

**CONTRACT SPECIFICATIONS FOR THE:
AVENUE 128/TEAPOT DOME AND ROAD 216
STORMWATER RETENTION BASIN PROJECT**

**TULE RIVER INDIAN TRIBE, TULE RIVER TRIBE
GAMING AUTHORITY, AND
THE CITY OF PORTERVILLE, CA**

**VOLUME 1
CONTRACT NO. TRTC-97-2022**

RFP Number: TRTC-97-2022
Issue Date: August 5, 2022

THIS PAGE LEFT INTENTIONALLY BLANK)

**TULE RIVER INDIAN TRIBE,
TULE RIVER TRIBE GAMING AUTHORITY, AND
THE CITY OF PORTERVILLE, CA**

**AVENUE 128/TEAPOT DOME AND ROAD 216 STORMWATER
RETENTION BASIN PROJECT**

CONTRACT NO. TRTC-97-2022

TABLE OF CONTENTS

SECTION	<u>Page Number</u>
Notice to Contractors	3
 <u>BID FORMS</u>	
Bid Form	11
Bid Schedule	13
Addenda	14
Bid Guaranty	14
Affidavit of Non-Collusion	14
Subcontractor Listing	15
Attachments	15
Type of Business	15
Contractor Information	15
Attachment A – Statement of Experience of Bidder	18
Attachment B – Designation of Subcontractors	29
Attachment C – Statement of Experience of Subcontractors	20
Attachment D – Site Visit Affidavit	21
Attachment E – Certification Regarding Department, Suspension and Other Responsibility Matters	22
Attachment F – Performance Bond	23
Attachment G – Payment Bond	25

SPECIAL PROVISIONS

SP-01 Standard Specifications	27
SP-02 Responsibility for Materials and Equipment	27
SP-03 Scope and Locations of Work	27
SP-04 Experience Statement	27
SP-05 Time of Completion	27
SP-06 Liquidated Damages	28
SP-07 Order of Work	28
SP-08 Submittals	28
SP-09 Request for Information	28
SP-10 CPM Construction Schedule	28
SP-11 Photographs	29
SP-12 Record Drawings	29
SP-13 Permits and Licenses	29
SP-14 Subsurface Conditions	29
SP-15 Existing Conditions	30
SP-16 Differing Site Conditions	30
SP-17 Contractor's Use of Premises	31
SP-18 Surveys	31
SP-19 Existing Utilities	31
SP-20 Dust Control	31
SP-21 Sewer Flow Bypass Control	32
SP-22 Existing Sewerage Flows	32
SP-23 Noise Abatement	33
SP-24 Restoration of Surfaces	33
SP-25 Traffic Control	33
SP-26 Construction Progress Meetings	35
SP-27 Flood Conditions	35
SP-28 Confined Space	35
SP-29 Insurance Requirements	37
SP-30 Archeological Provisions	42
SP-31 Existing Trees	42
SP-32 Work Restrictions and Conditions	42
SP-33 Measurement and Payment	43
SP-34 Reference Documents	43
SP-35 Escrow Bid Documents	43
SP-36 Project Control Systems	43
SP-37 Storm Water Pollution Control	45

APPENDICES

APPENDIX A:	Geotechnical Engineering Report
APPENDIX B	Example Contract

**TULE RIVER INDIAN TRIBE, TULE RIVER TRIBE GAMING AUTHORITY, AND
THE CITY OF PORTERVILLE, CA**

**AVENUE 128/TEAPOT DOME AND ROAD 216 STORMWATER RETENTION BASIN
PROJECT**

CONTRACT NO. TRTC-97-2022

NOTICE TO CONTRACTORS

Notice is hereby given that the Tule River Indian Tribe and the Tule River Tribe Gaming Authority will receive sealed bids as follows:

BID DATE	August 5, 2022
SUBMIT BIDS TO:	TULE RIVER TRIBAL COUNCIL GAMING AUTHORITY BOARD ATTN: CORINA HARRIS, PROCUREMENT DIRECTOR 340 N. RESERVATION ROAD PORTERVILLE, CA 93257 UNTIL 3:00 PM (LOCAL TIME)
FOR:	AVENUE 128/TEAPOT DOME AND ROAD 216 STORMWATER RETENTION BASIN PROJECT
CONTRACT NO.	TRTC-97-2022
RFP NO.	TRTC-97-2022
CONTRACTOR LICENSE REQUIRED:	CLASS A – GENERAL ENGINEERING
PRE-BID CONFERENCE MEETING	ROAD 216 JUST SOUTH OF 13009 ROAD 216
DATE, TIME AND LOCATION	PORTERVILLE, CA 10:00 AM, AUGUST 18, 2022

PROJECT BACKGROUND

The Tule River Indian Tribe (Tribe) is a federally recognized Indian Tribe located within the County of Tulare, California. The Tribe, through the Tule River Tribe Gaming Authority (Gaming Authority), currently operates a Class III gaming facility, the Eagle Mountain Casino, on its existing 55,000 acre-reservation. The Tribe and the Gaming Authority (collectively, the Owner) is relocating the Eagle Mountain Casino to a 40-acre parcel located at 2780 West Road within the City of Porterville, California (Relocation Project). In connection with the Relocation Project, the

Owner is relocating and reconstructing a City of Porterville owned stormwater retention basin, as well as relocating a City of Porterville wastewater effluent recirculation basin. The project is further described in more detail below.

PROJECT DESCRIPTION

The work to be performed under this contract includes furnishing of all labor, materials, and equipment to construct a new stormwater retention basin, relocate an existing recirculation basin, construct new storm drainage facilities, and perform miscellaneous site work and facility relocations to construct the project.

The new stormwater retention basin would be constructed north of Avenue 128/Teapot Dome Road, east of the Friant Kern Canal, south of the extension of Avenue 130, and west of Road 216. The approximate volume of the new stormwater detention facility is approximately 200 acre-feet. Approximately 556,000 cubic yards of material will be cut and 13,200 cubic yards of material filled to construct the stormwater retention basin. The approximate earthwork total is 569,000 CY.

The recirculation basin relocation will result in the construction of a replacement recirculation basin between the new stormwater retention basin and the extension of the Avenue 130 alignment. The new recirculation basin will be approximately 15 ft deep, have approximately 3.8 acre-feet of storage, and include the relocated pump and pump discharge from the City's wastewater outfall.

The project includes construction of a new 72-inch storm drain constructed between the terminus of an existing irrigation ditch, extending south along West Street, west along the extension of Avenue 130, and south along Road 216 to the new stormwater retention basin.

All work associated with this contract shall include, but not be limited to, mobilization/demobilization, demolition and relocation, grading, exporting of material, construction of the new storm drain piping, fencing, abandonment of the existing recirculation pond, construction of the new recirculation pond, relocation of the existing pumps, piping, and power supply to the new recirculation pond location, and the construction of the project in accordance with City design standards. Contractor will be responsible for preparing traffic control plans and obtaining permits as required.

It is the Contractor's responsibility to verify the location and extent of all proposed and existing features of the Project to plan and implement the work accordingly.

It is the Contractor's responsibility to apply for a dust control permit from San Joaquin Valley Air Pollution Control District, pay all associated fees in order to obtain Dust Control permit and perform all work per the requirements of the operating permit.

It is the Contractor's responsibility to become familiar with the CEQA document prepared for this Project. The CEQA document is available for review on the City of Porterville website. For additional information, please contact either Corina Harris at (559) 781-4271, extension 1042 and corina.harris@tulerivertribe-nsn.gov, or Curtis Lam at (530) 848-3938, clam@hydrosience.com.

In addition, any requirements doing work on this Project as stated in the CEQA document that directly or indirectly affect the performance of the contract shall be accounted for and included as part of the Contractor's operating conditions and scope of work. Please note this is a prevailing wage project.

Such other items or details not mentioned above that are required by these Contract Specifications or are required to complete the work shall be performed, placed, constructed, or installed in accordance with the Contract Specifications and Plans, and/or as directed by HydroScience.

The successful bidder will have **210 calendar days** to complete the Project from date of issuance of Notice to Proceed.

