

**NORTH COAST RAILROAD AUTHORITY
MENDOCINO COUNTY, CALIFORNIA**

SPECIAL PROVISIONS

FOR

COURTHOUSE INFRASTRUCTURE PROJECT

MENDOCINO COUNTY COURT HOUSE

SPECIFICATION NO. NCRA-2020-01

**NORTH COAST RAILROAD AUTHORITY
419 TALMAGE ROAD, SUITE M
UKIAH, CA 95482**

**MANDATORY PRE-BID MEETING:
JANUARY 30, 2020
RAILROAD DEPOT BUILDING, 309 EAST PERKINS STREET
Ukiah, CA 95482**

BIDS OPEN

**THURSDAY, FEBRUARY 27, 2020
2:00 P.M.
UKIAH OFFICE OF NCRA**

**NORTH COAST RAILROAD AUTHORITY
MENDOCINO COUNTY, CALIFORNIA**

**STEVE HONEYCUTT,
PROJECT MANAGER
JANUARY 17, 2020**

TABLE OF CONTENTS

SPECIAL PROVISIONS	i
TABLE OF CONTENTS	1
NOTICE TO BIDDERS	10
INSTRUCTIONS TO BIDDERS	1
Examination of Site, Drawings, Etc.	1
Bidder Inquiries and Questions.....	2
Location of the Work	2
GENERAL CONDITIONS	3
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS	3
1.01 Definitions	3
1-02. Examination of Plans, Special Provisions and Site of Work	4
1-03. Proposal	4
1-04. Withdrawal of Bids.....	4
1-05. Public Opening of Bids	4
1-06. Bid Guaranty	4
1-07. Qualification of Bidders	4
1-08. Disqualification of Bidders	4
1-09. Identification of Subcontractors	5
1-10. General Provisions of the Standard Specifications	5
SECTION 2. AWARD AND EXECUTION OF CONTRACT	6
2-01. Award of Contract.....	6
2-02. Return of Proposal Guaranties	6
2-03. Execution of Contract	6
SECTION 3. SCOPE AND INTENT OF CONTRACT	7
3-01. Effect of Inspection and Payments	7
3-02. Effect of Extension of Time	7
3-03. Extra Work	7
3-04. Assignment of Contract	7
3-05. Subcontractors.....	7
3-06. Interpretation of Special Provisions and Drawings.....	7
3-07. Liability of NCRA Officials.....	7

3-08. Dispute Resolution.....	8
SECTION 4. BONDS.....	9
4-01. Faithful Performance Bond.....	9
4-02. Material and Labor Bond.....	9
4-03. Defective Material and Workmanship Bond.....	9
4-04. Notification of Surety Companies.....	9
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS.....	10
5-01. Minimum Scope of Insurance.....	10
5-02. Minimum Limits of Insurance.....	10
5-03. Deductibles and Self-insured Retentions.....	10
5-04. Other Insurance Provisions.....	10
5-05. Acceptability of Insurers.....	11
5-06. Verification of Coverage.....	11
5-07. Subcontractors.....	11
SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR.....	12
6-01. Legal Address of Contractor.....	12
6-02. Office of Contractor at Site.....	12
6-03. Attention to Work.....	12
6-04. Liability of Contractor.....	12
6-05. Protection of Persons and Property.....	13
6-06. Protection of NCRA Against Patent Claims.....	13
6-07. Protection of Contractor's Work Property.....	13
6-08. Regulations and Permits.....	13
6-09. Construction Utilities.....	13
6-10. Approval of Contractor's Plans.....	14
6-11. Suggestions to the Contractor.....	14
6-12. Termination of Unsatisfactory Subcontracts.....	14
6-13. Preservation of Stakes and Marks.....	14
6-14. Assistance to Engineer.....	14
6-15. Removal of Condemned Materials and Structures.....	14
6-16. Proof of Compliance with Contract.....	14
6-17. Errors and Omissions.....	14
6-18. Cooperation.....	14
6-19. Right of Contractor to Stop Work.....	15

6-20. Hiring and Dismissal of Employees	15
6-21. Wage Rates.	15
6-22. Cleaning Up.....	16
6-23. Guaranty	16
SECTION 7. RESPONSIBILITIES AND RIGHTS OF NCRA	17
7-01. Authority of the Engineer	17
7-02. Inspection.....	17
7-03. Surveys.....	17
7-04. Rights-of-Way	17
7-05. Retention of Imperfect Work.....	17
7-06. Changes in the Work.....	18
7-07. Additional Drawings by NCRA.....	18
7-08. Additional and Emergency Protection	18
7-09. Suspension of Work	18
7-10. Right of NCRA to Terminate Contract.....	18
7-11. Use of Completed Portions	19
SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT.....	20
8-01. General Quality	20
8-02. Quality in Absence of Detailed Specifications	20
8-03. Materials and Equipment Specified by Name	20
8-04. Source of Materials.....	20
8-05. Storage of Materials.....	20
8-06. Drawings, Samples and Tests.....	20
SECTION 9. PROSECUTION OF WORK	21
9-01. Equipment and Methods	21
9-02. Time of Completion	21
9-03. Avoidable Delays.....	21
9-04. Unavoidable Delays	21
9-05. Notice of Delays	21
9-06. Extension of Time	21
9-07. Unfavorable Weather and Other Conditions.....	22
9-08. Saturday, Sunday, Holiday and Night Work.....	22
9-09. Hours of Labor	22
SECTION 10. PAYMENT	23

10-01. Certification by Engineer	23
10-02. Progress Estimates and Payment.....	23
10-03. Substitution of Securities.....	23
10-04. Acceptance.....	24
10-05. Final Estimate and Payment	24
10-06. Delay Payments	24
10-07. Extra Work and Work Omitted	25
10-08. Compensation for Extra Work or Work Omitted.....	25
10-09. Compensation to NCRA for Extension of Time	25
10-10. Liquidated Damages for Delay.....	25
SECTION 11. MISCELLANEOUS	26
11-01. Notice.....	26
11-02. Computation of Time.....	26
11-03. Litigation and Forum Selection	26
11-04. Waiver.....	26
TECHNICAL SPECIFICATIONS	27
SECTION 12. GENERAL INFORMATION	27
12-01. Location and Scope of Work.....	27
12-02. Arrangement of Technical Specifications	27
12-03. Arrangement of Plans	27
12-04. Business Licenses	27
12-05. Permits.....	28
12-06. Standard Specifications and Standard Plans.....	28
12-07. Temporary Facilities.....	28
12-08. Public Convenience and Safety.....	28
12-09. Maintaining Traffic.....	28
12-10. Stream Pollution	29
12-11. Warranties	29
12-12. Utilities.....	29
12-13. Preconstruction Conference	30
12-14. Progress Schedule.....	30
12-15. Safety Requirements.....	30
12-16. Cooperation	30
12-17. Dust Control.....	30

12-18. Noise Control.	31
12-19. Existing Highway Facilities.	31
12-20. Notification of Underground Service Alert (USA).	31
12-21. Final Pay Items and Quantities.	31
SECTION 13 – CONSTRUCTION DETAILS.....	33
13-01. TECHNICAL SPECIFICATIONS	33
13-02. CONTRACT DRAWINGS	33
13-03. SUPPLEMENTAL PROJECT INFORMATION.....	33
13-04 ORDER OF WORK	33
13-05 SCHEDULE.....	34
13-06 COOPERATION	34
13-07 PERMITS AND PLANS.....	34
13-07.1 Permits Secured; Plans Prepared.....	34
13-07.2 Permits Required	34
13-07.3 Plans and Submittals Required	34
13-08 AGREEMENTS.....	35
13-09 EXISTING FACILITIES	35
13-09.1 Utilities	35
13-09.2 Railroad	36
13-10 CONSTRUCTION SITE MANAGEMENT- Bid Item 1	36
13-10.1 “General”	36
13-10.2 Construction Area Signs – Bid Item 2	36
13-10.3 Temporary Railing, Type K- Bid Item 3	37
13-11 WATER POLLUTION CONTROL- Bid Items 5,6,7 and 83	37
13-11.1 General.....	37
13-11.2 SWPPP Implementation, Amendments And Updates	38
13-11.3 Maintenance	39
13-12 CONTROL OF WATER.....	40
13-12.1 Dewatering of Construction Areas.....	40
13-13 PERMANENT EROSION AND SEDIMENT CONTROL- Bid Items 31 & 32	40
13-14 AIR QUALITY	41
13-15. TESTING AND QUALITY CONTROL.....	42
13-16. MOBILIZATION AND DEMOBILIZATION- Bid Item 81.....	42
13-17. TRAFFIC CONTROL AND SITE ACCESS.....	43

