## LOWER ROBERTS ISLAND DWR PROJECT RL 12-1.0 CONSTRUCTION PLANS



VICINITY MAP  
NO SCALE



SITE MAP  
1"=6,000'

TABLE OF CONTENTS	SHEET
TITLE SHEET	T-1
WORK AREA	WA-1
CROSS SECTIONS	X-1 TO X-4
AERIAL	EP-1
ELDERBERRY LOCATIONS	EP-2
TYPICAL CROSS SECTION	TYP-1 TO TYP-2

HORIZONTAL AND VERTICAL GRAPHIC SCALE: AS SHOWN

REVISIONS		
REV.	DATE	DESCRIPTION



LOWER ROBERTS ISLAND  
DWR RL 12-1.0  
TITLE SHEET AND VICINITY MAP  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	06/12/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

SHEET NO.	T-1
OF	1
SHEETS	1



**LOWER ROBERTS  
RD 684**

SPECIAL PROJECTS FISCAL YEAR  
2011/2012 APPLICATION HMP LEVEL  
IMPROVEMENTS

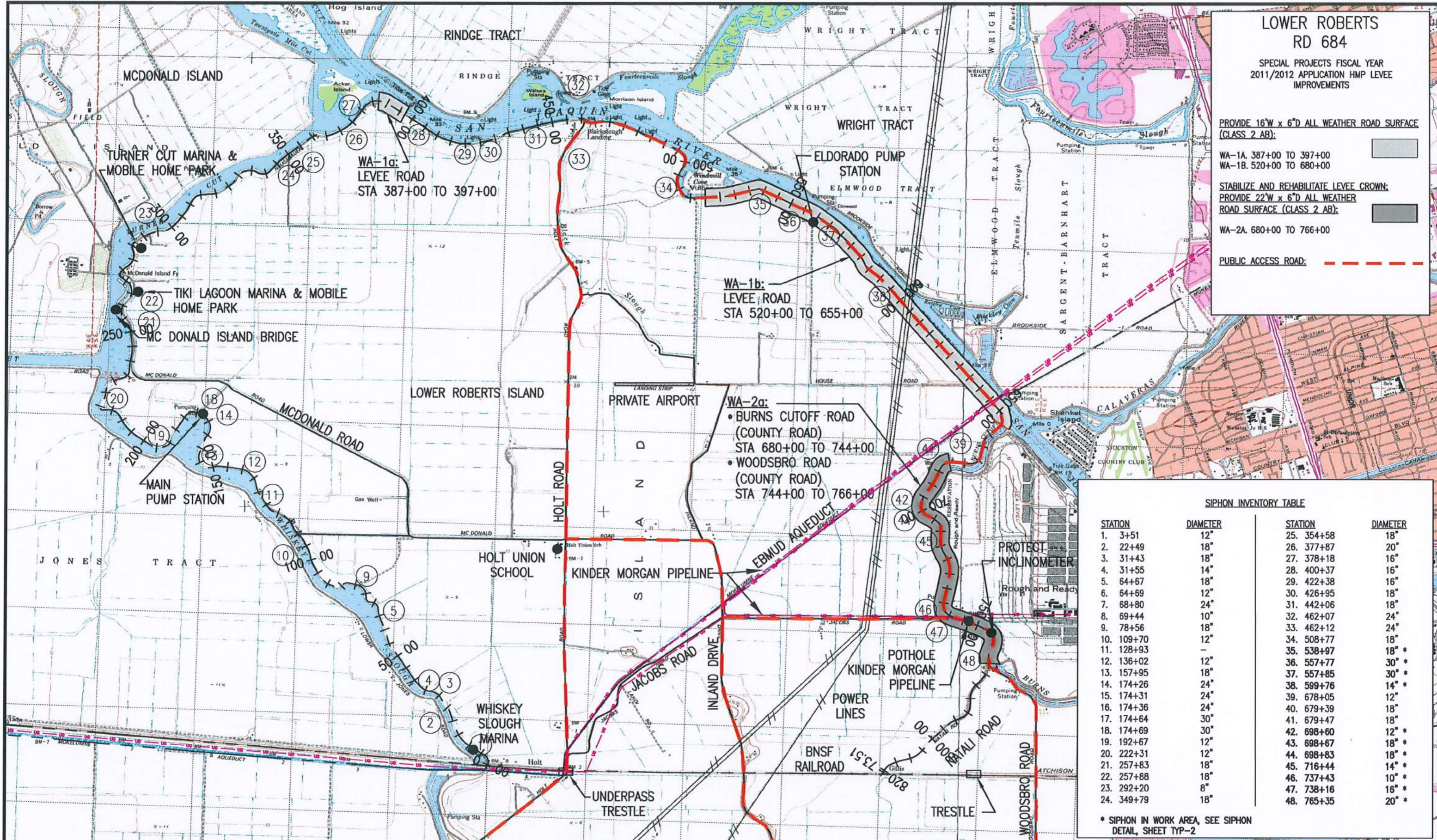
PROVIDE 16'W x 6"D ALL WEATHER ROAD SURFACE  
(CLASS 2 AB):

WA-1A. 387+00 TO 397+00  
WA-1B. 520+00 TO 680+00

STABILIZE AND REHABILITATE LEVEE CROWN:  
PROVIDE 22'W x 6"D ALL WEATHER  
ROAD SURFACE (CLASS 2 AB):

WA-2A. 680+00 TO 766+00

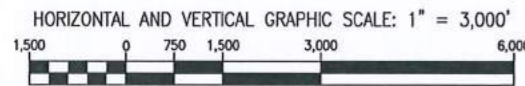
PUBLIC ACCESS ROAD: - - - - -



**SIPHON INVENTORY TABLE**

STATION	DIAMETER	STATION	DIAMETER
1. 3+51	12"	25. 354+58	18"
2. 22+49	18"	26. 377+87	20"
3. 31+43	18"	27. 378+18	16"
4. 31+55	14"	28. 400+37	16"
5. 64+67	18"	29. 422+38	16"
6. 64+69	12"	30. 426+95	18"
7. 68+80	24"	31. 442+06	18"
8. 69+44	10"	32. 462+07	24"
9. 78+56	18"	33. 462+12	24"
10. 109+70	12"	34. 508+77	18"
11. 128+93	-	35. 538+97	18" *
12. 136+02	12"	36. 557+77	30" *
13. 157+95	18"	37. 557+85	30" *
14. 174+26	24"	38. 599+76	14" *
15. 174+31	24"	39. 678+05	12"
16. 174+36	24"	40. 679+39	18"
17. 174+64	30"	41. 679+47	18"
18. 174+69	30"	42. 698+60	12" *
19. 192+67	12"	43. 698+67	18" *
20. 222+31	12"	44. 698+83	18" *
21. 257+83	18"	45. 716+44	14" *
22. 257+88	18"	46. 737+43	10" *
23. 292+20	8"	47. 738+16	16" *
24. 349+79	18"	48. 765+35	20" *