BID PROCESS

MANDATORY PRE-BID CONFERENCE:

A pre-bid conference will be held on August 18 AT 10:00 AM for the purpose of reviewing and answering questions regarding this project and a site visit will be conducted immediately following the pre-bid conference. Attendance at the pre-bid conference and site visit is **mandatory** for all Contractors submitting a bid to be considered qualified. Engineer and Construction Management representatives will be present for questions.

QUESTIONS REGARDING WORK:

Any questions regarding the type of work to be done are to be in writing via email directed only to Corina Harris at corina.harris@tulerivertribe-nsn.gov, and Curtis Lam at clam@hydroscience.com. Responses will be provided to questions submitted up until August 25, 2022 at 11:00 AM, and responses will be recorded, and answers may be distributed to all known bidders at the Tribe's option.

ELIGIBILITY:

Award of this contract requires a valid California Contractor's Class A – General Engineering license. Bids will not be evaluated if the Contractor's current or past corporate or other interests may, in the Owner's opinion, give rise to a conflict of interest.

CONTRACTOR'S EXPERIENCE:

The Contractor must demonstrate previous successful experience in the construction of stormwater detention facilities. The Contractor must have constructed at least three stormwater detention facilities with a storage capacity of 50 acre-feet or more that were constructed since January 1, 2014.

NEGOTIATION DELAY:

If a written contract cannot be negotiated within thirty (30) days of award notification sent to the apparent successful bidder, or such time as determined solely by the Owner, the Owner may, at its sole discretion, terminate negotiations and either negotiate a contract with the next qualified

apparent successful bidder or choose to terminate the bidding process and not enter into a contract with any of the bidders.

DEBRIEFING:

At the conclusion of the bid process, all Contractors will be notified of the outcome.

ESTIMATED TIME-FRAMES:

The following timetable outlines the anticipated schedule for the bid process. The timing and the sequence of events resulting from the bid process may vary and shall be ultimately determined by the Owner.

Event	Anticipated Date
Notice to Contractors Issued	August 4, 2022
Pre-bid conference and site visit	August 18, 2022
Deadline for Submitting Questions	August 25, 2022
Closing Date to Submit Bid	September 6, 2022
Apparent Successful Bidder Notified (estimated)	September 9, 2022

BID PREPARATION

SIGNED BIDS:

All bids must be signed by an authorized person/designee to sign on behalf of the Contractor and to bind the Contractor to statements made in response to these Contract Specifications.

IRREVOCABILITY OF BIDS:

By submission of a clear and detailed written notice, the Contractor may amend or withdraw its bid prior to the closing date and time. Upon closing, all bids become irrevocable for ninety (90) days. A Contractor who has withdrawn a proposal may submit a new bid prior to the closing date, provided that such bid is done in accordance with the terms and conditions of these Contract Specifications.

ACCEPTANCE OF TERMS:

Unless specifically excluded in writing, all the terms and conditions of these Contract Specifications are accepted by the Contractor and incorporated in its bid.

CONTRACTORS' EXPENSES:

Contractors are responsible for their own expenses in preparing and submitting a bid, and for subsequent negotiations with the Owner, if any. The Owner will not be liable for Contractor claims, whether for costs or damages incurred by the Contractor in preparing and submitting the bid, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

COMPLETENESS OF BID:

By submission of a bid the Contractor warrants that if these Contract Specifications requires a Contractor to design, create or provide a system or a process or manage a program, all components required for the system, process or management of the program have been identified in the bid or will be provided by the successful bidder at no charge.

ADDITIONAL TERMS

ACCEPTANCE OF BIDS:

These Contract Specifications should not be construed as an agreement to procure goods or services by the Owner. The Owner is not bound to enter into a contract with the Contractor who submits the lowest priced proposal or with any Contractor. Bids will be reviewed based on the evaluation criteria. The Owner will be under no obligation to receive further information, whether written or oral, from any Contractor.

Neither acceptance of a bid nor execution of a contract will constitute authorization of any activity or development contemplated in any bid that requires any approval, permit or license pursuant to any federal, state, tribal, regional district or municipal statute, regulation or by-law.

FORM OF CONTRACT:

By submission of a bid, the contractor agrees to be identified as the apparent successful bidder and is willing to enter into a contract with the Owner. Owner anticipates the use of AIA Document A133-2019 (Owner-Construction Manager as Constructor Agreement).

LIABILITY FOR ERRORS:

While the Owner has used considerable efforts to ensure an accurate representation of information in these Contract Specifications, the information contained herein is supplied solely as a guideline for Contractors. The information is not guaranteed or warranted to be accurate by the Owner, nor is it necessarily comprehensive or exhaustive. Nothing in these Contract Specifications is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in these Contract Specifications.

MATERIAL OWNERSHIP:

All materials submitted, including but not limited to proposals in response to these Contract Specifications and any and all information, documentation, and presentations provided by the successful bidder to the Owner on a go-forward basis, shall become the sole property of Owner. Contractors agree to indemnify and hold the Owner and the Owner's instrumentalities harmless from any claims based on the use of such materials submitted and any and all information, documentation, and presentations provided to the Owner.

USE OF CONTRACT SPECIFICATIONS:

These Contract Specifications, or any portion thereof, may not be used for any purpose other than the submission of bids.

CONFIDENTIALITY OF INFORMATION:

Information pertaining to the Owner obtained by the Contractor as a result of participation in this bid process and Project is confidential and must not be disclosed without written authorization from the Owner.

NON-MATERIAL VARIANCES:

The Owner, in its sole discretion, may waive or permit the cure of nonmaterial variances in the bid. Non-material variances include but are not limited to failures to comply that: (i) do not affect overall responsiveness, (ii) are merely a matter of form or format, (iii) do not change the relative standing, or otherwise prejudice other Contractors, (iv) do not change the meaning or scope of these Contract Specifications, or (v) do not reflect a material change in the requirements of these Contract Specifications.

CRIMINAL HISTORY AND BACKGROUND INVESTIGATION:

The Contractor hereby explicitly authorizes the Owner, in the Owner's sole discretion, to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and supervisory personnel who will be involved in the performance of the contract.

NATIVE PREFERENCE:

Firms seeking consideration of priority based on Native Preference must provide proof of tribal ownership.

SOVEREIGN IMMUNITY:

Nothing contained in these Contract Specifications shall be construed as a waiver of rights, privileges, and sovereign immunity of the Owner.

CONTRACT DOCUMENTS:

Contract Documents may be accessed by logging the Tribe's website at <https://tulerivertribe-nnsn.gov/rfp/>.

Bids submitted must use the Contract Specifications and Plans unless otherwise updated by addenda..

BONDS:

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Tule River Indian Tribe, or cash from an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the Tule River Indian Tribe, each for not less than one hundred percent (100%) of the contract price. Pursuant to the California

Contract Code Section 22300, the Contractor may, at its own expense, substitute securities for any money being withheld by the County to ensure performance under this contract.

LATE BIDS:

Late bids will not be accepted.

RESERVATION OF RIGHTS:

The Owner reserves the right to reject any or all bids, to waive any formality in any bid, and to determine which bid, in the judgment of the Owner, is the lowest responsive bid of a responsible bidder.

As part of the final selection process the Owner reserves the right to:

1. Contact all references provided by the Contractor.
2. Request an interview with the Contractor. Presenters must include key staff members for the proposed services. The location, time and date will be determined by the Owner and the Contractor will be notified.

MODIFICATION OF TERMS:

The Owner reserves the right to modify the terms of these Contract Specifications at any time in its sole discretion. This includes the right to cancel these Contract Specifications at any time for any reason whatsoever prior to entering into a contract with the apparent successful bidder.

INFORMATION FROM OTHER SOURCES:

The Owner reserves the right to obtain and consider information from other sources concerning the Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any Subcontractor or consultants identified in the bid, the Contractor's financial stability, past or pending litigation, and other publicly available information.

CLARIFICATIONS TO BIDS:

Owner reserves the right to request, and the Contractor agrees to furnish, any additional data required to support the information contained within their bid.

ADDENDUM OR SUPPLEMENTS TO CONTRACT SPECIFICATIONS:

In the event it becomes necessary to revise any part of these Contract Specifications, an addendum which outlines any changes or modifications to the original Contract Specifications will be provided to each Contractor that received the original Contract Specifications. All bids must contain acknowledgement of any and all addenda.