13-17.1	Work Zone Traffic Control Plan.....	43
13-17.2	Encroachment Permits.....	43
13-17.3	Traffic Control Devices.....	43
13-17.4	Public Convenience.....	44
13-17.5	Preventing Unauthorized Access.....	44
13-17.6	Fencing.....	44
13-17.7	Permanent Barricade- Bid Item 8.....	44
13-17.8	Environmentally Sensitive Area (ESA) Fencing – Bid Item 9.....	45
13-17.9	Excavation for Fences and Sign Posts.....	45
13-18	UTILITY LOCATION AND IDENTIFICATION (POTHOLING).....	45
13-19	DEMOLITION OF EXISTING FACILITIES- Bid Item 10.....	46
13-20	CLEARING AND GRUBBING-Bid Item 11.....	46
13-21	TEMPORARY SHORING AND TRENCH SAFETY.....	47
13-22	EARTHWORK.....	47
13-22.1	Roadway Excavation- Bid Item 13.....	47
13-22.2	Ditch Excavation- Bid Item 14 and Bid Item 4.....	47
13-22.3	Low Impact Design (LID) Feature Excavation – Bid Item 15.....	48
13-22.4	Imported Embankment – Bid Item 16.....	48
13-22.5	Approved Native Fill.....	48
13-22.6	Preparation of Existing Surface to Receive Fill.....	49
13-22.7	Disposal of Excavated Materials Off-Site.....	49
13-22.8	Disposal of Excavated Contaminated Materials Off-Site.....	49
13-22.9	Prepare Subgrade- Bid Item 17.....	49
13-22.10	Structure Backfill (Bridge) – Bid Item 18.....	49
13-22.10	Low Impact Design (LID) Backfill _ Bid Items 19-24.....	50
13-23	LANDSCAPING- BID ITEMS 25-30 AND 84.....	51
13-24	CLASS 2 AGGREGATE BASE- Bid Item 33 AND Bid Item 34.....	54
13-25	HOT MIX ASPHALT-Bid Items 35 and 37.....	54
13-26	RAILTRAIL REALIGNMENT AT CLAY STREET – BID ITEM 36.....	57
13-27	BRIDGE RAILINGS – BID ITEMS 38 AND 39.....	57
13-27.1	General.....	58
13-27.2	Layout and Pre-Assembly.....	58
13-27.3	Painting.....	58
13-27.4	Assembly.....	58

13-28	MINOR CONCRETE – BID ITEMS 40 – 46; Bid Items 59-62.....	58
13-28.1	General.....	58
13-28.2	Stormdrain Manholes and Drainage Inlets.....	59
13-28.3	Sidewalks, Accessible Ramps, Driveways, Bus Stop Pads, Gutter Depressions.....	59
13-28.4	Curb and Gutter.....	60
13-29	61
	STORM DRAIN PIPING AND MINOR STRUCTURES - Bid Items 51-58: 63.....	61
13-29.1	General.....	61
13-29.2	HDPE Storm Drain Pipe – Bid Items 52-58.....	61
13-29.3	Plastic Storm Drain Inlets and Steel Drainage Tubes – Bid Items 51 and 63.....	62
13-30	WATER MAINS AND APPURTENANCES–Bid Items 47-50.....	62
13-30.1	General.....	62
13-30.2	PVC Water Main- Bid Item 48.....	63
13-30.3	Ductile Iron Pipe Water Main- Bid Item 49.....	63
13-30.3	12 Inch Connection in Perkins Street with Three 12 inch Gate Valves – Bid Item 47.....	64
13-30.4	Air Release/Vacuum Valves (Ductile Iron Mains) – Bid Item 50.....	64
13-30.5	Bolts, Nuts And Hardware.....	65
13-30.6	Valve Boxes for Valves 3” and Larger.....	65
13-30.7	Concrete Meter Boxes.....	66
13-30.8	Bedding and Cover Materials.....	66
13-30.9	Testing:.....	67
13-31	SANITARY SEWER MAIN.....	67
13-31.1	General.....	67
13-32	DRY UTILITY SYSTEM – Bid Items 64 - 72.....	68
13-32.1	SCHEDULE 40 PVC UTILITY CONDUITS - Bid Items 64 and 65.....	68
13-32.2	FURNISH AND INSTALL ONE INCH CONDUITS AT STREET LIGHTS – Bid Items 66 and 67 68	
13-32.3	INSTALL CITY FURNISHED MATERIALS AND EQUIPMENT – Bid Items 68 and 69.....	69
13-32.4	FURNISH AND INSTALL CATV/TELEPHONE SERVICE VAULTS – Bid Items 70 and 71.....	69
13-32.5	INSTALL CITY FURNISHED STREET LIGHTS – Bid Item 72.....	69
13-33	FURNISH AND INSTALL.....	70
	ROADSIDE SIGNS-Bid Item 73.....	70
13-34	PAVEMENT MARKINGS AND STRIPING – Bid Items 74-79.....	70
13-35	FINAL CLEANUP – Bid Item 80.....	70

13-36	CONSTRUCTION STAKING - Bid Item 82.....	71
13-37	MITIGATION PLAN IMPLEMENTATION - Bid Item 84 with SELECT SUBCONTRACTOR	71
13-38	8 INCH STEEL CASING WITH TWO INCH STEEL VENTS – Bid Item 85.....	73
SECTION 14.	EXCLUSIONS FROM GENERAL CONDITIONS.....	73
14-01.	Provisions to be Excluded from General Conditions.....	74
SECTION 15.	AMENDMENTS TO GENERAL CONDITIONS.....	74
15-01.	Sections of General Conditions to be Amended.....	74
CERTIFICATES AND DOCUMENTS	A	
BID SUBMITTAL CHECKLIST	B	
PROPOSAL.....	C	
FAIR EMPLOYMENT PRACTICES CERTIFICATION.....	L	
WORKER'S COMPENSATION CERTIFICATE	M	
CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT.....	N	
LIST OF PROPOSED SUBCONTRACTORS.....	O	
STATEMENT OF EXPERIENCE OF BIDDER	P	
SIGNATURE(S) OF BIDDER.....	Q	
BIDDER'S BOND.....	R	
NON-COLLUSION AFFIDAVIT	S	
AGREEMENT.....	T	
INDEMNIFICATION AGREEMENT	X	
FAITHFUL PERFORMANCE BOND	Y	
MATERIAL AND LABOR BOND.....	AA	
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	CC	
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	DD	

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST	Certificates and Documents - B
PROPOSAL	Certificates and Documents – C
BIDDING SCHEDULE	Certificates and Documents D-J
FAIR EMPLOYMENT PRACTICES CERTIFICATION	Certificates and Documents - L
WORKER'S COMPENSATION CERTIFICATE	Certificates and Documents-M
CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT	Certificates and Documents-N
LIST OF PROPOSED SUBCONTRACTORS	Certificates and Documents-O
STATEMENT OF EXPERIENCE OF BIDDER	Certificates and Documents-P
SIGNATURE OF BIDDER	Certificates and Documents-Q
BIDDER'S BOND	Certificates and Documents-R
NON-COLLUSION AFFIDAVIT	Certificates and Documents-S
AGREEMENT	Certificates and Documents-T
INDEMNIFICATION AGREEMENT	Certificates and Documents-X
EXAMPLE BOND FORMS	Certificates and Documents-Y
DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	-CC
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	-DD

ATTACHMENTS:

1. Site Improvement Plans – Courthouse Infrastructure Project dated November, 2019
2. “As-Constructed” Surface on 10-25-2019 (6 sheets)
3. Soil and Ground Water Management Plan dated August, 2017 (23 pps)
4. NCRWQCB – Gibson Creek 401 Permit 8-31-2017 (11 pps)
5. EIR MMP and Site Enhancement Plan for Gibson Creek (23 pps.)
6. Covenant and Environmental Restriction on 309 East Perkins Street, Ukiah (5 pps)
7. Streambed Alteration Agreement No. 1600-2016-0601-R1 (12 pps)
8. Low Impact Development Plans – Clay Street and Courthouse Blvd -GHD Engineers (2 Sheets)
9. Courthouse Electrical Substructure Plans (Draft – 4 Sheets)
10. Storm Water Pollution Prevention Plan(SWPPP) for Mendocino County Courthouse Infrastructure Project Phases 1, 2 and 3; Ukiah California; dated August 27, 2017.
11. Miscellaneous details, including bridge railing details, bus stop details, barricade details and water main details not included in the Site Improvement Plans identified in Attachment 1.