\* SIPHON IN WORK AREA, SEE SIPHON DETAIL, SHEET TYP-2



REV.	DATE	REVISIONS	DESCRIPTION

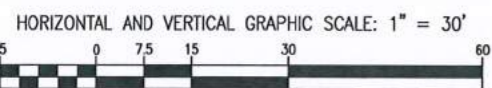
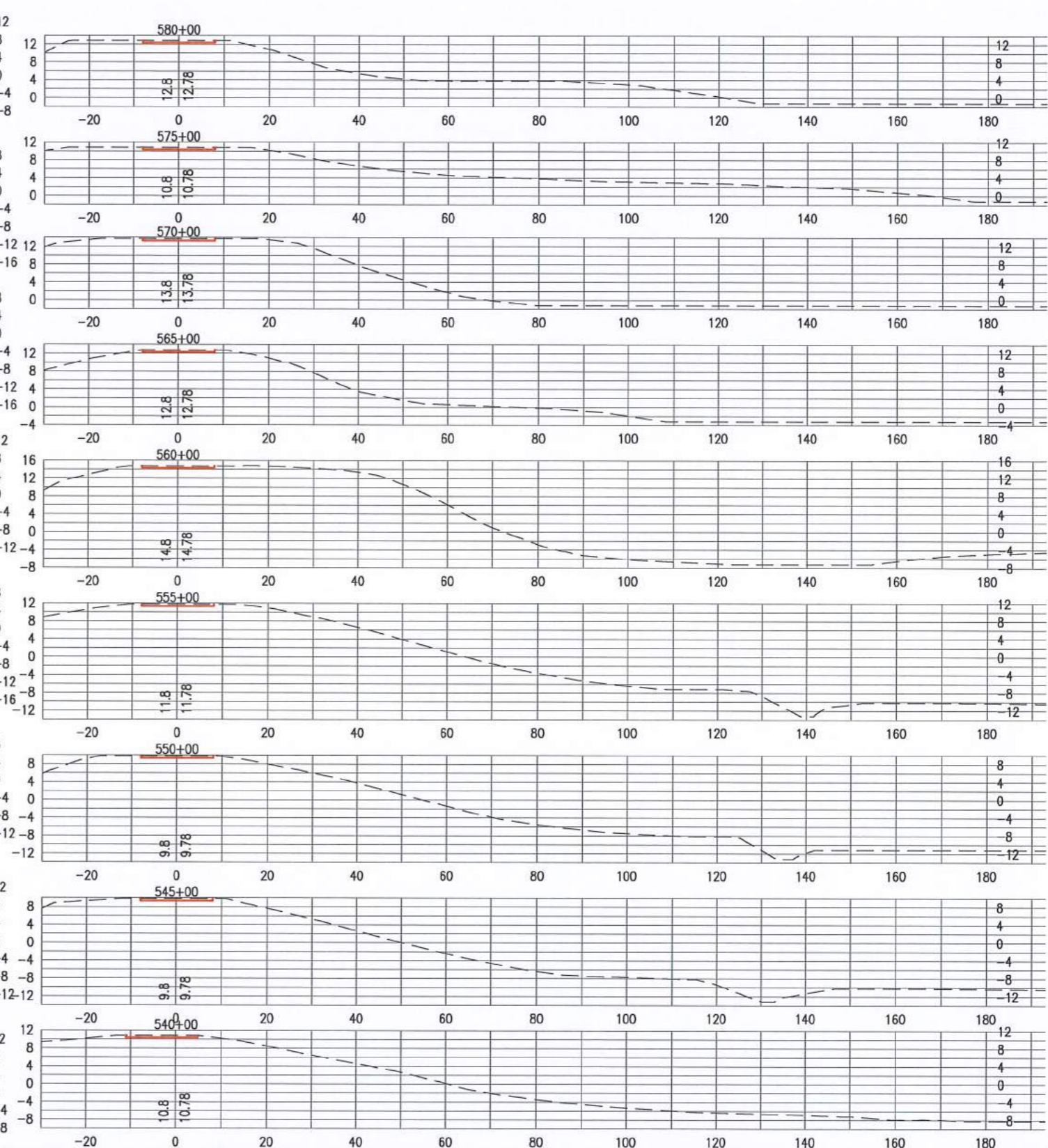
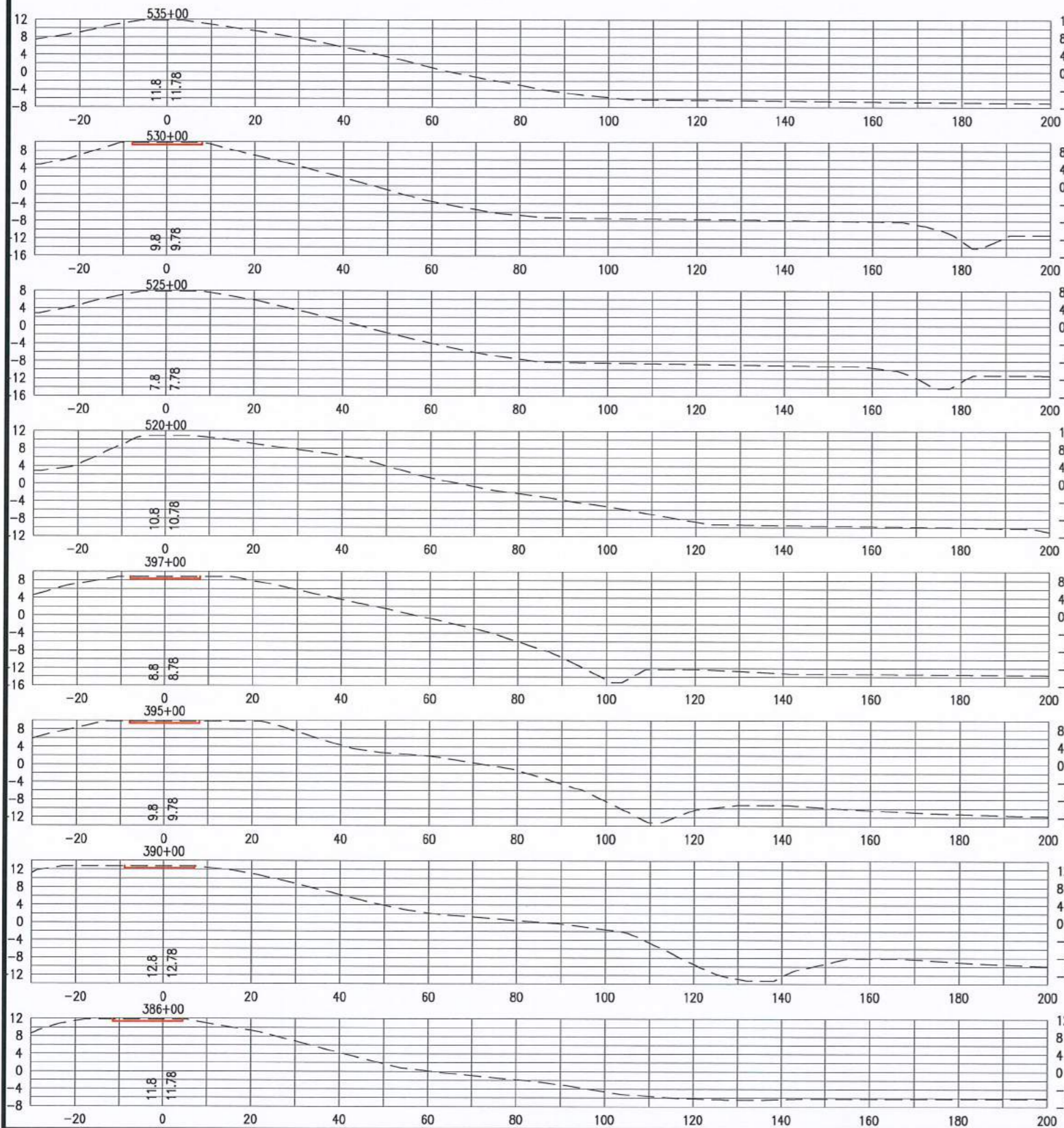