CONFIDENTIALITY:

These Contract Specifications is confidential and for the sole use of Contractor's preparation of a bid. By the Contractor's acceptance hereof, Contractor agrees:

1. Not to disclose, copy or distribute these Contract Specifications in whole or in part to persons other than its employees and agents who are authorized by nature of their duties to receive such information.
2. To return any confidential or proprietary materials upon the Owner's request.
3. Not to use any information in these Contract Specifications or any other materials related to the business affairs or procedures of the Owner, Owner and/or any affiliates for Contractor's advantage of any other purpose, other than in performance of these Contract Specifications.
4. Contractors must recognize and acknowledge that Owner operates in a competitive and sensitive gaming business environment and, for that reason, both parties expect these Contract Specifications to be treated as confidential.

****END OF SECTION****

**TULE RIVER INDIAN TRIBE OF CALIFORNIA
AND THE CITY OF PORTERVILLE, CA**

**AVENUE 128/TEAPOT DOME AND ROAD 216
STORMWATER RETENTION BASIN PROJECT
CONTRACT NO. TRTC-97-2022**

BID FORM

SUBMIT BIDS TO:

Tule River Tribal Council
Gaming Authority Board
Attn: Corina Harris, Procurement Director
340 N. Reservation Road
Porterville, CA 93257

NO LATER THAN: September 6, 2022 at 3:00 PM

Bids will be publicly opened immediately after the bid deadline at the location identified above.

TO:

Tule River Tribal Council
Gaming Authority Board
Attn: Corina Harris, Procurement Director
340 N. Reservation Road
Porterville, CA 93257

I. BID:

Pursuant to your published NOTICE TO CONTRACTORS for the above-referenced Project, and in accordance with the approved Contract Specifications and Plans for the Project, the following bid for said entire Project is hereby submitted by the firm indicated on this Bid Form. (Complete the "unit price" and "contract total" columns (multiply quantity times unit price) in legible handwriting or with typed figures.)

The undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed therein. Bidder declares that this bid is based upon careful examination of the Notice to Contractors, Contract Specifications, Special Provisions, and all other Contract Documents. If this bid is accepted for award, bidder agrees to enter into a contract with Owner at the unit and/or lump sum prices set forth in the following bid schedule(s).

The bidder must bid on all items and provide a price for each bid item or the bid may be disqualified. Owner reserves the right to delete any or all of the bid items of work from the contract. Lump sum bid items shall include all necessary materials, labor, equipment and

associated administrative costs. A detailed cost breakout of any received lump sum bid items may be requested at the Owner's discretion. Please note, this is a prevailing wage project.

Bidder understands that a bid is required for the entire work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

II. PROJECT SUMMARY:

The work to be performed under this contract includes furnishing all labor, materials, tools, equipment, and services for the Avenue 128/Teapot Dome and Road 216 Stormwater Retention Project. Please note, this is a prevailing wage project.

The work for each bid component shall be in accordance with the improvements identified in the Contract Documents. The Contract Documents shall take precedence over the information listed herein.

The new stormwater retention basin and relocated recirculation basin would be constructed on the southern portion of APN 302-100-015. This parcel is located north of Avenue 128/Teapot Dome Road, east of the Friant Kern Canal, south of the extension of Avenue 130, and west of Road 216. The approximate volume of the new stormwater detention facility is approximately 200 acre-feet. Approximately 556,000 cubic yards of material will be cut and 13,200 cubic yards of material filled to construct the stormwater retention basin.

The recirculation basin relocation would relocate an existing recirculation basin from near the Friant Kern Canal to a new location between the new stormwater retention basin and the extension of the Avenue 130 alignment. The new recirculation basin will be approximately 15 ft deep, have approximately 3.8 acre-feet of storage, and include a relocated pump and pump discharge from the City's wastewater outfall.

The project includes construction of approximately 4,500 linear feet of new 72-inch storm drain constructed between the terminus of an existing irrigation ditch near West Street, extending south along West Street, west along the extension of Avenue 130, and south along Road 216 to the new stormwater retention basin.

BID SCHEDULE
TULE RIVER INDIAN TRIBE AND THE CITY OF PORTERVILLE, CA

**AVENUE 128/TEAPOT DOME AND ROAD 216 STORMWATER RETENTION BASIN
PROJECT
CONTRACT NO. TRTC-97-2022**

Bid item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1		
2	Demolition and Relocation	LS	1		
3	Retention Pond Grading – Excavation	CY	556,000		
4	Retention Pond Grading – Export Material	CY	556,000		
5	Retention Pond Grading-Import Material	CY	13,200		
6	72-inch RCP pipe	LF	4,508		
7	Chain Link Fencing	LF	5,973		
8	Recirculation Pond – Abandonment	LS	1		
9	Recirculation Pond – Excavation	LS	1		
10	Pump Station and Outfall Pipeline Relocation	LS	1		
11	Power Supply Relocation	LS	1		
12	Permitting	LS	1		
	OVERALL TOTAL				

TOTAL BID (in figures) Bid Items 1-10 = \$ _____

TOTAL BID (in words) Bid Items 1-10 = _____

Notes for Bid Schedule:

1. Bidder agrees that the work covered in the contract award will be completed in accordance with the Contract Specifications and Plans. Completion shall be no later than the allotted time as shown on SP-05, TIME OF COMPLETION. Completion shall mean completed and ready for final inspection.
2. In the event that the product of a unit price and the estimated quantity does not equal the extended amount stated, the unit price will govern the correct product of the unit price and the estimated quantity shall be deemed to the amount bid. Quantities shown are for bidding purposes; actual quantities may vary from those shown. The Owner reserves the right to reject bids if they appear uneven, or where equipment is specified by name, unit costs proposed by the bidder are inconsistent with the Owner's past bids for same equipment.
3. Abbreviations: EA; Each, SF; Square Feet, LF; Linear Feet, LS; Lump Sum, CY; Cubic Yard

III. ADDENDA:

Actual judgement is hereby made of receipt of incorporation of addendums number(s) _____ through _____ into this bid (numbers to be filled out by bidder).

IV. BID GUARANTY:

Bid security is considered 10% of Total Base Bid. Bid security must be by bidder's bond, a certified check or a cashier's check payable to the Tule River Indian Tribe. **Bid secured by personal checks or personal guarantees will be rejected.**

V. AFFIDAVIT OF NON-COLLUSION:

The bidder swears and deposes that he or she is 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 to fix any overhead, profit or cost element of the bid price, or 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 of any breakdown thereof, of 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 agency thereof to effectuate a collusive or sham bid.

VI. SUBCONTRACTOR LISTING:

In accordance with the California Public Contract Code, Division 2, Part 1, Chapter 4, Section 4100, and following, the Subcontractors listed on the Bid Form, Designation of Subcontractors, will perform the indicated work of improvement on this Project.

VII. ATTACHMENTS:

The bidder shall complete all parts of and submit with his/her bid the following attachments:

- A. Statement of Bidder Experience
- B. Designation of Subcontractors
- C. Statement of Experience of Subcontractors
- D. Site Visit Affidavit
- E. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The following attachments shall be submitted following the bid opening:

- F. Performance Bond
- G. Payment Bond

VIII. TYPE OF BUSINESS (Check one):

- CORPORATION
STATE OF CORPORATION: _____
- PARTNERSHIP
- JOINT VENTURE
- PRIVATE INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

IX. CONTRACTOR INFORMATION:

Firm Name: _____

Address: _____

Telephone: () _____

Fax: () _____

Contractor's License Number: _____

Contractor's License Expiration Date: _____

Contractor's License Classification: _____

Contractor's Federal Tax I.D. Number: _____

I HEREBY CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE:

BID AND CERTIFICATION BY: _____
DATE

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINT OR TYPE NAME

TITLE: _____
PRINT OR TYPE TITLE

Project Experience

BID FORM

BID FORM

ATTACHMENT A

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is to state below all work performed within the past eight years of similar magnitude or character. The bidder is to give references that will enable the Owner to judge the bidder's experience, skill, business standing, and ability to conduct the work specified and shown, as required under the terms of the contract. Projects considered as comparable experience, listed below, shall total at least three stormwater retention facilities with a capacity of at least 50 AF each.