NOTICE TO BIDDERS
COURTHOUSE INFRASTRUCTURE PROJECT
UKIAH, MENDOCINO COUNTY, CALIFORNIA
SPECIFICATION NO. NCRA-2020-01

NOTICE IS HEREBY GIVEN that sealed standard proposals for the North Coast Railroad Authority's COURTHOUSE INFRASTRUCTURE PROJECT will be received at the NCRA OFFICE AT 419 TALMAGE ROAD, SUITE M, Ukiah California until 2 PM on FEBRUARY 27, 2020, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to Steve Honeycutt, Project Manager, and shall be endorsed "BID FOR COURTHOUSE INFRASTRUCTURE PROJECT." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1.	Construction Site Management	1	LS
2.	Construction Area Signs	3	EA
3.	Temporary Railing, Type K	100	LF
4.	Temporary Check Dams	10	EA
5.	Temporary Inlet Protection	8	EA
6.	Temporary Fiber Rolls	2000	LF
7.	Street Sweeping	1	LS
8.	Furnish and Install Permanent Barricade	1	EA
9.	Temporary Fence (ESA Type)	500	LF
10.(F)	Demolition of Existing Facilities	250	SY
11.	Clearing and Grubbing	1	LS
12.	Hand Excavation and Rearrangement of Tree Well	1	LS
13.(F)	Roadway Excavation	500	CY
14.(F)	Ditch Excavation	430	LF
15.(F)	LID Feature Excavation	210	CY
16.(F)	Imported Embankment	2,190	CY
17.(F)	Prepare Subgrade	54,000	SF
18.(F)	Structure Backfill (Bridge)	18	CY
19.(F)	Geotextile Stabilization Fabric (LID Feature)	770	SY
20.(F)	20 Mil Plastic Moisture Barrier	112	SY
21.(F)	Bioretention Structural Soil	380	CY
22.(F)	Lava Rock Backfill	100	CY
23.(F)	3 Inch Minus Crushed Stone	100	TON
24.(F)	¾" to 1 ½" Crushed Stone	50	TON
25.(F)	Landscape Soil Mix, Median	290	CY

26.	Prune Existing Tree	1	LS
27.	Plant (Group B)	1	LS
28.	Plant (Group H)	1	LS
29.	Irrigation System (Median- Courthouse Blvd.)	1	LS
30.	Irrigation System (Mitigation Area)	1	LS
31.	Erosion Control (Hand Seeded and Strawed)	1	LS
32.(F)	Erosion Control (2 Step Hydroseed Method)	16,700	SF
33.(F)	Class 2 Aggregate Base, Roadway	2,550	TON
34. (F)	Class 2 Aggregate Base, Sidewalk area	530	TON
35.(F)	Hot Mix Asphalt Street Paving	1,015	TON
36. (F)	RailTrail Realignment at Clay Street	120	LF
37.(F)	Miscellaneous Hot Mix Asphalt Paving	60	TON
38.(F)	Bridge Wing Wall Cable Railing	70	LF
39.(F)	Bridge Structural Steel Railing	48	LF
40.(F)	Concrete Sidewalk	1,340	SF
41.	Corner Accessible Ramp	3	EA
42.	RailTrail Accessible Ramp	2	EA
43.(F)	Concrete Curb and Gutter (Edge Traveled Way)	1,900	LF
44.(F)	Concrete Notched Median Curb	1,045	LF
45.(F)	Concrete Paved Bus Stop	2	EA
46.	Concrete Commercial Driveway Approach	1	EA
47.	Connection to Existing 12 Inch Water Main - Perkins	1	EA
48.(F)	Furnish and Install 12 Inch C900 Pipe	50	LF
49.(F)	Furnish and Install 12 Inch Ductile Iron Pipe	200	LF
50.	Furnish and Install Combination 3 Inch Air Valve with Protection Cage	1	EA
51.(F)	Furnish and Install 8 Inch by 4 Inch Structural Tube	40	LF
52.(F)	Furnish and Install 6" HDPE	40	LF
53.(F)	Furnish and Install 6 Inch Perforated HDPE (ASHTO M278)	180	LF
54. (F)	Furnish and Install 24 Inch Perforated HDPE (ASHTO M252 or M294)	300	LF
55.(F)	Furnish and Install 12 Inch HDPE (TYPE S)	200	LF
56.(F)	Furnish and Install 15 Inch HDPE (TYPE S)	150	LF

57.(F)	Furnish and Install 18 Inch HDPE (TYPE S)	680	LF
58.(F)	Furnish and Install 24 Inch HDPE (TYPE S)	180	LF
59.	Install Owner Supplied 48 Inch Standard Sewer MH	3	EA
60.	Install Owner Supplied 48 Inch Square Precast Storm Drain Junction Box	3	EA
61.	Furnish and Install 18 Inch Square Precast Catch Basin - LID	2	EA
62.	Furnish and Install 36 Inch by 48 Inch Precast Catch Basin - LID	1	EA
63.	Furnish and Install 12 Inch Diameter Plastic Drain Basin	2	EA
64.(F)	Furnish and Install 4 Inch Schedule 40 PVC Conduit, Electric Power	1,470	LF
65.(F)	Furnish and Install 4 Inch Schedule 40 PVC Conduit, Telephone and Cable	4,080	LF
66.(F)	Furnish and Install 1 Inch Schedule 40 PVC Conduit, Street Lights	980	LF
67.(F)	Furnish and Install 1 Inch Rigid Steel Conduit, Street Lights	170	LF
68.	Install City Furnished Pedestal. Complete	3	EA
69.	Install City Furnished 25 kva Transformer, Complete	1	EA
70.	Furnish and Install CATV Service Vaults, Complete	3	EA
71.	Furnish and Install AT&T Service Boxes, Complete	3	EA
72.	Install City Furnished Street Lights, Complete	9	EA
73.	Furnish and Install Miscellaneous Signs	16	EA
74.	Furnish and Install Continental Style Crosswalk Markings	1	EA
75.	Furnish and Install Standard Caltrans Crosswalk and Stop Limit Lines	5	EA
76.(F)	Furnish and Install No Passing Zone Line	260	LF
77.(F)	Furnish and Install Bike Lane Lines	2,080	LF
78.(F)	Furnish and Install Channelizing Lane Line	170	LF
79.	Furnish and Install Miscellaneous Pavement Markings	1	LS
80.	Final Cleanup	1	LS
81.	Mobilization and Demobilization	1	LS
82.	Construction Staking	1	LS
83.	SWPPP Management	1	LS
84.(F-S)	Mitigation Plan Implementation	1	LS

85. (F)	8 Inch Steel Casing with 2 Inch Vents	80	LF
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F= Final Pay Quantity; S= Specialty Subcontractor – Mandatory Source

Scope of Work consists of performing all work necessary to construct the improvements described in the Courthouse Infrastructure Project Special Provisions and in the construction drawings dated November, 2019. Work includes, but is not limited to, furnishing all labor, materials, equipment, supervision, and incidentals related to demolition, clearing and grubbing, offhauling identified contaminated or unsuitable materials and debris; importing fill and constructing engineered fill for roadway prisms; trenching for and installing water, sanitary sewer, storm sewer, and joint trench dry utility infrastructure improvements; constructing curbs, gutters, and sidewalks; constructing minor concrete structures such as drainage inlets, manhole structures, streetlight and other foundations; constructing aggregate base and hot mix asphalt paved roadways; constructing signage and barriers, and installing all traffic markings and delineators; installing Low Impact Design stormwater treatment systems; landscaping the Gibson Creek Mitigation Area; and landscaping the center roadway median to incorporate Low Impact Development drainage measures.

A MANDATORY PRE-BID MEETING will be held at 10am on January 30, 2020 at the project site – 309 East Perkins Street at the Railroad Depot Building, Ukiah, CA 95482.

Plans and Special Provisions may be inspected and/or copies obtained for a non refundable fee of \$100. Plans and Special Provisions may also be downloaded at no charge from Guillon Inc.'s website by contacting Steve Honeycutt at steve@guilloninc.com. Bidders must be registered as Planholders in order that their bid will be considered valid. Registration will assure that Bidders receive important bidding information. Contact Steve Honeycutt, Project Manager for NCRA. No bid will be considered unless it is made on the forms furnished by NCRA and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Steve Honeycutt at (530) 624-0178 or at fax phone (530) 897-6455.

NCRA reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and which it deems in the best interest of the NCRA to accept. NCRA also reserves the right to waive any information not material to cost or performance in any proposal or bid.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2014) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A (General Engineering) Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of NCRA withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the North Coast Railroad Authority, Ukiah, County of Mendocino, California 95482.

Dated: _____

Project Manager, NCRA, Ukiah, California

PUBLISH TWO TIMES: January 17, and January 24, 2020

INSTRUCTIONS TO BIDDERS

The COURTHOUSE INFRASTRUCTION PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the North Coast Railroad Authority amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said North Coast Railroad Authority. Said check shall be forfeited, or said bond shall become payable to said North Coast Railroad Authority in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with North Coast Railroad Authority and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by NCRA for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within 100 calendar days. The Contractor will pay to NCRA the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with NCRA not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the Chairman of the Board of Directors of NCRA (Board) a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the Board at its next regular meeting occurring not less than 12 calendar days following the bid opening. The Board will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the Board on this item during the meeting. The Board action on the protest shall represent a final decision by NCRA on the protest.