**LOWER ROBERTS ISLAND**  
DWR RL 12-1.0  
WORK AREA MAP  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO: 684-19  
DRAWN BY: GME  
DESIGN BY: DL  
CHECK BY: DG  
SCALE: AS SHOWN  
DATE: 5/15/2017  
CAD FILE: 19\_166401\_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SHEET NO. **WA-1**  
OF \_\_\_\_\_  
1  
SHEETS





REVISIONS		
REV.	DATE	DESCRIPTION



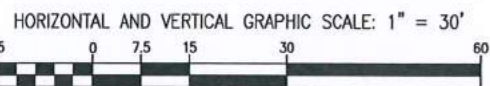
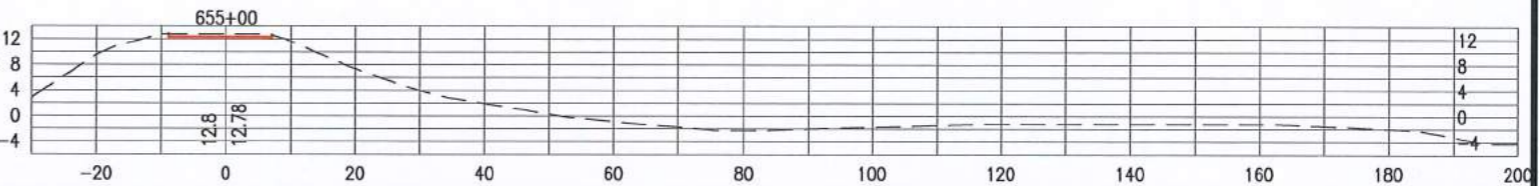
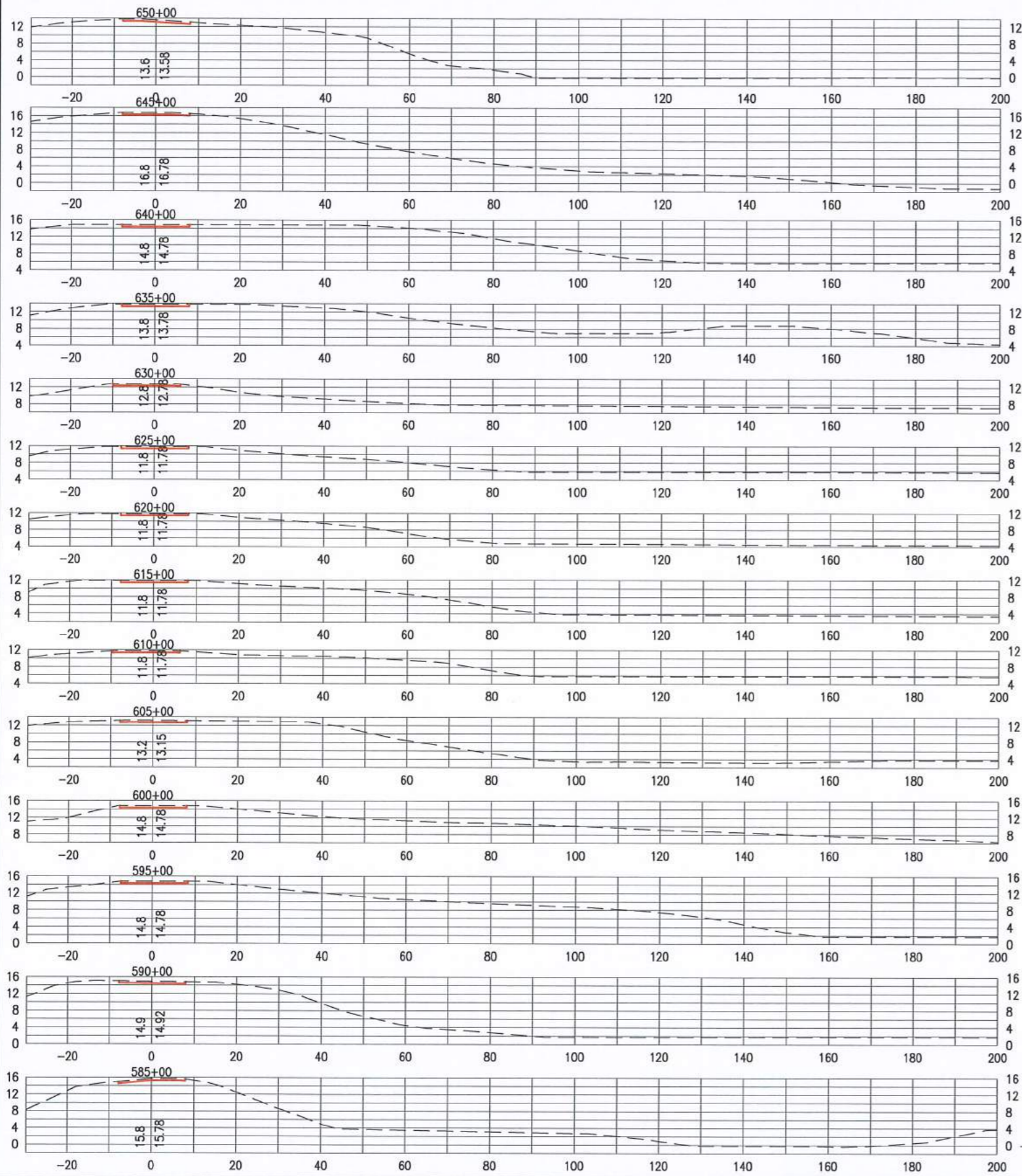
LOWER ROBERTS ISLAND  
DWR RL 12-1.0  
CROSS SECTIONS - WORK AREA 1a & 1b  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO: 684-19  
DRAWN BY: GME  
DESIGN BY: DL  
CHECK BY: DG  
SCALE: AS SHOWN  
DATE: 5/15/2017  
CAD FILE: 19\_160401\_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