<u>Owner</u>	<u>Project Name and Date Completed</u>	<u>Project Location</u>	<u>Capacity</u>	<u>Contract Amount</u>	<u>Reference Name, Title, and Phone</u>

SUBMIT THIS SHEET AS PART OF YOUR BID

ATTACHMENT C

STATEMENT OF EXPERIENCE OF SUBCONTRACTORS

The bidder is to state the relevant experience of all Subcontractors who will be performing the work specified in Attachment B. The bidder is to give references that will enable the Owner to judge the bidder’s experience, skill, business standing, and ability to conduct the work specified and shown, as required under the terms of the contract. Reference work listed in this attachment should be directly related to the work Subcontractor is proposed to perform on this project.

Subcontractor Name: _____

Bidder Signature (Prime): _____

<u>Owner</u>	<u>Project Name, Location, Date Performed</u>	<u>Subcontractor Contract Amount</u>	<u>Reference Name, Title, Contact Info</u>

(Use Additional Sheets if Necessary)
SUBMIT THIS SHEET AS PART OF YOUR BID

ATTACHMENT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

SUBMIT THE FORM ON THE FOLLOWING PAGE AS PART OF YOUR BID

ATTACHMENT F

PERFORMANCE BOND

The Contractor selected to perform the work will be required to submit a Performance Bond for not less than 100% of the contract price. Refer to the following page for the appropriate form for submitting the Performance Bond.

PERFORMANCE BOND

BOND NO. _____

KNOW BY ALL PERSONS THESE PRESENTS, that

WHEREAS, the Tribal Council of the Tule River Indian Tribe of the Tule River Indian Reservation, California, a federally recognized Indian tribe, hereinafter designated as the "Obligee", has, on _____, awarded to _____, hereinafter designate as the "Principal", a contract for the construction of Contract No. _____; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, WE, the Principal, and _____

_____ as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, it heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulate, then is obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the works or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

BY

Signature for Principal

Title of Signatory

BY

Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by current power of attorney appointing such Attorney-In-Fact.)

ATTACHMENT G

PAYMENT BOND

The Contractor selected to perform the Work will be required to submit a Payment Bond for not less than 100% of the contract price. Refer to the following page for the appropriate form for submitting the Payment Bond.

PAYMENT BOND

BOND NO. _____

KNOW BY ALL PERSONS THESE PRESENTS, that

WHEREAS, the Tribal Council of the Tule River Indian Tribe of the Tule River Indian Reservation, California, a federally recognized Indian tribe, hereinafter designated as the "Obligee", has, on _____, awarded to _____ hereinafter designate as "Principal", a contract for the construction of Contract No. _____; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of its Subcontractors, shall fail to pay for any materials, provisions, or other supplier used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kinds, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFOR, WE, the Principal and _____ as Surety, are held and firmly bound into the Obligee in the penal sum of _____ lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or any of its Subcontractors shall fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth.

This bond is issued pursuant to Civil Code Sections 9550, et seq, and shall insure to the benefit of any and all persons, companies, and corporations named in Section 9100 of said Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder

or the specification accompanying the same shall, in anyway, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

BY

Signature for Principal

Title of Signatory

BY

Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must -be acknowledged by a Notary Public. These bonds must be accompanied by current power of attorney appointing such Attorney-In-Fact.)

**TULE RIVER INDIAN TRIBE
AND THE CITY OF PORTERVILLE, CA.**

**AVENUE 128/TEAPOT DOME AND ROAD 216
STORMWATER RETENTION BASIN PROJECT
CONTRACT NO. _____**

SPECIAL PROVISIONS

SP-01 STANDARD SPECIFICATIONS

- A. The Owners and the City of Porterville Standard Construction Specifications (Standard Specifications and Greenbook latest edition) are part of the Contract Documents of this Project, and all materials and construction shall be in strict conformance with these Standard Specifications except as modified by the Contract Documents for this Project.

SP-02 RESPONSIBILITY FOR MATERIALS AND EQUIPMENT

- A. **Items Furnished by Contractor:** The Contractor shall be fully responsible for all materials and equipment which are furnished, unless otherwise noted.
- B. **Owner Furnished Materials:** The Owner is not furnishing any materials.

SP-03 SCOPE AND LOCATION OF WORK

- A. The work to be performed under this contract includes furnishing all labor, materials, tools and equipment under this Project. See Notice to Contractors for Project description.
- B. All work associated with this contract shall include, but not limited to mobilization/demobilization, dewatering of excavation, sheeting, shoring and bracing of excavation, traffic control plans, securing approval of traffic control plans, and traffic control, erosion and sediment control, cleaning, debris removal and disposal, inspection and testing, discharge pre-treatment, permitting, fencing, site and landscape restoration, and such other items or details that are required by the Contract Specifications and Plans to be performed, placed, constructed or installed.
- C. Such other items or details not mentioned in the Notice to Contractors and/or Bid Forms that are required by these Special Provisions shall be performed, placed, constructed, or installed in accordance with the Contract Specifications and Plans.

SP-04 EXPERIENCE STATEMENT

The Contractor shall furnish an experience statement as specified in Attachment A to the Bid Form. Attachment A is hereby incorporated into and made a part of the bid for this contract.

SP-05 TIME OF COMPLETION

The time for completion of this contract shall be as follows:

- A. All work to be accomplished under this contract shall be started within 30 calendar days of receipt of the Notice to Proceed (NTP) and shall be completed within **TWO HUNDRED AND TEN (210) calendar days** from the date of Notice to Proceed to the date of Field Acceptance.
- B. The Contractor shall submit a graphic construction schedule as a first order of work, within 30 calendar days of receipt of the NTP.
 - 1. The construction schedule shall be prepared in a format approved by HydroScience and based on estimates of the required duration and sequences of each item of the work and function to be performed.

SP-06 LIQUIDATED DAMAGES

- A. The liquidated damages for this contract shall be the sum of Two Thousand Dollars (\$2,000) per calendar day for the first thirty (30) days that expires after the date of Field Acceptance specified in SP-05, TIME OF COMPLETION; and shall be the sum of Four Thousand Dollars (\$4,000) per calendar day beyond thirty (30) days of the date of Field Acceptance.

SP-07 ORDER OF WORK

- A. This section is deleted.

SP-08 SUBMITTALS

- A. The Contractor shall adhere to the requirements for submittals for the work as specified in Section 01300. An incomplete submittal list is not a basis for avoiding submittal required by the Contract Specifications.

SP-09 REQUESTS FOR INFORMATION

- A. The Contractor shall request clarification of the Contract Documents by submitting a Request for Information (RFI) using the SharePoint site. All such requests shall be transmitted from the Contractor to HydroScience; no RFI's will be accepted directly from any Subcontractor or supplier. Each RFI shall be uploaded by the Contractor to City's SharePoint.
- B. Normally a separate RFI form shall be used for each specific item for which clarification is required. An RFI form for more than one item of clarification shall be permitted only when the items are so functionally related that expediency indicates review of the group of items as a whole.
- C. The Contractor shall number each RFI consecutively, reference each RFI to the applicable specification section and/or plans. The SharePoint site will maintain a log noting the RFI number, subject, and date of transmittal.
- D. HydroScience will reply to request for clarification submitted on RFI forms within seven (7) calendar days of receipt by HydroScience.

SP-10 CPM CONSTRUCTION SCHEDULE

- A. The scheduling work under this contract shall be performed under the requirements as specified in Section 01311.

SP-11 PHOTOGRAPHS

- A. Prior to disturbing any area of the project site, the Contractor shall take sufficient photographs of each area that will be disturbed during construction, documenting preconstruction conditions. Contractor shall provide a minimum of one photograph every 100 feet along project alignment and multiple photos of any staging, insertion, excavation, or reconstruction areas. The same views shall be photographed upon completion of construction activities on any section of the project and submitted with Contractor's application for payment for work on the section. Pre-construction photography shall document the pre-construction condition of existing landscaped areas, trees and plants, fences, streets, sidewalks, drives, and in general, any area that will be disturbed on private properties before commencing work. Photographs shall be prepared and uploaded by the Contractor to SharePoint.
- B. The Contractor shall upload photograph and video files to the SharePoint site.
- C. Acceptable Photographs and videotapes shall be submitted and approved prior to disturbing any area of the Project.
- D. The Contractor shall provide additional photograph and video recordings as deemed necessary by HydroScience at no additional cost to the Owner.