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held Thursday, January 30, 2020, at 10 a.m. at the project site located at the Railroad Depot Building, 309 East Perkins Street, Ukiah, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by NCRA to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by NCRA or its officers that such conditions are actually existent, nor shall NCRA, the Project Engineer or any of their officers or representatives be liable for any loss sustained by the

Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. NCRA and the Project Engineer will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Steve Honeycutt, Project Manager

Fax: (530) 897-6455

Email: steve@guilloninc.com

NCRA reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

The project is located at 309 E. Perkins St, Ukiah, CA 95482. All of the work to be performed is within the parcels owned by NCRA, APN Nos. 002-232-15 and 002-282-20, and within easement areas secured by the NCRA.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1.01 Definitions

Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "Owner" or "NCRA " shall mean the North Coast Railroad Authority, Mendocino County, California, acting through its Board of Directors or any other board, body, official or officials to which or to whom the power belonging to the Board shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Project Manager" shall mean the individual duly and officially appointed by NCRA to make certain decisions regarding the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them. A list of areas of authority is provided in Section 5-1.03 "Engineer's Authority" of the California Standard Specifications. The Project Manager may delegate responsibility for responding to technical questions and interpreting the Plans, Technical Specifications, and Special Provisions to the Engineer.
- c. "Engineer" is the Engineer of Record for preparation of the Project Documents including Plans, Technical Specifications and Special Provisions, acting personally or through agents, sub-consultants, or assistants duly authorized by him, such agents, sub-consultants, or assistants acting within the scope of the particular duties entrusted to them. Alternatively, "Engineer" may include an individual from an inspection agency or company authorized by the Project Manager to oversee the construction in progress.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Project Manager, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the NCRA for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to NCRA or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Project Manager or his designee.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of NCRA, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to NCRA if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed," "as permitted," "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work

The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal

Bids shall be made on the blank forms prepared/provided by or on behalf of NCRA. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids

Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with NCRA. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids

Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty

Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the NCRA in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of NCRA to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, NCRA may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders

More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially

interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors

All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications

All provisions of the General Provisions, Sections 1 through 9 of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

SECTION 2. AWARD AND EXECUTION OF CONTRACT**2-01. Award of Contract**

Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. NCRA reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties

All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by NCRA; one copy shall be filed with NCRA and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to NCRA.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments

Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by NCRA or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to NCRA, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time

The granting of any extension of time on account of delays which, in the judgement of NCRA, are avoidable delays shall in no way operate as a waiver on the part of NCRA of its rights under this contract.

3-03. Extra Work

If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract

The contract may be assigned or sublet in whole or in part only upon the written consent of NCRA acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors

The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and NCRA and no action may be brought by any subcontractor against NCRA based on this contract.

3-06. Interpretation of Special Provisions and Drawings

The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of NCRA Officials

No NCRA official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution

Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS**4-01. Faithful Performance Bond**

As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to NCRA, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond

As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to NCRA in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond

As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to NCRA in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect NCRA against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to NCRA before the final payment under this contract will be made.

4-04. Notification of Surety Companies

The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by NCRA or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

(WITH CONSTRUCTION RISKS)

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 work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by NCRA. At the option of NCRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects NCRA, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to NCRA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. NCRA, its officers, officials, employees, project consulting engineers and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against NCRA, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for NCRA.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects NCRA, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by NCRA, its officers, officials, employees, project consulting engineers, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NCRA.
- 5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
- 6. Course of Construction policies shall contain the following provisions:
 - a.) NCRA shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against NCRA.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage

Contractor shall furnish NCRA with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by NCRA or on other than NCRA's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by NCRA. NCRA reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor

Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from NCRA or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to NCRA. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site

During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work

The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor

The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by NCRA shall not make the Contractor an agent of NCRA and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by NCRA of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless NCRA and its officers, directors, agents and employees, and project consulting engineers, from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against NCRA or any of its agents or employees, or project consulting engineers, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or

other employee benefit acts. The obligation to indemnify shall not extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

NCRA shall have the right to estimate the amount of such damage and to cause NCRA to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to, become due the Contractor under this contract as may be considered necessary by NCRA shall be retained by NCRA until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to NCRA.

6-05. Protection of Persons and Property

The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of NCRA Against Patent Claims

All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold NCRA, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for NCRA, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or NCRA may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from NCRA or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property

The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither NCRA nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits

The Contractor shall secure and pay for all permits not provided by Owner, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License.

6-09. Construction Utilities

The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans

The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by NCRA or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor

Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and NCRA shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks

The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer

At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by NCRA and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions

If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation

The Contractor shall cooperate with all other contractors who may be performing work in behalf of NCRA and workmen who may be employed by NCRA on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. He or she shall make good promptly, at his or her

own expense, any injury or damage that may be sustained by other contractors or employees of NCRA at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of NCRA in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of NCRA, the Contractor shall on that account have no claim against NCRA other than for an extension of time.

6-19. Right of Contractor to Stop Work

Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from NCRA payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If NCRA fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by NCRA.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to NCRA and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees

The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing NCRA, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD>.

4. NCRA will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against NCRA.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty

All work shall be guaranteed for a period of one year from the date of acceptance by NCRA. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

NCRA is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of NCRA delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF NCRA

7-01. Authority of the Engineer

All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of NCRA to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or NCRA shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection

NCRA will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, NCRA shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of NCRA limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys

Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way

NCRA will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work

If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and

reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work

The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to NCRA of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by NCRA

The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work

NCRA may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from NCRA to the Contractor so to do. NCRA shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if NCRA does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of NCRA to Terminate Contract

If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if

he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then NCRA, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method NCRA may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to NCRA. The expense incurred by NCRA as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions

NCRA shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT

8-01. General Quality

Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications

Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name

Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials

Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials

Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests

As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods

The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion

The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. NCRA will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by NCRA which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays

Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by NCRA changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with NCRA will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time

Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by NCRA during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work

No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to NCRA, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT**10-01. Certification by Engineer**

All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment

The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, NCRA shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 90 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities

1. At such times that Public Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:
 - (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
 - (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
 - (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
 - (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, NCRA, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
 - (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
 - (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.
 - (g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.
 - (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.

- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
 - (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).
 - (k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.
 - (l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.
2. The securities shall be deposited with NCRA or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of NCRA, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by NCRA or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to NCRA shall be prepared and executed by NCRA, the Contractor and the escrow agent, which may be NCRA. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. NCRA shall have no obligation to enter any such Agreement that does not provide NCRA with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance

The work must be accepted by vote of the Board of Directors of the North Coast Railroad Authority when the whole shall have been completed satisfactorily. The Contractor shall notify the Owner's Representative, in writing, of the completion of the work, whereupon the Owner's Representative shall promptly, by personal inspection, satisfy himself or herself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the NCRA.

10-05. Final Estimate and Payment

The Owner's Representative shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, NCRA shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments

Should any payment due the Contractor or any estimate be delayed, through fault of NCRA beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but NCRA shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Executive Director of NCRA. If interest shall become due on any delayed payment, the amount thereof, as determined by NCRA, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, NCRA is authorized to reserve or retain.

10-07. Extra Work and Work Omitted

Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by NCRA increase the amount of work to be done, such added work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by NCRA authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted

Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by NCRA prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.05, "Changes and Extra Work," and Section 9-1.04, "Force Account " of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to NCRA for Extension of Time

In case the work called for under this contract is not completed within the time limit stipulated herein, NCRA shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, NCRA shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to NCRA of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay

It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by NCRA and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to NCRA the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS**11-01. Notice**

Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Litigation and Forum Selection

Contractor and NCRA stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

The parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to NCRA thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract.

11-04. Waiver

The Contractor shall strictly comply with all notices and other contract requirements. Waiver by NCRA of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work

THE WORK TO BE DONE IS TO COMPLETE THE INFRASTRUCTURE IMPROVEMENTS WHICH WERE PARTIALLY COMPLETED IN 2017. THE PLANS FOR THE PROJECT, SITE IMPROVEMENT PLANS- COURTHOUSE INFRASTRUCTURE PROJECT-FINAL CONSTRUCTION-MENDOCINO COUNTY COURTHOUSE, DATED NOVEMBER 13, 2019, SHOW THE ENTIRE PROJECT, INCLUDING THE WORK PERFORMED IN 2017. ONLY THE WORK TO BE DONE TO COMPLETE THIS PROJECT IS INCLUDED IN THE BID ITEMS. THE BID ITEMS DO NOT INCLUDE WORK ALREADY COMPLETED OR PARTIALLY COMPLETED.

FOR A DETAILED DESCRIPTION OF THE REMAINING WORK TO BE COMPLETED, REFER TO SECTION 13 “CONSTRUCTION DETAILS” OF THESE SPECIAL PROVISIONS. FOR APPROXIMATE QUANTITIES OF WORK REMAINING TO BE COMPLETED, REFER TO THE LIST OF BID ITEMS IN THE NOTICE TO BIDDERS AND THE BIDDING SCHEDULE IN THESE SPECIAL PROVISIONS.

All of the work to be performed is within the two parcels owned by NCRA (APN 002-232-15 and 002-282-20) and adjoining areas of easement secured by NCRA. The work consists of, but is not limited to, performing all work necessary to construct the improvements described in these Courthouse Infrastructure Project Special Provisions. The completed infrastructure improvements are shown in the construction drawings identified above dated November, 2016, and in various other construction drawings and details identified in Section 13-03 “Supplemental Project Information” of these Special Provisions. The address of the site of the project is 309 E. Perkins Street, Ukiah, CA 95482.

Work includes, but is not limited to, furnishing all labor, materials, equipment, supervision, and incidentals related to completion of demolition, clearing and grubbing, offhauling identified contaminated or unsuitable materials and debris; importing fill and constructing engineered fill for roadway prisms; trenching for and installing water, sanitary sewer, storm sewer, and joint trench dry utility infrastructure improvements; constructing curbs, gutters, and sidewalks; constructing minor concrete structures such as drainage inlets, manhole structures, streetlight and other foundations; constructing aggregate base and hot mix asphalt paved roadways; constructing signage and barriers, and installing all traffic markings and delineators; installing Low Impact Design stormwater treatment systems; landscaping the Gibson Creek Mitigation Area; and landscaping the center roadway median to incorporate Low Impact Development drainage measures.