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X-1  
OF  
4  
SHEETS





REVISIONS		
REV.	DATE	DESCRIPTION



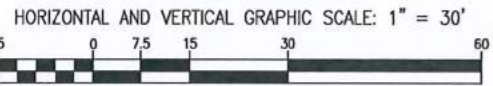
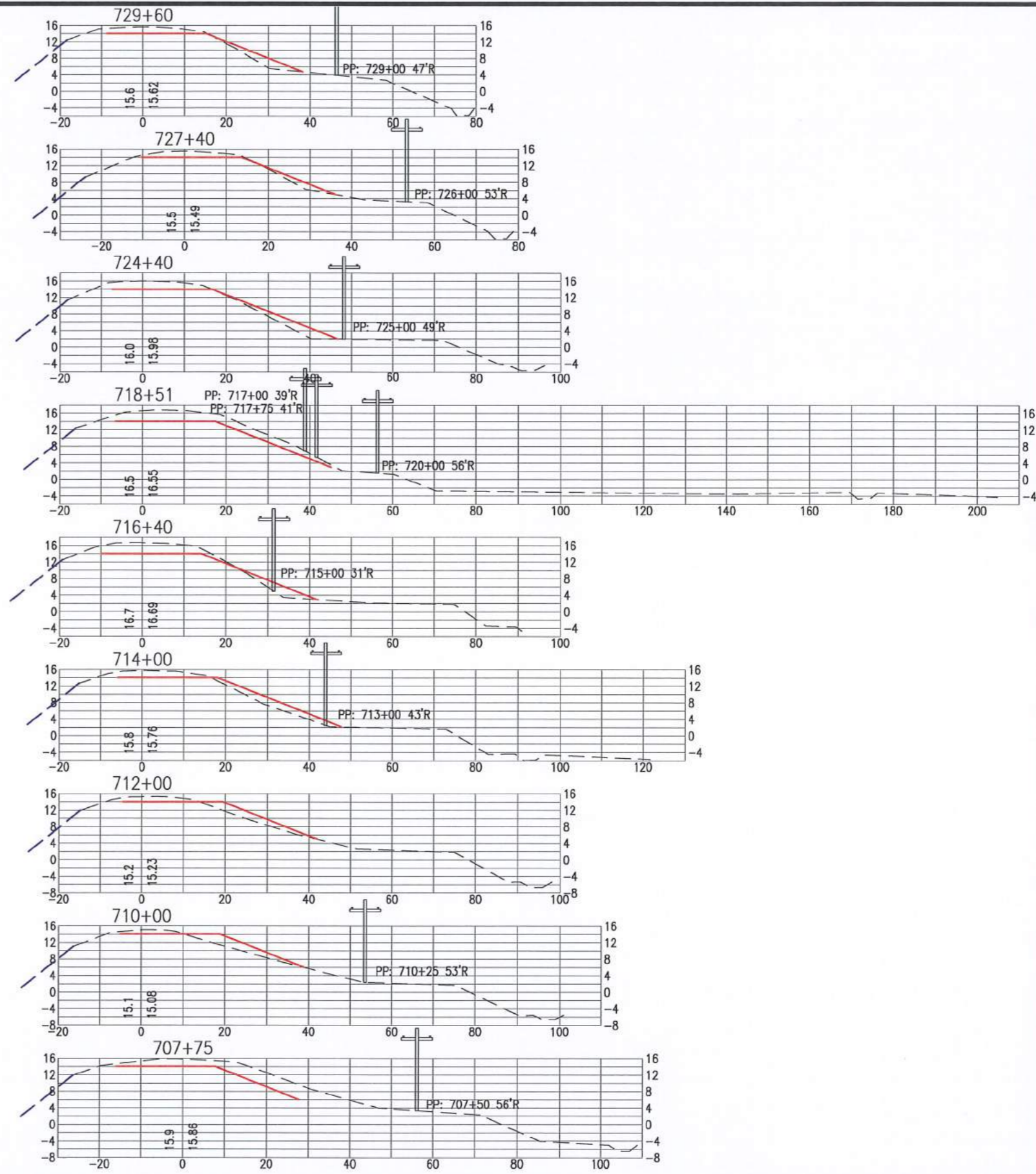
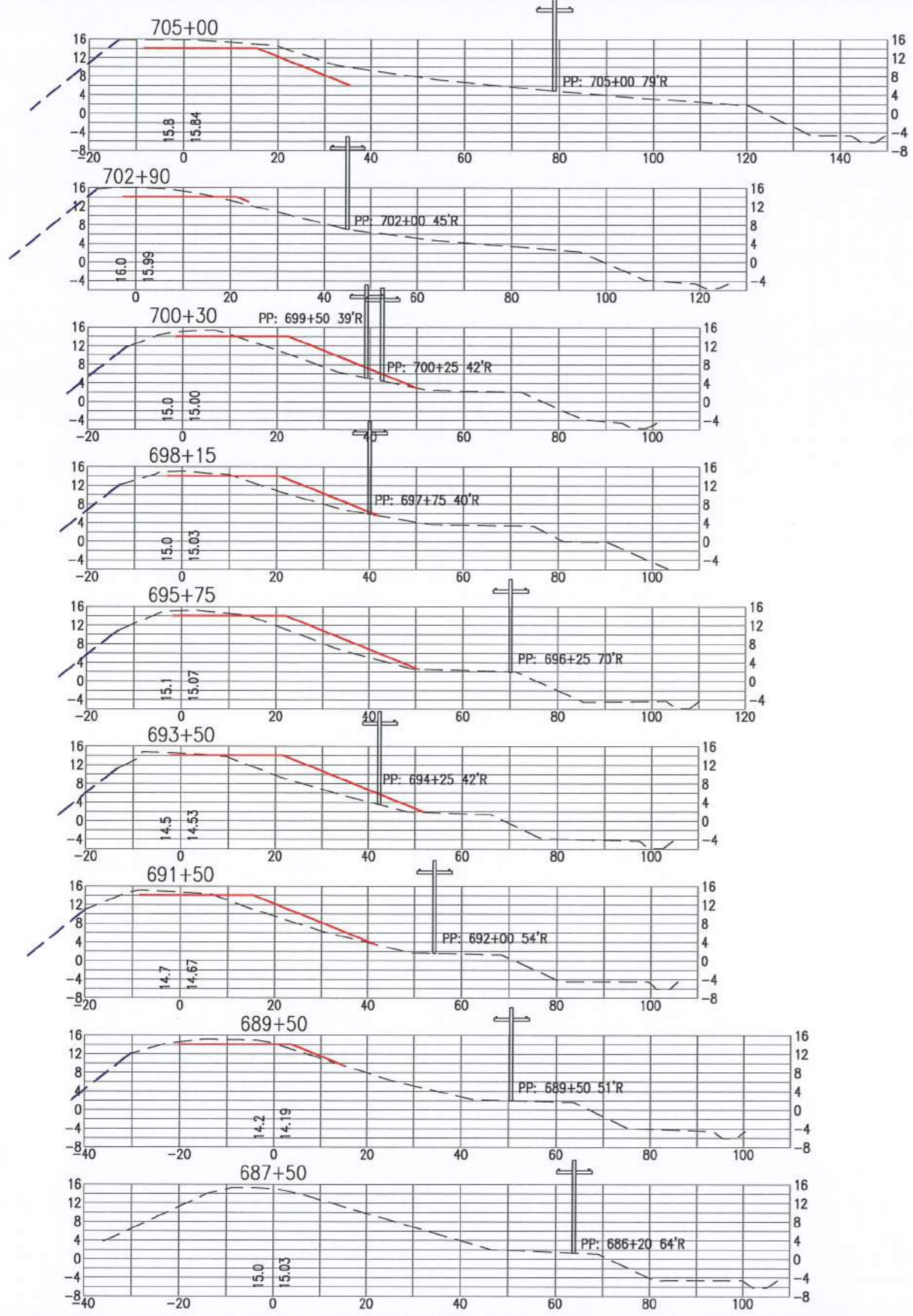
**LOWER ROBERTS ISLAND**  
 DWR RL 12-1.0  
**CROSS SECTIONS - WORK AREA 1b**  
 RECLAMATION DISTRICT #684  
 SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	5/15/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY:	
DATE:	