SP-12 RECORD DRAWINGS

- A. The Contractor shall maintain a neatly marked set of Record Drawings in accordance with Section 01720.

SP-13 PERMITS AND LICENSES

- A. A number of permits, approvals from various agencies, public and private, are required for execution of the Project under this Contract. These permits may require fees to be paid by the Contractor and may impose construction conditions. The Contractor shall include in this overall bid the cost of obtaining any necessary permits not obtained by the City, including application fees and any other costs associated with permits not obtained by the City, and the cost for complying with all of the conditions set by all of the required permits. The intent of this Section is to provide bidders with the now known list of permits required for the Project under this Contract. The completeness and inclusiveness of the list provided is not guaranteed. Information provided in this Section does not relieve the bidders of responsibility to determine and verify the extent of permits required for this Contract, or the contractor of his responsibility to obtain and abide by necessary permits. Contractor shall submit to HydroScience copies of all approved Contractor acquired permits.
 1. Public Works Permit with the City of Porterville
 2. Building Permit with the City of Porterville
 3. Plumbing Permit with the City of Porterville

4. Air Quality Permit Authority to Construct with the San Joaquin Air Pollution Control District (SJAPCD)
5. Air Quality Permit Authority to Operate with the San Joaquin Air Pollution Control District (SJAPCD)

SP-14 SUBSURFACE CONDITIONS

- A. A project specific geotechnical engineering investigation (Geotechnical Engineering Report) was performed in select areas during the preliminary evaluation phase of this Project to obtain information regarding sub-surface conditions. The Geotechnical Engineering Report is included as **Appendix A**. The Contractor assumes the responsibility to make all additional investigations he deems necessary to satisfy himself of the kind of and type of soil, and level of water table encountered, and to characterize the working conditions. The Contractor may make arrangements he wishes with private individuals or public agencies to make subsurface explorations necessary to prepare an informed bid and to plan the work. The Owner assumes no responsibility for sub-surface conditions.
- B. The bidder shall make his own deductions and conclusions as to the nature of the materials to be excavated, the difficulties making and maintaining the required excavations, the difficulties which may arise from subsurface conditions and of doing any other work affected by the subsurface conditions and shall accept full responsibility therefor.
- C. Should the bidder desire to complete his own soils investigation, he shall request permission from the City and shall be responsible for all permits and costs required for completing the investigation work. Results shall be submitted to the City and the Owner if the bidder is awarded the Project.

SP-15 EXISTING CONDITIONS

- A. The Contractor represents that he has carefully examined the Contract Documents and the site where the work is to be performed and that he has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the work. The Contractor further represents that he has performed all surveys and investigations, as he deems necessary to complete the work at his bid price, and that he has correlated the results and scheduled the work of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive of evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

SP-16 DIFFERING SITE CONDITIONS

- A. In the event that site conditions are materially different than shown on the Contract Specifications and Plans or observable from public rights-of-way during the bidding or construction period, the Contractor shall promptly notify HydroScience in writing. HydroScience shall investigate the conditions, and if he finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, HydroScience will recommend to the Owner that an equitable adjustment be made by modifying the Contract by Change Order to account for differing site conditions.

- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Subsection A. above.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

SP-17 CONTRACTOR'S USE OF PREMISES

- A. Where construction activity will occur within existing easements and public rights-of-way. The Contractor shall coordinate construction activities with private property owners and residents when working in backyard easements. The Contractor shall make every effort possible to ensure that most construction activity occurs within such easements and does not enter areas that do not have easement access agreements or environmentally sensitive areas.
- B. All construction equipment, temporary facilities, staging, materials handling and storage, shall be confined to the street rights-of-way, as permitted by the City and HydroScience. Contractor shall secure additional staging area as required with no additional costs to the Owner.

SP-18 SURVEYS

- A. The survey work under this contract shall be completed in accordance with Section 01050.
- B. The Contractor shall provide instruments and other survey equipment that are accurate, suitable for the surveys required in accordance with recognized professional standards, and in proper condition and adjustment at all times.

SP-19 EXISTING UTILITIES

- A. The Contractor shall take adequate measures to ensure that his operations do not harm any existing underground facilities not specifically mentioned or shown on the Contract Specifications and Plans.
- B. The Contractor is required to hand excavate a minimum of two (2) feet each side of any existing utility prior to the use of power excavating equipment.
- C. The toll-free number for Underground Service Alert (U.S.A.) is 811 or (800) 642-2444. The Contractor is required to mark the work area and call U.S.A. at least two (2) working days in advance of performing excavation work.
- D. Utility services to individual parcels are not shown on the plans. Contractor shall locate, protect and/or restore all utility services impacted by the Project.

SP-20 DUST CONTROL

- A. During the performance of the work required by these Special Provisions or any operations appurtenant thereto, whether on right-of-way provided by the City or elsewhere, furnish all labor, equipment, materials, and means required, and carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance, and to prevent dust or dirt which has originated from construction operations from damaging

landscaping, existing streets, fields, and dwellings, or causing a nuisance to persons. Water sprinkling shall not be used for dust control when it creates mud or flooding on public streets. The street area adjacent to open cut excavation work shall be cleaned at the end of each work shift and as necessary throughout the work day to control dust. The Contractor will be held liable for any damage resulting from dust originating from his operations under these Contract Specifications on the City right-of-way or elsewhere.

- B. The cost of sprinkling, street cleaning, or of other methods of controlling dust shall be included in the prices bid in the schedule for the other items of work.

SP-21 SEWER FLOW BYPASS CONTROL

- A. The existing sanitary sewer system and all other utilities within the project limits shall remain in use during construction. Safe plugging and sewer flow bypass control measures shall be undertaken by the Contractor to ensure uninterrupted trunk sewer flows and flows from all side sewers and laterals at all times.
- B. Information on the existing structures is shown in the plans. The Contractor shall be responsible for verifying existing facilities and providing all coordination, materials and work required for installation, maintenance, and restoration of diversion structures.
- C. The Contractor shall coordinate bypass flow control for individual and collective service sewers with the property owner and the City. The Contractor shall provide 48 hours advance notice and also 2 hours advance notice to each property owner and/or the City for any disruption in service. Under no circumstances shall a property owner be without sewer service for more than 8 hours.
- D. Contractor shall monitor the sewer flow levels, float switches and pump operation to assure continued operation of bypass pumping. Monitoring shall take place at all times that bypass pumps are in operation. A float switch and high-water alarm with audible alarm system shall be installed to notify workers when the pumps fail to operate. In the event the pumps fail, workers shall immediately evacuate trenches until the bypass pumping system is operational. In the event that wastewater is spilled as a result of the Contractor's operations, the Contractor agrees to immediately notify the City and the Owner, pay for all containment and cleanup activities performed by the Contractor and/or the City, and pay any and all fines imposed on the City.
- E. Sanitary sewer overflow discharge of untreated or partially treated sewage to surface waters or drainage courses is prohibited during construction. In the event accidental discharge is caused by the Contractor's operations, the Owner and City shall be notified immediately. The City and/or Owner shall be entitled to employ others to stop the discharge without giving written notice to the Contractor. If a Contractor-initiated discharge occurs, the Contractor will pay the City a penalty of \$5,000 per bypass/day and per permit violation or any fines imposed by State and Federal agencies, courts, and third-party suits.
- F. The Contractor shall obtain the City Access Permit approval prior to implementing any flow control measures.

SP-22 EXISTING SEWAGE FLOWS

Existing sewage flows within the existing sanitary sewer system varies significantly throughout the Project. The Contractor assumes the responsibility to make any investigations he deems necessary to characterize the working environment. The Contractor may make arrangements with the City to evaluate flow conditions necessary to prepare an informed bid and to plan the work. Flow conditions vary significantly depending on the time of day and during wet weather conditions. The City assumes no responsibility for varying flow conditions.