The Contractor should familiarize himself or herself with the local conditions of the project site. Failure to do so will in no way relieve him or her of the responsibility for performing any of the work or operations required as a part of this contract.

Further information regarding the work or these specifications can be obtained from Steve Honeycutt, Project Manager, by email to steve@guilloninc.com or by fax at (530) 897-6455.

12-02. Arrangement of Technical Specifications

The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans

See Attachment 1, a separately bound set entitled “Site Improvement Plans for the Courthouse Infrastructure Project, Mendocino County Courthouse,” dated November, 2019.

12-04. Business Licenses

The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits

The Contractor shall provide, procure, and pay for all permits required to complete this work not provided by the Owner.

12-06. Standard Specifications and Standard Plans

The Standard Specifications and Standard Plans of the California State Department of Transportation, 2010, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The North Coast Railroad Authority (NCRA) .

Engineer - The Engineer, designated by the NCRA, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the NCRA to test materials and work involved in the contract.

State - The NCRA.

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. Project Special Provisions
2. Project Plans
3. City of Ukiah Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities

All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

These provisions are intended to apply to the area of the intersection of Courthouse Boulevard with East Perkins Street and Hospital Drive, and at the eastern end of Clay Street which serves as access to private property and access to the RailTrail. In the remaining work area corridor for infrastructure improvements and in the area owned by the NCRA east of that corridor, the Contractor may restrict pedestrian and vehicular access at any time.

12-09. Maintaining Traffic

Attention is directed to Section 7-1.03 "Public Convenience," 7-1.04 "Public Safety," 7-1.092, "Lane Closure," and 12-1.03 "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work areas described in Section 12-08 "Public Convenience and Safety" above, with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution

The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement. Attention is drawn to Attachments 4, 5, 6, and 7 to these Special Provisions, which are permits related to the prevention of stream pollution. The Contractor is responsible to review, understand and comply with all of the terms and conditions of these permits without limitation.

12-11. Warranties

Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. The Contractor shall replace promptly and at his or her own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities

No water, sewer or electrical services will be provided by the Owner. It is the Contractor's sole responsibility to arrange such services as necessary.

In additions to USA notifications per section 12-18, the Contractor should be prepared to contact the various agencies directly.

Utilities shown on the plans have uncertain depths. The record information available indicates that this work should not conflict with existing utilities. However, all utility companies recommend/require that the Contractor pot hole at sufficient intervals along the USA markings to the depth of work on this project as a check prior to commencing the particular phase of the work which may conflict with existing utilities.

In general, the locations of existing utilities are indicated on the drawings and/ or will be marked on the ground at the site. The accuracy of completeness of this information is not guaranteed, however and unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, building connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that should the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

In case it should be necessary to move permanently or to maintain temporarily the property of any public utility or other property, the cost must be borne by the Contractor. However, the NCRA reserves the right, if requested by the utility owner, to permit the utility owner to move or maintain the utility at the Contractor's expense. All existing utilities shall be kept in service during the progress of the work. Where protection is required to insure support located substantially as shown on the Project Plans, the Contractor shall furnish and place the necessary protection at his or her expense.

The right is reserved to the City therein and to the owners of public utilities and franchised entities, to enter upon any street, road, right-of-way or easement for the purpose of maintaining or of making necessary repairs or changes in their property made necessary by the work.

Coordinate work with various utilities within project limits. Notify applicable utilities at least two days before commencing work or if damage occurs, or if conflicts or emergencies arise during work.

1. Ukiah Water & Sewer Departments
 - a. Contact person: Don Brown, Supervisor
 - b. Telephone (707) 489-9042
2. Ukiah Electric Department
 - a. Contact person: Tim Santo, Electric Supervisor

- b. Telephone (707) 467-5778
 3. Pacific Gas and Electric
 - a. Contact person: _____, Gas and Electric Construction Supervisor
 - b. Telephone (707) _____, Pager (707) _____
 4. AT&T
 - a. Contact person: Bernie Sopp, Construction Supervisor
 - b. Telephone: (707) 468-2811, cell (707)391-0172

Payment: Full compensation for Utility coordination shall be considered as included in the prices paid for various contract items of work and no additional allowances will be made therefore.

12-13. Preconstruction Conference

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Progress Schedule

Progress schedules will be required for this contract and shall conform to the provisions in Section 13-05, "Schedule," of the Construction Details.

12-15. Safety Requirements

The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

12-16. Cooperation

Attention is directed to Section 7-1.14 of the California Standard Specifications and Section 6-18 of these Special Provisions.

Other construction work by other forces to construct or abandon the relocated power lines, telephone lines and pipe lines, demolition of adjacent buildings, and construction other improvement, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the forces engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-17. Dust Control.

Dust control shall conform to the provisions in Section 14-9 "Air Quality" of the California Standard Specifications and these Special Provisions.

The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Utilities Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at Public Utilities Department-Water Division Building within the City's Corporation Yard located at 1320 Airport Road, (707) 463-6200.

12-18. Noise Control.

The Contractor's attention is directed to the provisions of Section 14-8, "Noise and Vibration", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 6:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source. The Contractor shall notify all residents within a 500-foot radius of the construction site about the proposed construction schedule. The notification shall be in writing and it shall be submitted to the NCRA Project Manager for approval a minimum of 5 working days prior to the proposed public notification.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-19. Existing Highway Facilities.

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the California Standard Specifications and these Special Provisions.

All existing highway facilities to be removed shall be disposed of at locations outside the highway right-of-way.

Such disposal shall conform to the provisions in Section 14-10.01, "General" of the Standard Specifications.

12-20. Notification of Underground Service Alert (USA).

The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1 (800) 227-2600 or 811

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service from his operations.

12-21. Final Pay Items and Quantities.

Section 9-1.02C, "Final Pay Item Quantities," of the California Standard Specifications is amended to read:

When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Payment." If a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantities shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the item shown on the Plans, payment will be based on the quantity shown in the Engineer's Estimate.

Final pay quantity designations shown on the Plans shall not apply.

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SECTION 13 – CONSTRUCTION DETAILS

13-01. TECHNICAL SPECIFICATIONS

These Technical Specifications provided in this Section provide construction specifications for the various items of work of this project. Included are references to the Caltrans Standard Specification – 2010, as they relate to the type of work of this project. Refer to Division 1 “General Provisions” for the interpretation and application of the Caltrans Standard Specifications.

Other references to codes and standards such as AWWA, Department of Industrial Relations, etc. are included where appropriate.

REFER TO SECTION 13-07 “PERMITS AND PLANS” FOR ADDITION REQUIREMENTS FOR THE COMPLETION OF THIS PROJECT.

13-02. CONTRACT DRAWINGS

The Contract Drawings for this project labelled, “Site Improvement Plans – Courthouse Infrastructure Project” and dated November, 2019, are incorporated herein by reference. NOTE THAT THESE DRAWINGS ARE FOR THE COMPLETED PROJECT AND SHOW WORK WHICH WAS DONE IN 2017 AS WELL AS WORK WHICH IS TO BE COMPLETED UNDER THE CONTRACT DESCRIBED IN THESE SPECIAL PROVISIONS.

An Index of the Drawing sheets is included on the cover sheet of the plan set. IN ADDITION, THERE ARE DOCUMENTS ATTACHED WHICH ARE INCLUDED IN THE CONTRACT DOCUMENTS AND WHICH SHALL BE CONSIDERED TO BE PART OF THE PROJECT PLANS OR CONTRACT PLANS.

13-03. SUPPLEMENTAL PROJECT INFORMATION

The following information has been attached to these Special Provisions and relevant parts are made reference to in the Technical Specifications:

1. Site Improvement Plans – Courthouse Infrastructure Project dated November, 2019
2. “As-Constructed” Surface on 10-25-2019 (6 sheets)
3. Soil and Ground Water Management Plan dated August, 2017 (23 pps)
4. NCRWQCB – Gibson Creek 401 Permit 8-31-2017 (11 pps)
5. EIR MMP and Site Enhancement Plan for Gibson Creek (23 pps.)
6. Covenant and Environmental Restriction on 309 East Perkins Street, Ukiah (5 pps)
7. Streambed Alteration Agreement No. 1600-2016-0601-R1 (12 pps)
8. Low Impact Development Plans – Clay Street and Courthouse Blvd -GHD Engineers (2 Sheets)
9. Courthouse Electrical Substructure Plans (Draft – 4 Sheets)
10. Storm Water Pollution Prevention Plan(SWPPP) for Mendocino County Courthouse Infrastructure Project Phases 1, 2 and 3; Ukiah California; dated August 27, 2017.
11. Miscellaneous details, including bridge railing details and water main details not included in the Site Improvement Plans identified in Attachment 1.

13-04 ORDER OF WORK

When Order of Work is required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

Physical work on the site shall not commence prior to issuance of a “no-fee” encroachment permit by the NCRA and acceptance of insurance certificates by the NCRA. No work activities impacting adjoining City right-of-ways shall commence until an encroachment permit is issued by the City of Ukiah to the Contractor. Physical work on the site shall be completed by October 15, 2020.