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**X-2**  
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**4**  
 SHEETS





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REV.	DATE	DESCRIPTION



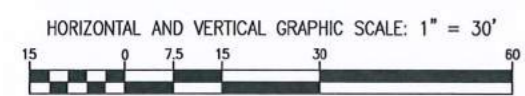
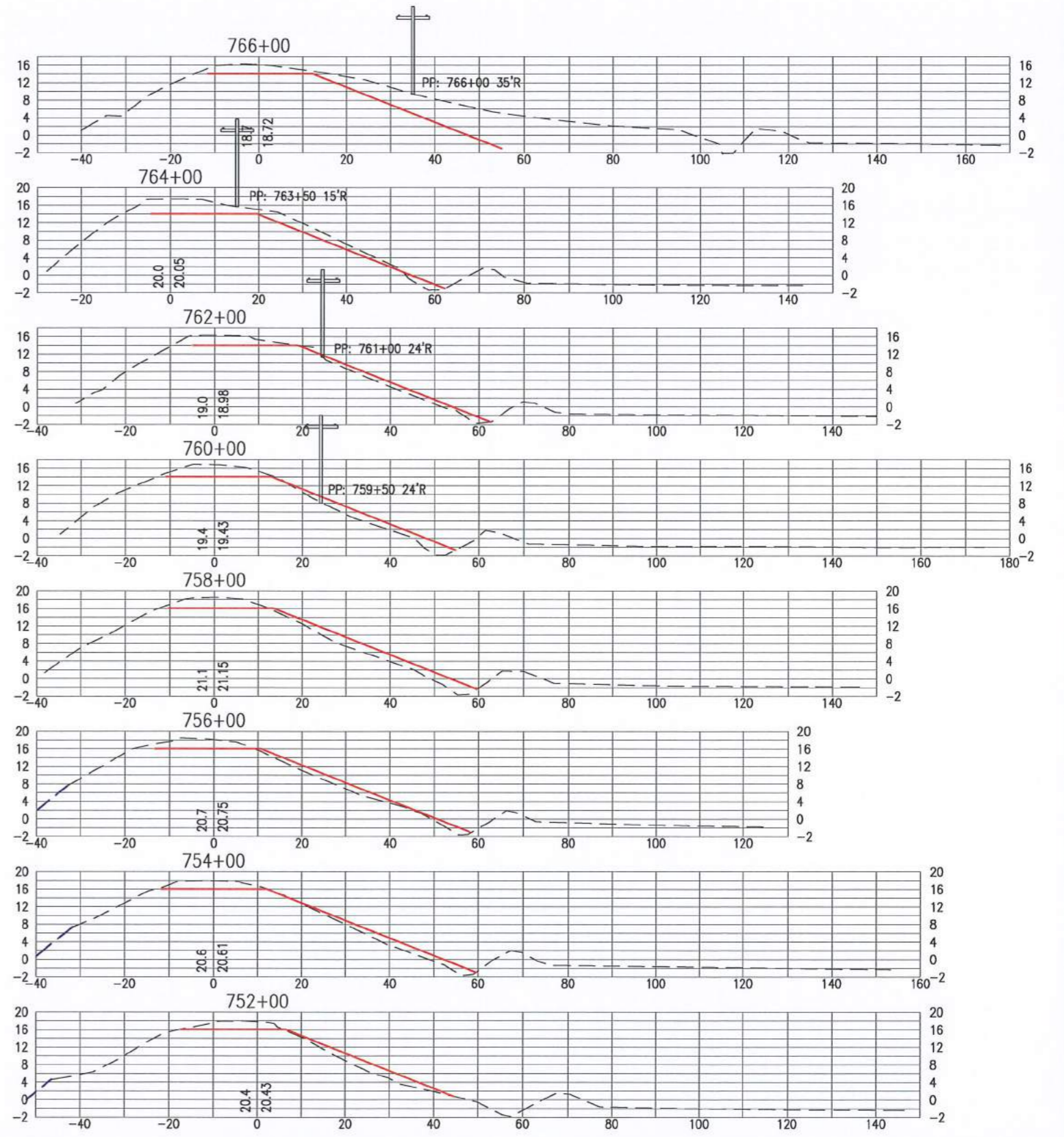
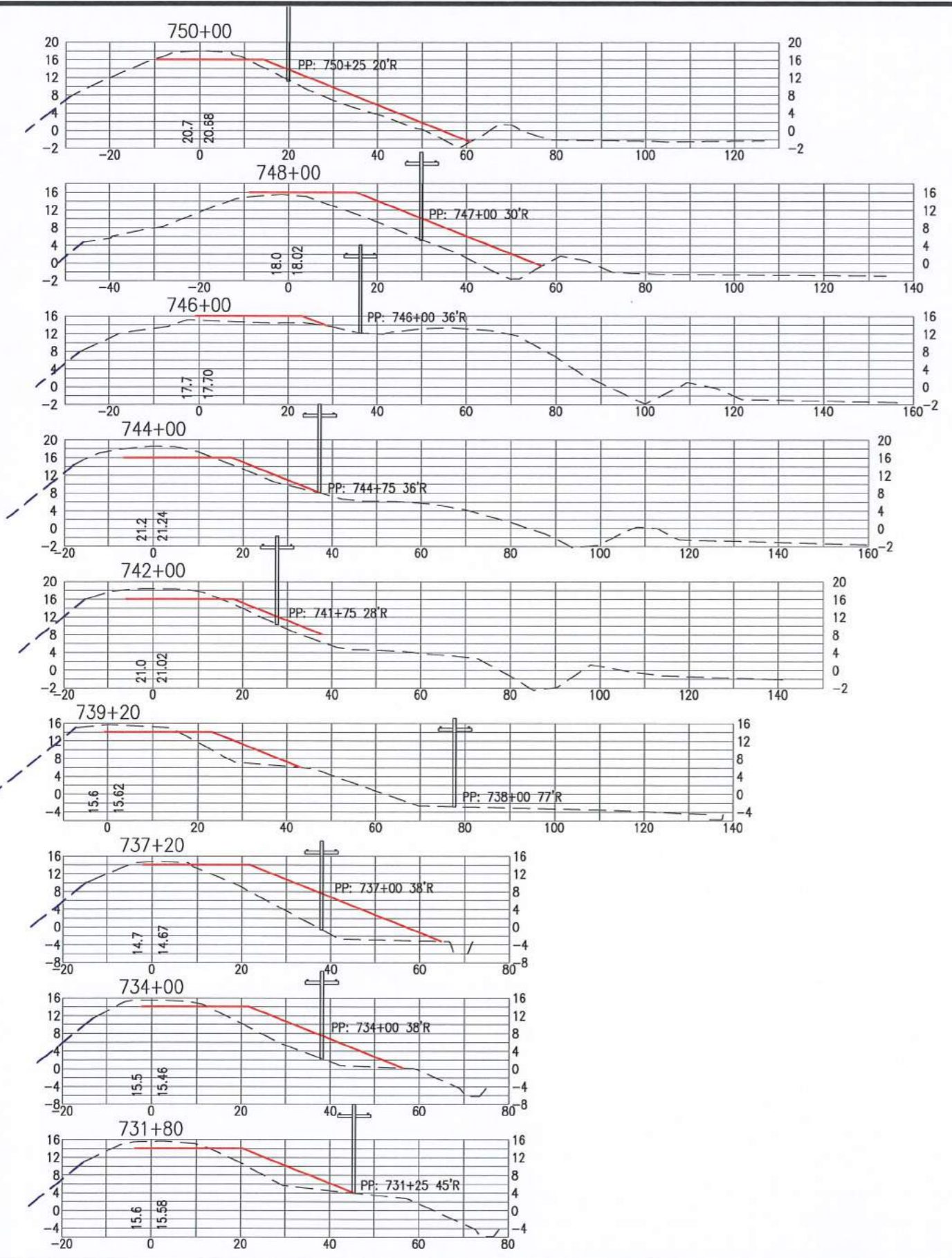
LOWER ROBERTS ISLAND  
DWR RL 12-1.0  
CROSS SECTIONS - WORK AREA 2  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO: 684-19  
DRAWN BY: GME  
DESIGN BY: DL  
CHECK BY: DG  
SCALE: AS SHOWN  