SP-23 NOISE ABATEMENT

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed 50 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level. The Contractor shall be aware that noise complaints from the public may cause permit to be revoked.

General requirements for noise mitigations include the following:

A. VEHICLE OPERATION

1. All vehicles shall be turned off if they are not required to be moved or operated within 5 minutes of being brought to a stop or the equivalent of a full stop.
2. If necessary, all vehicles shall be modified to operate on auxiliary equipment using power takeoff systems using the lowest possible engine speed. That is, the necessity of running the engine at full or near full speed shall not occur unless it can be demonstrated that a change is not possible.

B. EXHAUST SYSTEMS – INTERNAL COMBUSTION ENGINES

1. All equipment with internal combustion engines used on the work that remain at the job site permanently or for extended periods and operating shall be fitted with critical grade exhaust silencers or multiple standard grade silencers.
2. Equipment and vehicles that are at the site only temporarily or for short intervals shall include an exhaust silencer equal to that provided by the original equipment manufacturer. This is the silencer required to meet Federal drive-by sound level limits.

C. ENGINE COWLINGS

1. All equipment shall have engine cowlings that shield the engine from all noise-sensitive receptors.
2. These engine cowlings shall be in place and in the closed position to provide the maximum sound reduction.

- D. Equipment that generates pure tones or impact or impulse sound should be modified to reduce or eliminate the influence of these characteristics.

SP-24 RESTORATION OF SURFACES

The restoration of surfaces shall conform to Section 3 of the Standard Specifications and/or as specified within the Contract Documents and no additional compensation will be allowed therefor.

SP-25 TRAFFIC CONTROL

- A. A traffic control plan(s) shall be prepared by an engineer licensed in the State of California. Traffic control plan(s) shall be submitted to HydroScience and will be reviewed by the City and HydroScience for any work requiring modifications of existing traffic patterns.

Contractor is responsible for submitting and obtaining permit approval through the City of Porterville Public Works Department, once the traffic control plan is reviewed by the City and HydroScience.

- B. The traffic control plan(s) shall include provisions for vehicular, pedestrian, and bicyclist access. Additionally, the traffic control plan(s) shall address traffic signal operation for any work performed within 200 feet of a signalized intersection.
- C. A separate emergency response access and timing plan shall be developed for alternative travel routes for law enforcement, fire protection and other emergency service providers. This plan shall include alternate routes, timing of construction, timing of road closures, and the means to expand the plans to meet the needs of emergency service providers.
1. The local fire department, sheriff/police department, California Highway Patrol and/or regional transit (if applicable) shall be notified 24 hours in advance of construction work.
 2. Any work that requires relocation of a transit stop shall be coordinated with the appropriate transit agency at least seven (7) calendar days prior to construction.
 3. All non-applicable signs shall be covered with black plastic or removed.
 4. The Contractor is solely responsible for the repair of any damage to existing pavements resulting from construction operations. This repair shall include all construction and materials to restore the damaged pavement to existing conditions or better. The Contractor should evaluate the condition of the existing pavement within the project area prior to construction and make necessary provisions to protect the pavement with the use of appropriate equipment and methods of construction.
 5. No equipment or materials shall be parked or stored within any traffic lanes or within the public right-of-way at any time of day or night, including holidays and weekends, without an approved lane or road closure.
 6. Lane closures shall be limited to the immediate vicinity of construction activity.
 7. In residential areas with two lane streets at least one lane of 10-ft minimum pavement width shall be maintained for two-way flagging during construction. All other areas with four or more lanes, at least on lane in each direction of 10-ft minimum pavement width shall be maintained during construction.
 8. Sidewalks may only be closed to through traffic and shall not prevent local pedestrian access. Detours shall not be closed to through traffic and shall not prevent local pedestrian access. Detours shall not increase the path of travel by more than 500 feet. Detour routes shall be limited to existing sidewalks, private properties and crossings at roadway intersections. To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. Where it is feasible to provide a same-side alternate circulation path and pedestrians will be detoured, Section 6D.02 of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways 2009 Edition (MUTCD) approved for use in California, Amended, 2016, specifies that the alternate path provide a similar

level of accessible pedestrian signals (APS), curb ramps, or other accessibility features.

9. Pedestrians may be detoured onto private property only if written permission from the property owner is obtained along with documentation indicating that the City would not be liable in the event of an accident.

SP-26 CONSTRUCTION PROGRESS MEETINGS

The Contractor shall attend and participate in a pre-construction conference and regular construction meetings in accordance with Standard Specifications Section 01201.

SP-27 FLOOD CONDITIONS

INTENTIONALLY DELETED

SP-28 CONFINED SPACE

- A. Existing sanitary sewer (including excavations, pipelines, junction structures, and other areas that may vent to one of the work areas) may be a permit-required confined space. Site specific evaluation can be done to determine classification of space.
- B. Contractor's compliance shall be in accordance with the California Code of Regulations (CCR) Title 8, General Industry Safety Orders (Cal/OSHA), Article 108, Section 5157 and Article 37, Construction Safety Orders.
- C. The Contractor shall employ qualified personnel for directing and performing all confined space work.
- D. The Contractor will not be permitted to enter, or perform any work in, a permit-required confined space area until:
 1. The confined space submittal has been approved by HydroScience.
 2. The required number of suitably trained personnel are onsite.
 3. All required monitoring, safety, and communication systems are onsite.
 4. Contractor has demonstrated that all required safety equipment has been recently checked and is in good working order.
- E. Contractor must apply all required safeguards. Engineering controls shall always be considered first. Next, administrative controls shall be applied. As a last resort, personal protective equipment shall be used.
- F. Continuous air monitoring must be performed during all confined space entries. The monitoring instrument must have CO, H₂s, O₂, and Lower Explosive Limit (LEL) sensors at a minimum, and provide both audible and visual alarm features.
- G. If it is determined that the established procedures are not being complied with, or that any of the monitoring or safety equipment is malfunctioning, the work shall be stopped immediately. No payment will be authorized for any incomplete work. No increase in contract cost or extension of contract time will be allowed for any time lost due to this mandated cessation of work.

- H. Submittals: The Contractor shall submit a confined space pre-entry and work procedure for review by HydroScience 30 calendar days prior to entry of a confined space. At a minimum, the submittals shall include:
1. A detail description and step-by-step procedure of the proposed method of construction for all work within confined space areas. Include step-by-step procedure for entry of excavations, pipelines, junction structures, manholes, and other the City owned facilities.
 2. A list of equipment to be used in the confined space.
 3. Detailed written procedures for safe entry, rescue and emergency services for confined space operations, and copies of all forms to be used including entry permit.
 4. Clear delegation of responsibilities, authority, and accountability for all employees involved in the entry. Authorized entrant(s) and standby employees shall be trained in confined space procedures, familiar with all equipment, and able to recognize hazardous conditions.
 5. Employee training records (i.e. certificates).
 6. Checklist of Contractor Submittal: Requirements for permit required confined space operation procedure.
 - a. The Contractor's submittal must contain a detailed description of the work.
 - b. The Contractor's submittal shall identify all equipment to be used including:
 - 1) The specific type and number of supplied-air respirator (SA) or self-contained breathing apparatus (SCBA) plus escape bottle, to be available on site for use by both entry worker and standby employee during all phases of the project.
 - 2) The type of continuous atmospheric monitoring equipment to be used and also where the equipment will be located with respect to the confined space. When and how monitor's accuracy was last tested, and calibration schedule for equipment.
 - 3) The type and range of any communication equipment to be used.
 - 4) The type of safety harness and lifting hoist.
 - 5) The type and description of ventilation equipment if used.
 - 6) The type and description of any lighting, power tools, or other supporting systems and equipment to be used in the confined space. Special attention should be paid to avoiding possible ignition sources.
 - 7) Type and description of any other equipment required by the Contractor's method of construction to complete work in the confined space area.
 - c. The submittal shall include copies of all records and documentation forms associated with the confined space operating procedures; including the proposed entry permit.
 - d. The Contractor's submittal shall include clear and concise operating and rescue procedures, including notification procedures, name and contact information of the emergency response agency, and method of communication with an outside rescue source, which incorporates the following provisions:

- 1) Specific language requiring that copies of the procedure be distributed to Contractor's affected employees and Subcontractor and made available on site.
 - 2) Specific language defining the air quality parameters that will be tested for and must include provisions for the following existing or anticipated concentration as a minimum:
 - i) Lack of oxygen (less than 19.5% by volume).
 - ii) Presence of air contaminants.
 - iii) Presence of combustible gases, specifically Methane [greater than 10% of LEL (Lower Explosive Limit)].
 - e. Records: Signed copies specifically require that continual monitoring of work area with multi-gas detector will be conducted and that findings will be recorded and shown to work crew.
 - f. Specifically require that members of the Contractor's confined space entry crew are trained in operating and rescue procedures including instructions as to handling any hazards they may encounter.
 - g. Specifically require that at least one specially trained person shall be on standby outside the confined space ready to assist in case of an emergency and that the standby person shall have their own independent SA or SCBA gear on hand. The submittal must clearly indicate that the standby person may enter the confined space in case of an emergency ONLY after he informs the third person indicated below of his intent.
 - h. Specifically require an additional third person to be within sight or calling distance to go for help.
 - i. Specifically require that if entry is through a top opening, a harness and retrieval hoist shall be provided for lifting workers out of the confined space.
 - j. Specifically prohibit the use of ignition causing equipment or open flame in or near any confined space work area unless additional specially approved precautions are taken.
7. Records: Signed copies of the Contractor's completed pre-entry check lists shall be filed with HydroScience each time a permit-required entry is entered for the first time during the shift.

SP-29 INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

- A. Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the contract by the Contractor, its agents, representatives, or employees.

VERIFICATION OF COVERAGE

- A. Contractor shall furnish the Owner and the City with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided

certificates. The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the Owner and the City before performance commences. The Owner and the City reserve the right to require that Contractor provide complete copies of any policy of insurance offered in compliance with these Special Provisions.

GENERAL LIABILITY

- A. General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, products and completed operations liability and contractual liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:
- Each Occurrence: Two Million Dollars (\$2,000,000)
 - Personal & Advertising Injury: One Million Dollars (\$1,000,000)
 - Products and Completed Operations Aggregate: Four Million Dollars (\$4,000,000)
 - General Aggregate: Four Million Dollars (\$4,000,000)
- B. The policy shall provide coverage for claims arising out of subsidence. The Products and Completed Operations coverage shall be maintained for at least two years after completion of the contract.

AUTOMOBILE LIABILITY

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto) for Corporate/Business owned vehicles. The limits of liability for Corporate/Business owned vehicles shall not be less than:

Combined Single Limit: Two Million Dollars (\$2,000,000)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident: One Million Dollars (\$1,000,000)

Disease Each Employee: One Million Dollars (\$1,000,000)

Disease Policy Limit: One Million Dollars (\$1,000,000)

EXCESS OR UMBRELLA LIABILITY

Umbrella or Excess Liability policies are acceptable and shall provide liability coverage that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.

CONTRACTORS EQUIPMENT

The Contractor, and each of its sub-Contractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the District, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under the contract by the Contractor.

ENVIRONMENTAL LIABILITY INSURANCE

- A. The Contractor, or its environmental sub-Contractor, shall procure, maintain, and keep in force at all times during the term of the contract, at the Contractor's sole expense, Contractor's Pollution Liability insurance which includes coverage for pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos with limits not less than:

Each Occurrence or Claim: Two Million Dollars (\$2,000,000)

General Aggregate: Two Million Dollars (\$2,000,000)

- B. If coverage for Environmental Liability insurance is written on a claims-made form, the following provisions apply:
1. The "Retro Date" must be shown and must be on or before the date of the contract or the beginning of the work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the contract.
 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract.

OTHER PROVISIONS

- A. The Contractor's General Liability, Pollution Liability, Automobile Liability, and any Excess or Umbrella Liability, shall contain the following provisions:
1. **ADDITIONAL INSURED STATUS:** The Owner and the City shall each be named as additional insureds (Additional Insured Parties).
 2. **PRIMARY INSURANCE:** For any claims related to the contract, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the Additional Insured Parties.
 4. **PER PROJECT AGGREGATE:** The Contractor's General Liability and Umbrella insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503, Aggregate Limits of Insurance (Per Project).

5. WORKERS COMPENSATION WAIVER OF SUBROGATION: The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Additional Insured Parties. In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.
 6. SEVERABILITY OF INTEREST: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 7. Any deductibles or self-insured retention that apply to any insurance required by the contract must be declared and approved in writing by the Owner.
 8. The Contractor shall maintain all insurance coverages in place at all times and provide the Owner and the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by the contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the Owner and the City. For non-payment of premium 10 days prior written notice of cancellation is required.
 9. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII.
 10. Exceptions:
 - k. Underwriters at Lloyd's of London, which are not rated by A.M. Best.
 - l. Workers' Compensation that is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.
 11. For liability insurance required under Environmental Liability Insurance, the insurance shall be placed with insurance companies with a current A.M. Best rating of at least B+:VII.
- B. The Contractor shall sign and file with the Owner the following certification prior to commencing performance of the work of the contract:
1. "I am 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 of the Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."
 2. Said certification is included in the contract, and signature and return of the contract shall constitute signing and filing of the said certification.
- C. The required insurance coverage shall be subject to the approval of the Owner and the City, but any acceptance of insurance certificates by the Owner and the City shall in no way limit or relieve the Contractor of its duties and responsibilities in the contract.
- D. If the Contractor fails to procure or maintain insurance as required by this Section or fails to furnish the Owner or City with proof of such insurance, the Owner or City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the Owner or City shall be deducted and retained from any sums due the Contractor

under the contract. Failure of the Owner or the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the contract.

- E. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the Owner and the City.
- F. The Owner and the City are authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the contract. The City will provide such amendments or waivers in writing to the Contractor.
- G. Contractor shall be responsible for the acts and omissions of all its sub-Contractors and shall require all its sub-Contractors to maintain adequate insurance.
- H. The failure of the Owner or the City to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

NOTIFICATION OF ACCIDENT, OCCURRENCE OR CLAIM

- A. The Contractor shall report by telephone to the Owner and City within twenty-four (24) hours and also report in writing to the Owner and the City within fifteen (15) days after the Contractor or any sub-Contractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the contract. Such report shall contain:
 - 1. Date and time of the occurrence
 - 2. Names and addresses of all persons involved
 - 3. Description of the accident or occurrence and the nature and extent of injury or damage
- B. If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under the contract and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Owner or the City, Contractor shall give prompt and timely notice thereof to the Owner and the City. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

RESPONSIBILITY FOR FINES FOR VIOLATION OF ENVIRONMENTAL REGULATIONS

- A. Contractor shall assume sole responsibility for and payment of any fines levied on either the Owner, the City or the Contractor by any local, state or federal authority (hereinafter Authority) for breaches of the Authority's environmental regulations. The Contractor agrees to be solely liable for the payment of all fines regardless of whether the fines are a result of the sole or partial acts or omissions of the Contractor. In addition, the Contractor understands and acknowledges that, during the course of construction, the environmental

regulations implemented or imposed by the Authority on the Owner or the City may change and the Contractor specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the Owner or City.

- B. Contractor shall pay all fines levied by the Authority on the Contractor, Owner, or the City when levied or, if the Contractor believes that a violation of the Authority's regulations did not occur, appeal the levy of the fine to the Authority. Until the fine is paid or withdrawn by the Authority, the Owner shall deduct the amount of the fine from the monthly partial payments owed the Contractor for work performed on the Project and hold the payment(s) in reserve until the fine is paid or withdrawn by the Authority. After the Contractor pays the fine or, the Authority withdraws the fine, the Owner will pay the withheld monies to the Contractor with the next monthly partial payment for work performed on the Project.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City and the Owner, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an Indemnified Party and collectively, Indemnified Parties) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, Claims), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Contractor and/or the Indemnified Parties, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Contractor and/or the Indemnified Parties, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Section shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Section shall survive the expiration or termination of the contract.

SP-30 ARCHEOLOGICAL PROVISIONS

INTENTIONALLY DELETED.

SP-31 EXISTING TREES

INTENTIONALLY DELETED.