Work on the bridge within the Gibson Creek channel and within 25 feet of the top of bank on each side of the channel must be done when the creek channel is dry and during the period of time specified by the California Department of Fish and Wildlife Permit No 1600-2016-0601-R1.

The connection to the existing 12 inch water main in Perkins Street must be done in coordination with City of Ukiah personnel and scheduled for night-time work.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

13-05 SCHEDULE

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02C, "Level 2 Critical Path Method Schedule," of the Standard Specifications and these Special Provisions.

Software: The software shall be the latest version of Primavera Project Planner (P3), SureTrak Project Scheduler, Microsoft Project, or approved equal.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

13-06 COOPERATION

Reference is made to section 6-18 and to section 12-16 of these Special Provisions which contains requirements for cooperation with other agencies and entities.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

13-07 PERMITS AND PLANS

13-07.1 Permits Secured; Plans Prepared

The following permits have been secured by the NCRA for this project:

1. Lake and Streambed Permit No.1600-2016-0601-R1 issued by the California Department Fish and Wildlife(12 pps)
2. NCRWQCB – Gibson Creek 401 Permit 8-31-2017 (11 pps)
3. EIR MMP and Site Enhancement Plan for Gibson Creek (23 pps.)
4. Covenant and Environmental Restriction on 309 East Perkins Street, Ukiah (5 pps)

The following plans have been prepared and approved for this project:

1. Soil and Groundwater Management Plan – Approved by the California Regional Water Quality Control Board.
2. Storm Water Pollution Prevention Plan(SWPPP) for Mendocino County Courthouse Infrastructure Project Phases 1, 2 and 3; Ukiah California; dated August 27, 2017.

13-07.2 Permits Required

The following permits are required to be obtained by the Contractor:

Encroachment Permits – City of Ukiah (Clay Street, Courthouse Blvd/Perkins Intersection)

Authorization to Construct: Mendocino Air Quality Management District

Grading Permit: Contractor will secure a grading permit from the City of Ukiah.

Excavation Safety: The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 "Permits" of the Construction Safety Orders, for all excavations 5-feet or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times. Submit a copy of the permit to the Engineer, prior to initiating any work requiring this permit.

Construction Storm Water Pollution Prevention Plan (SWPPP) – A Construction SWPPP has been prepared for this contract, but the Contractor shall register as the "Duly Authorized Representative" with the Water Quality Control Board using the SMARTS system.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

13-07.3 Plans and Submittals Required

The following plans are required to be prepared by the Contractor and submitted for approval to the NCRA prior to any work on an item affected by the plan. The time required for review and return of plans is shown in parentheses after each plan. The Contractor shall allow time in the work schedule for

comments and possible corrections/additions from the NCRA

The Contractor shall prepare and submit a Construction Schedule (3), Public Notifications(3), Work Zone Traffic Control Plan(5) for Perkins Street Water Main Tie-In and for Clay Street Conform, Underground Utility Materials Submittal(indicating the names and addresses of suppliers) to be used on the project(10), Shop Drawing of Protective Cage for 3 Inch Combination Air Valve, Contractor's Health and Safety Plan(HASP-Ref Sec 4 of SGMP) (15), Shoring Plan (if determined necessary)(5), Construction Dewatering Plan(if groundwater is encountered) (5), Hot Mix Asphalt Submittal(3), Traffic Striping and Markings Submittal (5).

These Plans shall be submitted for review and acceptance by the Engineer, and as discussed in these special provisions. The Contractor shall allow the number of working days stipulated above in parentheses for the Engineers' review of the submittals which will be counted concurrently if all items are submitted simultaneously.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.

13-08 AGREEMENTS

Agreements have been obtained from the NCRA and the Judicial Council of California to allow contractor to use the respective properties for access and for staging of construction materials. A condition of said agreements is to leave the site substantially as it was found upon commencement of the contract.

The NCRA has agreed that excess trench excavation and soils and aggregate base from roadway excavation may be stockpiled on the NCRA property east of Courthouse Boulevard and south of Clay Street. Soils which are found to be contaminated as defined by the SGWMP and asphalt concrete and Portland cement concrete shall be removed and disposed lawfully.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate Payment will be made.

13-09 EXISTING FACILITIES

Attention is directed to Section 5-1.36D "Non-Highway Facilities" and Section 15 "Existing Facilities" of the Standard Specifications and these Special Provisions.

The Contractor will make a thorough investigation of the job site and size equipment accordingly. The Contractor shall select equipment to avoid damaging existing facilities, which include, but are not limited to: street paving, pipes, traffic controls, sidewalks, plants and trees, landscaping, curbs and gutters, fencing etc. The Contractor shall restore any damage caused by the Contractor at no cost to the NCRA.

13-09.1 Utilities

The Contractor's attention is directed to the existence of underground and overhead facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Utilities which may be encountered on site include electric, water, sewer, fiber optic, natural gas (service), natural gas (high pressure transmission), communications, etc.

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the NCRA assumes no responsibility therefore. Whenever any such utilities are indicated thereon or are apparent at the site of the work, the Contractor shall be responsible for verifying their actual location and depth in the field. Where excavation deeper than eight inches is anticipated, the Contractor shall notify Underground Service Alert at (800) 227-2600 or at 811 prior to excavation.

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall perform initial exploratory excavations (potholes) to determine their exact depth and location. Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

Within the project site there are existing utility poles connected to the main service pole at the corner of Clay Street and the NCRA Rail Trail. Some poles and overhead lines shall remain in place and in operation until the joint trench is completed and the City of Ukiah restores electrical services to those facilities. The Contractor shall conduct his operations in a manner to avoid damage to the poles or compromise pole integrity, which may include installing guys or other supports to support the poles if required. Supporting and/or removal of poles must be coordinated with the City of Ukiah Electric Department. All costs associated with maintaining these facilities during construction shall be assumed by the Contractor.

An existing natural gas service line serves the abandoned building south of Clay Street and east of the tracks. The Owner shall have PG&E shut off the service line at the owner's expense.

An existing gas service lateral extends alongside the south edge of Clay Street in the vicinity of a LID infiltration trench. Contractor shall notify Underground Service Alert and PG&E to arrange to pothole the location of this facility at least one month before work is contemplated in the area. Contractor shall maintain a minimum lateral clearance of three feet from the gas transmission line to the edge of the infiltration trench.

Construction work shall be coordinated with any work by utility entities performing utility relocations to avoid conflicts.

The Contractor shall notify the City and the appropriate regional notification center for operators of surface and subsurface installations at least eight (8) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire, or other structure.

Full compensation for protection of existing utility facilities and coordinating with the utility companies for temporary and permanent re-location shall be considered as included in the various contract unit prices paid for the items of work and no additional compensation will be allowed. Reimbursement for delays regarding work by utility entities shall not be allowed.

13-09.2 Railroad

Attention is directed to Section 5-1.36C-Railroad Property and Section 15 "Existing Facilities" of the Standard Specifications and these Special Provisions.

The NCRA has agreed to allow construction of certain drainage facilities on its property adjacent to the RailTrail. The contractor shall comply with the conditions stipulated in the agreement and shall perform work in a manner which does not damage the existing facilities.

Full compensation for protection of existing railroad facilities and coordinating with the NCRA shall be considered as included in the various contract unit prices paid for the items of work and no additional compensation will be allowed.

13-10 CONSTRUCTION SITE MANAGEMENT- Bid Item 1

13-10.1 "General"

Attention is directed to Section 5 "Control of Work" of the Standard Specifications and these Special Provisions. Sections 5-1.01 "General", 5-1.02 "Contract Components", 5-1.03 "Engineer's Authority", 5-1.06 "Protests", 5-1.12 "Assignment", 5-1.13A "Subcontracting-General", 5-1.16 "Representative", 5-1.17 "Character of Workers", 5-1.20 "Coordination with Other Entities", 5-1.23 "Submittals", 5-1.27 "Records", 5-1.30 "Non-Compliant and Unauthorized Work", 5-1.31 "Job Site Appearance", 5-1.36 "Property and Facility Preservation" – A "General" and B "Landscape", 5-1.37 "Maintenance and Protection – A "General", 5-1.39 "Damage and Repair Restoration", A "General" and C- "Landscape Damage", 5-1.42 "Requests for Information", and 5-1.46 "Final Inspection and Contract Acceptance".

For the purposes of this contract, the words "Department" and "Engineer" in the sections cited mean the NCRA project representative.

Modify Section 5-1.23A "General" to require the Contract Number, Owner Name, and Contractor Name on each submittal.

Reference is made to Section 13-07.3 of the Special Provisions for time requirements for review of plans and submittals. That section over-rides the time requirements in Section 5-1.23 of the Standard Specifications. Three copies of each submittal is adequate for this contract.

Delete all but the first sentence in Section 5-1.27 "Change Order Bills" in the Standard Specifications.

Reach agreement with the Owner about how the documentation will be made to submit a Change Order Bill.

Use the Site Improvement Plans issued with this contract as a guide, recognizing that much of the work has already been done. Review the plans and these Special Provisions and the bid item list to determine the remaining work to be done.