DATE: 3/15/2017  
CAD FILE: 19\_160401\_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

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X-3  
OF  
4  
SHEETS





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REV.	DATE	DESCRIPTION



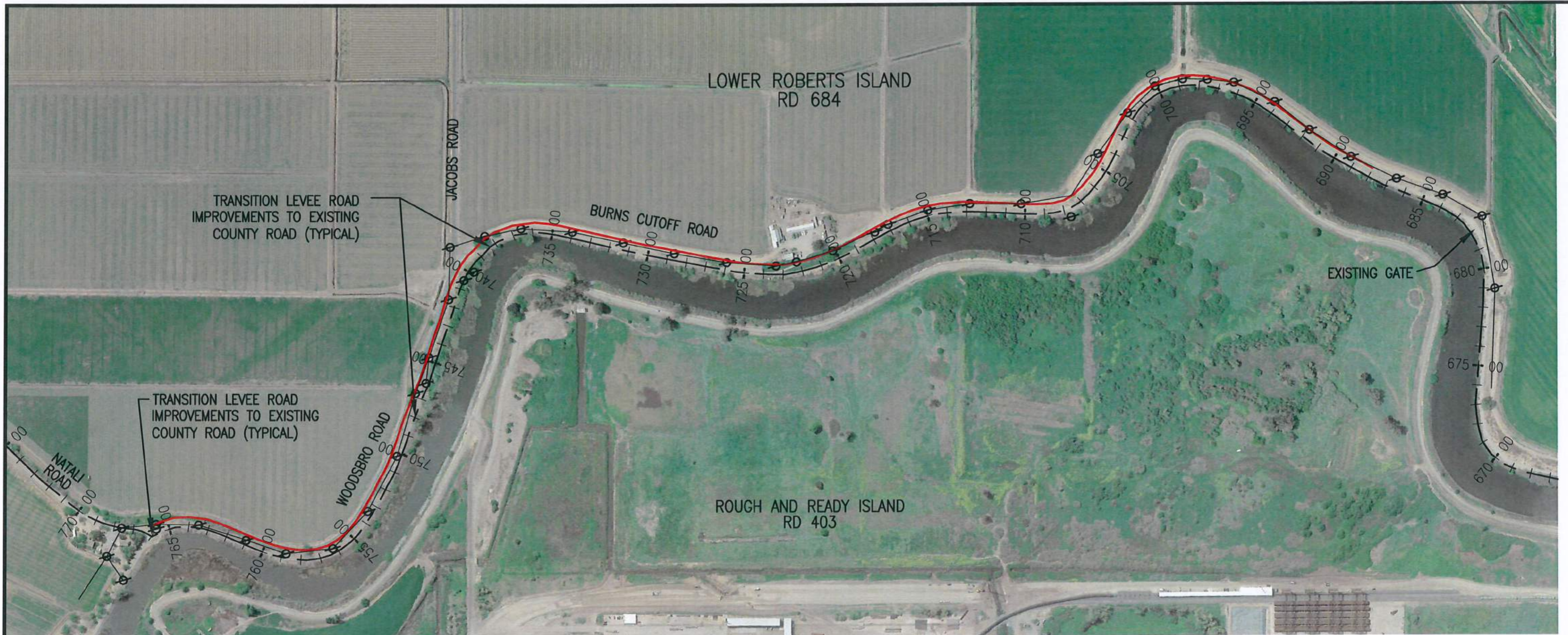
**LOWER ROBERTS ISLAND**  
**DWR RL 12-1.0**  
**CROSS SECTIONS - WORK AREA 2**  
 RECLAMATION DISTRICT #684  
 SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	5/15/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY:	
DATE:	