SP-32 WORK RESTRICTION AND CONDITIONS

- A. Unless otherwise noted in the Special Provisions, directed or approved by the City or Owner, no work can be done between the hours 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays. Unless otherwise noted in the Special Provisions, directed

or approved by the City or the Owner, no lane of traffic can be closed to the public during peak hours of 6:30 a.m. to 8:00 a.m and 3:30 p.m to 6:00 p.m., except as necessary for the proper care and protection of work already performed, or in case of an emergency repair as defined below.

- B. No open trenches will be allowed during non-working hours. The Contractor shall ensure that trenches and excavations are filled and compacted or covered with steel plates to provide safe passage for pedestrians and vehicles.
- C. Access for Operating Personnel

Existing sewer facilities will be used and maintained by City personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facilities except in direct pursuit of the work of this contract and as favorably reviewed by HydroScience. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

- D. Environmental Constraints

The Contractor is advised that construction activities will be subject to various permits and agreements addressed in SP-13, PERMITS AND LICENSES. These restrictions shall be included in the Contractor's project schedule. No claim for additional time or additional cost will be allowed.

- E. Off-Period Work

A written request to work at any time on Saturdays, Sundays, or legal holidays, or to close a lane of traffic during off-period hours must be submitted to the Owner, City and to agency having jurisdiction, at least two (2) Working Days in advance of the intended work.

The Contractor's request will be evaluated to determine if there is a benefit to the City, a nuisance or a hazard to the public, the project, or the area surrounding the site, and if the Contractor shall pay all overtime costs related to the off-period work. The Owner, City or agency having jurisdiction may place conditions on any approval of off-period work based on this analysis.

SP-33 MEASUREMENT AND PAYMENT

Measurement and payment shall be made in accordance with Section 0125.

SP-34 REFERENCE DOCUMENTS

INTENTIONALLY DELETED.

SP-35 ESCROW BID DOCUMENTS

INTENTIONALLY DELETED.

SP-36 PROJECT CONTROL SYSTEMS

- A. The Owner will use and maintain a Project Control System (PCS) as a means of communicating correspondence related to the Contractor's submittals, Requests for

Information (RFI), Advisory Notices, Non-Compliance Issues, and formal project correspondence via the Internet. The Contractor shall be required to use this PCS for its administrative communications with HydroScience in the processing of all submittals and RFIs. The PCS is a web-based server using SharePoint and will provide a location for correspondence related to the Project. All other correspondence shall be submitted to HydroScience via e-mail or in writing. The Contractor and all PCS participants shall be responsible for frequent monitoring of the SharePoint documents and delivery status.

- B. Equipment – To process submittals and RFIs, the Contractor must have in place required basic components outlined below:
 - 1. Hardware – Computers and a color flatbed scanner, with a minimum resolution of 600 dpi x 1200 dpi, capable of scanning document sizes up to 11-inch x 17-inch.
 - 2. Software – Adobe Acrobat Professional 2015 or higher, Internet Explorer 11 or higher, Microsoft Office 2016 or higher. Other software may be utilized if compatible with the Owner's standards and approved by the Owner.
 - 3. Facilities – The Contractor shall provide high speed Internet access (minimum 1.5 MBPS download, 384 KBPS upload) within 14 calendar days after the Contractor's site facilities installation.

- C. Training – To familiarize the Contractor's personnel on the use of the PCS, the Contractor is required to provide no more than four (4) of its employees proposed for the Project engineering and administrative duties to attend one-two (2) hour training class. Additional Contractor's employees may be added to the training at the approval of the Owner. The Owner will train up to four (4) Contractor designated personnel on the use of the PCS and the electronic signatures. The Contractor is responsible for training replacement personnel. The Owner will provide the location, date and time of training to the Contractor during the period between the contract award and the Notice to Proceed.

- D. Electronic Files – Files transferred via the PCS are to be generated, scanned in or converted to (.pdf) file format using Adobe Acrobat Reader Version 2015 or higher.

AutoCAD 2016 drawing files transferred via the PCS shall also be in (.pdf) file format. When specifically requested by HydroScience, AutoCAD 2016 files shall be made available to HydroScience in (.dwg) file format, transmitted on external hard drive, flash drive, or uploaded to the SharePoint site.

- E. Electronic Signatures – HydroScience and the Contractor will make use of certificates for electronic signatures to process all submittals and RFIs. The electronic signatures and their certificates will be developed using the Adobe Acrobat Digital Signature plug-ins during the 2-hour training class. The Contractor will be assigned up to four (4) digital signature licenses at one time. Only those Contractor personnel approved for access to the PCS will be able to sign the submittal transmittal sheet and the RFIs form.

- F. Submittals – Submittals shall be in accordance with SP-08, SUBMITTALS. The provisions of SP-08 shall apply both to electronic copies and hard copies of submittals.

- G. Project Forms – The Owner has developed the necessary electronic submittal transmittal form and the RFIs form for use by both the Contractor and HydroScience.

The Contractor shall use these forms to generate new submittals and RFIs. Through the processing of these electronic forms, SharePoint maintains a database and records the information within these forms for use by HydroScience and the Contractor.

- H. The time for review and response will commence on the business day following the posting of the document(s). The time for return of the document to the Contractor shall be noted as the date following the posting of the return documents by the Owner's Representative to the SharePoint.

SP-37 STORM WATER POLLUTION CONTROL

- A. Water pollution control shall comply with the provisions of the Standard Specifications and these Special Provisions. Contractor shall supply all necessary documentation and fees, for the General Permit for Discharges of Storm Water Runoff Associated With Construction Activity, hereinafter referred to as the Permit. The Permit regulates storm water discharges associated with construction activities. An Erosion and Sediment Control Plan, hereafter referred to as the "ESCP", is required for this work.
- B. The ESCP must be approved by HydroScience prior to the beginning of any construction activity. The ESCP shall be prepared by the Contractor using the guidelines described in the "Guidelines for Construction Projects," published by the California Regional Water Quality Control Board, Central Valley Region, as well as the guidelines incorporated by the Standard Specifications, Section 10-4.05.
- C. The Contractor shall become fully informed with, and comply with the applicable provisions of the Permit and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction activities.
- D. The Contractor shall be made responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in these Special Provisions, including, but not limited to, compliance with the applicable provisions of the Permit and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the Owner, City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.
- E. The Contractor shall, at reasonable times, allow authorized agents of the Regional Water Quality Control Board, State Water Resources Control Board, U.S. Environmental Protection Agency and local storm water management agency (each referred to in this Section as an Agency), upon the presentation of credentials and other documents as may be required by law, to:
 - 1. Enter upon construction site and the Contractor's facilities pertinent to the work.
 - 2. Have access to and copy of any records that must be kept as specified in the Permit.
 - 3. Inspect the construction site and related soil stabilization practices and sediment control measures; and sample or monitor for the purposes of ensuring compliance with the Permit. The Contractor shall notify HydroScience immediately upon request from regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records.

- F. No work having potential to cause water pollution, as determined by HydroScience, shall be performed until the ESCP has been approved by the Agency.
- G. Within 30 calendar days after approval of the contract, the Contractor shall upload a copy of the ESCP to the SharePoint site. The Contractor shall allow 15 calendar days for HydroScience to review the ESCP. If the revisions are required, as determined by HydroScience, the Contractor shall revise and resubmit the ESCP within 15 calendar days of receipt of HydroScience's comments and shall allow 15 calendar days for HydroScience to review the revisions. Upon approval of the ESCP, three additional copies of ESCP, incorporating the required changes, shall be submitted to HydroScience and one copy, incorporating the required changes, shall be uploaded to the SharePoint site. In order to allow construction activities to proceed, HydroScience may conditionally approve the ESCP while minor revisions are being completed.
- H. Upon approval of ESCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the ESCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by HydroScience or specified in these Special Provisions. The Contractor's responsibility for ESCP implementation shall continue through any temporary suspension of work.
- I. Contractor shall ensure that all employees and all employees of all Subcontractors are trained in the ESCP controls, Best Management Practices (BMPs), and implementation procedures.
- J. Contractor shall submit schedule of values for all BMPs.

****END OF SECTION****