Secure the site to prevent vandalism and unauthorized entry to the extent possible. Sheet 4 of the Site Improvement Plans, entitled "Construction Fence and Demolition Plan" may be used as a guide for fencing, but the contractor shall determine the final needs and location of fencing as the work progresses. Full compensation for complying with the above provisions shall be considered as included in the contract price for the bid item entitled "Construction Site Management" and no separate payment will be made.

13-10.2 Construction Area Signs – Bid Item 2

Construction Area Signs shall conform to Section 12-3.06 "Construction Area Signs" of the Standard Specifications and these Special Provisions.

Furnish, install, relocate as necessary, and maintain construction area signs. Furnish and install the following:

- a. "Road Closed" Signs at the end of Clay Street and at the intersection of Perkins Street and Courthouse Boulevard. (1 Each at each location).
- b. "Road Closed – 200 Feet" approximately 200 feet back from the Road Closed Sign on Clay Street.

Signs may be either stationary or portable, but must be maintained throughout the project life.

Payment will be made at the contract price per sign, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to install, relocate as necessary and maintain the signs as specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer.

13-10.3 Temporary Railing, Type K- Bid Item 3

Temporary Railing, Type K shall conform generally with Section 12-3.08A "General" and Section 12-3.08B "Materials" of the Standard Specifications and these Special Provisions. Delete Section 12-3.08A(2) "Submittals" and the first paragraph of Section 12-3.08B(1) "General". Painting the railing is not required.

Install "Temporary Railing, Type K" across the frontage of the intersection of Perkins Street and Courthouse Boulevard, at a distance of 11 feet back from the face of curb along Perkins Street, until acceptance of the project, to prevent unauthorized vehicles from entering the premises.

Move and replace the railing at the end of each working day, as necessary to complete the work as shown on the plans.

Payment will be made at the contract price per linear foot measured along the top of the railing installation in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work to install, relocate as necessary and maintain the temporary railing as specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer.

13-11 WATER POLLUTION CONTROL- Bid Items 5,6,7 and 83

A SWPPP, entitled "Storm Water Pollution Prevention Plan (SWPPP) for Mendocino County Courthouse Infrastructure Project Phases 1, 2 and 3; Ukiah California"; dated August 27, 2017 has been prepared and uploaded to the State Water Quality Control Board SMARTS website. The contractor shall assume responsibility for complying with and administering the SWPPP from the time the Notice to Proceed is issued until 30 days after the Notice of Completion is filed. The first step is to enter the name of a person responsible for assuring compliance with the SWPPP as a Duly Authorized Representative for the contractor. The Contractor is responsible to have a SWPPP plan prepared and signed by a qualified individual(QSD) and to review, monitor and report in order to fulfill the requirements contained in the SWPPP document and to fulfill the requirements of the Regional Water Quality Control Board with responsible oversight of the SWPPP.

Such incidentals, including, but not limited to constructing, maintaining, and removing construction area track-out control, sanitary waste management, concrete waste management and solid waste management are considered as included in the Bid Item 81, "SWPPP Management" and no additional compensation will be allowed.

Reference is made to Bid Items 4 through 7 of this contract, which are intended to provide a means for compensation for the work specified in the SWPPP or in these special provisions. No additional compensation will be allowed.

13-11.1 General

Water pollution control work shall conform to the requirements in these special provisions.

The Contractor shall become fully informed of, and comply with the applicable provisions of the SWPPP 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.

Unless arrangements for disturbance of areas outside the project limits are made by the NCRA and made part of the contract, it is expressly agreed that the NCRA assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be 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 this Section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the SWPPP 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 NCRA or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the NCRA may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications and Section 10-02 "Progress Estimates and Payment" of these special provisions.
- C. If the NCRA has retained funds and it is subsequently determined that the NCRA is not subject to the costs and liabilities in connection with the matter for which the retention was made, the NCRA shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention. Conformance with the requirements of this Section of "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.36 "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and Section 6-07 "Protection of Contractor's Work Property" of these special provisions..

13-11.2 SWPPP Implementation, Amendments And Updates

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been implemented by the Contractor. Implementation includes, but is not limited to, uploading the name of the Duly Authorized Representative onto the SMARTS system and providing documentation that it has been acknowledged by the Water Board, conducting at least one site meeting to discuss the implementation of the SWPPP with the contractor's lead persons and any subcontractor's lead persons who will be onsite, and providing documentation that the SWPPP document is onsite in a protected location where reference can easily be made to it.

If the Duly Authorized Representative is not a QSP responsible for implementing the review and documentation of Rain Event Action Plans (REAPS), a QSP shall be identified to the Engineer and shall attend the initial meeting.

The objectives of implementing the SWPPP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement and maintain water pollution control measures, hereafter referred to as control measures, to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

Implementation of the SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the SWPPP.

The Contractor shall consider the objectives and minimum requirements presented in the SWPPP for each of the above categories. When minimum requirements are listed for any category, the Contractor shall implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the SWPPP and shall implement additional control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in accordance with the procedure specified in the SWPPP.

Upon implementation of the SWPPP, the Contractor shall be responsible throughout the duration of the

project for installing, constructing, inspecting and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 8-1.06, "Suspensions" of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the SWPPP and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15 and April 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be no more than 0.5 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 30 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation.

The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the requirements to comply with the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, nonstorm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

13-11.3 Maintenance

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the SWPPP shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24 hour intervals during extended precipitation events; and

D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the Owner.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

The Engineer will retain an amount equal to 20 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this Section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this Section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this Section will be released for Payment on the next monthly estimate for partial Payment following the date that a SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

13-12 CONTROL OF WATER

A portion of Gibson Creek along Perkins Street lies within the project limits. Due to the nature of the work and the typical groundwater level conditions at the time this project is being performed, it is not anticipated that dewatering or fish relocation will be required prior to commencing work, and no work will be performed below Ordinary High Water.

Contractor shall comply with all conditions of the Streambed Alteration Permit issued by California Department of Fish and Wildlife and the 401 Certification issued by the Regional Water Quality Control Board.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

13-12.1 Dewatering of Construction Areas

It is possible that groundwater may be encountered within the deepest excavations. Therefore, in order to accomplish the planned excavations, it may be necessary to dewater excavations. The dewatering system must conform to State and Federal Regulations and provide positive measures to prevent pollution to the nearby watercourses.

The Contractor is required to comply with all additional conditions included within the necessary permits for this project. These include but are not limited to permits from the California Department of Fish and Wildlife and the Regional Water Quality Control Board.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

13-13 PERMANENT EROSION AND SEDIMENT CONTROL- Bid Items 31 & 32

Erosion control measures shall conform to Section 21 "Erosion Control" of the Standard Specifications, Section 13-11 "Water Pollution Control" of these special provisions and these special provisions.

Temporary erosion control shall include, but is not limited to, Items 31 and 32 of this contract.

Attention is directed to "Water Pollution Control" elsewhere in these special provisions.

Prior to October 15th, all disturbed areas on road embankment slopes and in staging areas and on permanent stockpiles of soil materials left onsite for future construction shall be hydroseeded with a two-step hydroseed method.

MATERIALS: Materials shall conform to Section 21-1.02, "Materials," of the Standard Specifications and the following:

- a. All disturbed areas to be treated shall be hydroseeded with a wood fiber mulch.

- b. The hydraulic matrix includes a mixture of 100% wood fiber and a tackifier as binder. Apply as a liquid slurry using a hydraulic application machine (i.e. hydroseeder) at the following minimum rates to achieve complete coverage of the target area: 3,000 pounds per acre of wood fiber mulch and 150 pounds per acre of m-binder tackifier (acrylic copolymer, guar, psyllium, etc.)
- c. Seed shall be of the following varieties and applied at the designated rates:
- | | |
|---|--------------|
| • Hordium vulgare (common barley) | 2 lbs./msf |
| • Dactylis glomerata "palestine" (palestine orchardgrass) | 1 lbs./msf |
| • Trifolium incarnatum (crimson clover) | 0.2 lbs./msf |
| • Lotus corniculatus (narrowleaf birdsfoot trefoil) | 0.1 lbs./msf |
- (msf = thousand square feet – 43.6 msf per acre)
- d. All legume seed shall be pellet-inoculated as provided in bulletin 42 "range-legume inoculation and nitrogen fixation by root nodule bacteria" of the university of california division of agricultural sciences. Legume seed shall be sown within 90 days of inoculation or shall be reinoculated prior to application.
- e. Fertilizer shall be commercial grade 16-20-0 ammonium phosphate applied at a rate of 300 pounds per acre (slope measurement).

Certain areas may be disturbed after October 15th for incidental maintenance or construction of minor parts of the project. In those areas, erosion control shall be accomplished by spreading seed and fertilizer with straw mulch by hand-applied methods.

- a. Seed shall be of the following varieties and applied at the designated rates:
- | | |
|-----------------------------------|-----------|
| • Hordium vulgare (common barley) | 2lbs./msf |
|-----------------------------------|-----------|
- (msf = thousand square feet)
- | | |
|---|--------------|
| • Dactylis glomerata "palestine" (palestine orchardgrass) | 1lb/msf |
| • Trifolium incarnatum (crimson clover) | 0.2 lbs./msf |
| • Lotus corniculatus (narrowleaf birdsfoot trefoil) | 0.1lbs./msf |
- b. All legume seed shall be pellet-inoculated as provided in bulletin 42 "range-legume inoculation and nitrogen fixation by root nodule bacteria" of the university of california division of agricultural sciences. Legume seed shall be sown within 90 days of inoculation or shall be reinoculated prior to application.
- c. Fertilizer shall be commercial grade 16-20-0 ammonium phosphate applied at a rate of 12 lbs./msf (slope measurement).
- d. Straw spread rate: three inches of loose straw mulch over all disturbed areas with a slope of 2h:1v or flatter.
- e. Straw material: certified clean straw or local native grass hay which is weed free.