SHEET NO.  
**X-4**  
 OF  
**4**  
 SHEETS



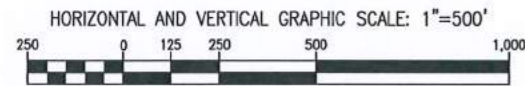


TRANSITION LEVEE ROAD IMPROVEMENTS TO EXISTING COUNTY ROAD (TYPICAL)

TRANSITION LEVEE ROAD IMPROVEMENTS TO EXISTING COUNTY ROAD (TYPICAL)

POWER POLE LOCATIONS

STA	OFFSET	STA	OFFSET	STA	OFFSET	STA	OFFSET
686+20	64'	705+00	79'	726+00	53'	747+00	30'
689+50	51'	707+50	56'	729+00	47'	750+25	20'
692+00	54'	710+25	53'	731+25	45'	759+50	24'
694+25	42'	713+00	43'	734+00	38'	761+00	24'
696+25	70'	715+00	31'	737+00	38'	763+50	15'
697+75	40'	717+00	39'	738+00	77'	766+00	35'
699+50	39'	717+75	41'	741+75	28'		
700+25	42'	720+00	56'	744+75	36'		
702+00	45'	725+00	49'	746+00	36'		



REVISIONS		
REV.	DATE	DESCRIPTION



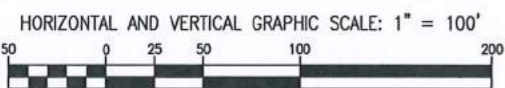
LOWER ROBERTS ISLAND  
DWR RL 12-1.0  
AERIAL  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO: 684-19  
DRAWN BY: GME  
DESIGN BY: DL  
CHECK BY: DG  
SCALE: AS SHOWN  
DATE: 5/15/2017  
CAD FILE: 19\_160401\_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

SHEET NO.  
EP-1  
OF  
1  
SHEETS





REVISIONS		
REV.	DATE	DESCRIPTION



LOWER ROBERTS ISLAND  
PROJECT TITLE  
ELDERBERRY LOCATIONS

RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	5/15/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY: \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NO.

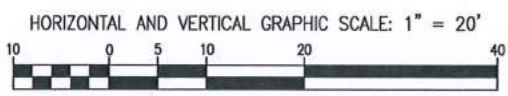
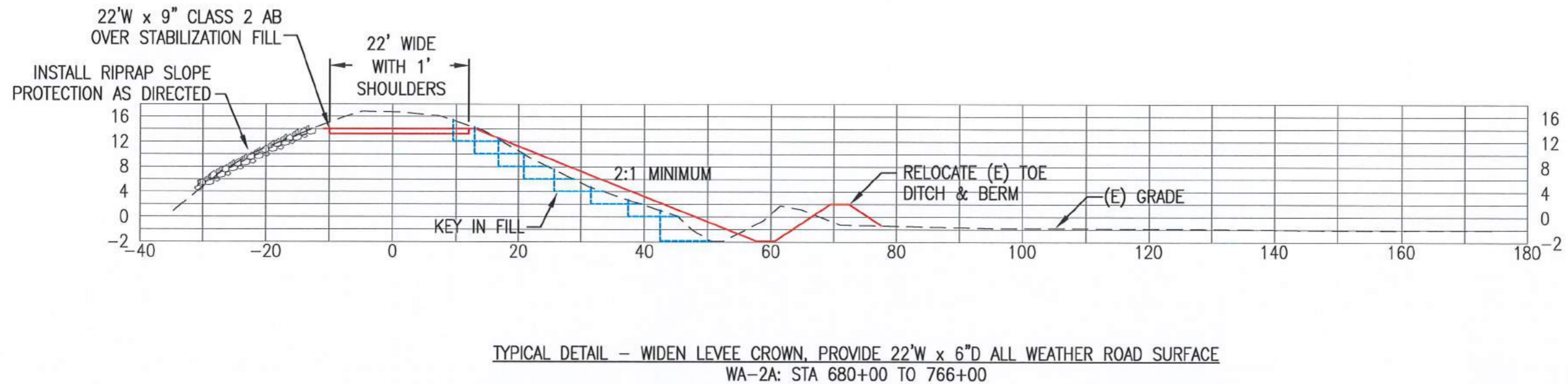
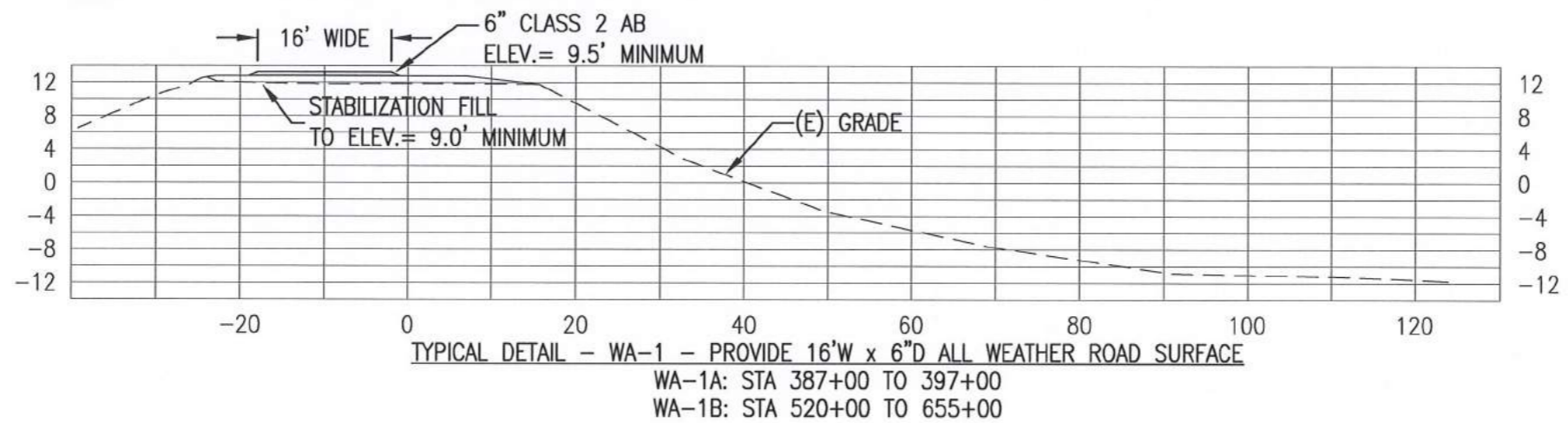
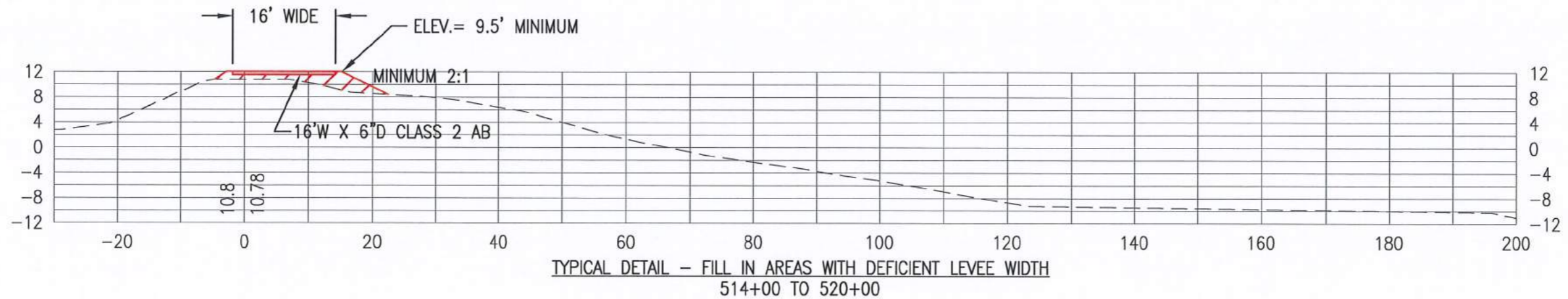
EP-2

OF

1

SHEETS





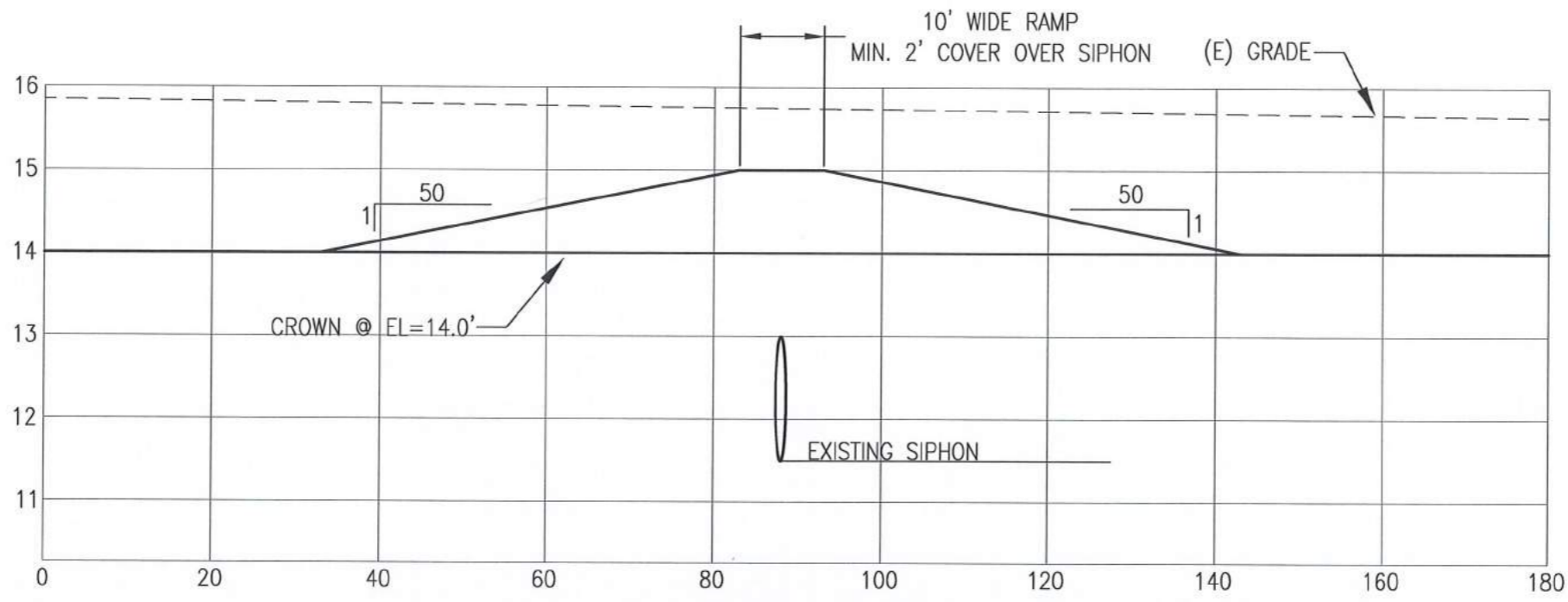
REVISIONS		
REV.	DATE	DESCRIPTION



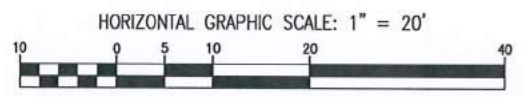
LOWER ROBERTS ISLAND  
DWR RL 12-1.0  
TYPICAL CROSS SECTIONS  
RECLAMATION DISTRICT #684  
SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	5/15/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY:	TYP-1
DATE:	2
SHEETS:	2



DETAIL A - SIPHON RAMP PROFILE  
 H SCALE: 1"=20'  
 V SCALE: 1"=2'



REVISIONS		
REV.	DATE	DESCRIPTION



LOWER ROBERTS ISLAND  
 DWR RL 12-1.0  
 TYPICAL CROSS SECTIONS  
 RECLAMATION DISTRICT #684  
 SAN JOAQUIN COUNTY, CA

PROJECT NO:	684-19
DRAWN BY:	GME
DESIGN BY:	DL
CHECK BY:	DG
SCALE:	AS SHOWN
DATE:	5/15/2017
CAD FILE:	19_160401_MASTER.DWG

APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SHEET NO.  
 TYP-2  
 OF  
 2  
 SHEETS