Erosion and Sediment Control shall include but not be limited to furnishing and installing materials, maintaining the coverage of materials, and furnishing all labor, materials, fuel and equipment necessary to provide erosion and sediment control at the site as shown on the plans, specified herein, and as directed by the Engineer. Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

13-14 AIR QUALITY

An "Authorization to Construct" is required to be obtained from the Mendocino Air Quality Management District. It shall be the responsibility of the Contractor to obtain this permit from the Mendocino County Air

Quality Management District and comply with the provisions of the permit.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work in this contract, and no additional compensation will be allowed therefore.

13-15. TESTING AND QUALITY CONTROL

The Contractor shall be responsible for controlling the quality of the materials incorporated into the work and of the work performed, and he shall perform the necessary sampling and testing. Soil and aggregate sampling and testing shall be performed by an independent Geotechnical Engineering firm licensed to perform such tests. Most other required sampling and testing of materials shall be performed by an independent laboratory certified to perform the type of sampling and testing assigned to or requested of them. Some underground utilities will require inspection by City of Ukiah officials and witnessing of some testing, such as pressure testing water mains.

The Engineer shall be provided with one copy of the test report. Should any test result indicate a noncompliance with the requirements of the Contract Documents, the Contractor shall either perform a retest on the non-complying item of work or remove and reconstruct or rework the non-complying portion of work at no additional cost to the NCRA. Should a retest indicate non-compliance with the requirements of the Contract Documents, the non-complying item of work shall be removed, reconstructed or reworked at no additional cost to the NCRA. All reconstructed and reworked items of work shall be tested in the same manner as required for the initial work at no additional cost to the NCRA. Prior to any removal, reconstruction or rework of any work item already incorporated into the project, the Contractor shall first obtain the approval of the Engineer as to the Contractor's proposed methods for removal, reconstruction, or rework.

Relative Compaction (RC) as shown on the plans shall be in accordance to ASTM Test Method D-1557. The frequency of field testing shall be no less than that stated in the California Test 231.

Where testing is required to be performed by the Contractor, such as for pressure testing water main installation, full compensation for performing all testing, reporting, retesting, if required, and overall quality control shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

13-16. MOBILIZATION AND DEMOBILIZATION- Bid Item 81

Mobilization and Demobilization shall conform to Section 9-1.16D "Mobilization" of the Standard Specifications and these special provisions.

Mobilization shall include but not be limited to obtaining all permits; attendance at the Pre-Construction Conference; moving onto the site of all personnel, construction equipment, incidentals and supplies, temporary field office or storage structures, if required, coordinating and establishing all temporary utilities and services (water, power, lighting, communications, sanitary facilities, fencing, security) and all other construction facilities, as required for the proper planning, implementation, protection, and completion of the work; properly displaying all OSHA required notices and establishing safety programs, and submittal of all contract documents (signed contract, bonds, insurance, submittals, plans, schedule) required as conditions of issuing the Notice to Proceed

Demobilization includes but is not limited to final site cleanup, final adjustment to any erosion control measures to remain, removal of temporary signage and barricades, removal of all unused construction waste, demobilization of equipment from the site and submission of all project records and contract close out documents.

The lump sum price paid for Mobilization and Demobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization and demobilization as specified herein and as directed by the Engineer. The lump sum price to be paid for Mobilization and Demobilization shall not exceed 10% of the total contract amount until the first payment after contract acceptance. A total of 75% of the lump sum price allowed before contract acceptance shall be the allowance payable for Mobilization and 25% of the lump sum price allowed before contract acceptance shall be the allowance payable for Demobilization.

Payments for mobilization will be made as follows:

- A. When the monthly partial Payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the contract item price allotted for mobilization will be included in the estimate for payment.

B. When the monthly partial Payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the contract item price allotted for mobilization will be included in the estimate for payment.

C. After acceptance of the contract pursuant to Section 10-04, "Acceptance" of these special provisions, the amount, if any, of the contract item price for mobilization in excess of 10 percent of the original contract amount will be included for Payment in the first estimate made in conformance with the provisions in Section 10-05 of these special provisions.

13-17. TRAFFIC CONTROL AND SITE ACCESS

Attention is directed to Section 12 "Temporary Traffic Control," Section 7-1.03 "Public Convenience" and Section 7-1.04 "Public Safety" of the Standard Specifications and these Special Provisions.

Contractor activities in or adjacent to the public right of way will consist of construction and modifications of sidewalk and accessible ramps at the intersection of Hospital Drive, Perkins Street, and Courthouse Boulevard, at modifications to the RailTrail crossing at the east end of Clay Street, construction of the joint trench at each end of the project, construction of sidewalk and commercial driveway at the end of Clay Street, and construction of LID facilities in the east end of Clay Street. In addition, the construction will necessitate the delivery of equipment and materials over City streets to the site of the work.

13-17.1 Work Zone Traffic Control Plan

Prior to the start of work at the site, the Contractor shall furnish the Engineer and City Engineer with a Work Zone Traffic Control Plan. The Work Zone Traffic Control Plan shall detail construction staging and location and limits of the work zone, locations of excavations, plans for protection of the public from construction-related hazards, the proposed lane closure and delivery routes for materials to the job site, detour routes during road or lane closures at the private property access road at the east end of Clay Street, a pedestrian routing plan along the Perkins Street frontage and at the RailTrail, which demonstrates how pedestrians and bicyclists will be safely routed around the project work area, and a schedule of the necessary activities. During the contract period, the Contractor shall coordinate these activities daily with the City Engineer and make every effort to minimize the disruption of normal traffic and parking.

13-17.2 Encroachment Permits

Prior to work impacting any City Right-of-Way, Contractor shall secure an Encroachment Permit from the City of Ukiah.

13-17.3 Traffic Control Devices

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. In addition, attention is directed to Sections 7-1.03 "Public Convenience", 7-1.04 "Public Safety" and 12-3 "Traffic Handling Equipment and Devices" of the Standard Specifications, in so far as they may apply, and the following Special Provisions.

The provisions of Caltrans Standard Specifications Sections 7-1.03, 7-1.04 and Section 12-3 regarding signs and other traffic control devices are hereby revised to provide that all signs and other warning devices (including construction and warning signs placed beyond the limits of work), shall be provided by the Contractor, and shall remain his property after the completion of the contract. The applicable sections of Section 7-1.03 "Public Convenience" and Section 12-1.03 "Flagging Costs" are further revised to provide that all flaggers shall be provided by the Contractor at his expense. Flaggers shall be properly equipped and trained in accordance with "Flagging Instruction Handbook," published by Caltrans. The Contractor shall refer to the "California Manual of Uniform Traffic Control Devices – Chapter 6", which addresses Temporary Traffic Control, and the "Uniform Signs Chart," issued by the California Department of Transportation, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

Signs for traffic control system shall conform to the provisions under Section 12-3.06 "Construction Area Signs," in the Standard Specifications and Section 13-. The base material of construction area signs shall not be plywood.

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

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. All signs and warning devices, including warning signs placed beyond the limit of work, shall be provided by the Contractor and shall become his property after completion of the contract.

Where existing road signs are in conflict with the proposed work, the Contractor shall cover existing signs or relocate such signs to temporary locations as directed by the City Engineer.

13-17.4 Public Convenience

The segment of Clay Street from the center of the main rail line east to the end and along Courthouse Boulevard from the intersection of Clay Street to the back of sidewalk at Perkins Street may be closed off to all public traffic, including pedestrians and bicyclists, until acceptance of the project.

The Contractor must so conduct their operations so as to cause the least possible obstruction and inconvenience to public traffic along Perkins Street and at the east end of Clay Street as it exists before construction commences. Unless otherwise approved by the Engineer, all traffic must be permitted to pass through or around the Work at the east end of Clay Street. Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Engineer, no road closures will be permitted at the east end of Clay Street. Public vehicular and pedestrian traffic must be allowed to travel safely through or around the work area with a minimum of interruption or impedance unless otherwise provided for in the Technical Specifications or approved in writing by the Engineer. The Contractor must make provisions for the safe passage of pedestrians and bicyclists and private land owners who take access at the east end of Clay Street through the area of Work at all times. Work shall be accomplished in such a manner as to provide access to Clay Street and adjacent private properties to the greatest extent possible. Access to private property shall be maintained at all times. Maintaining one lane vehicular traffic as well as pedestrian access along Perkins Street, is desired as much as practical.

13-17.5 Preventing Unauthorized Access

Entrances to the project site shall be adequately barricaded and delineated to prevent the public and vehicles from entering the construction area during both day and night time conditions. It shall be the responsibility of the Contractor to maintain signs and barricades overnight and on weekends and until the completion of the contract.

13-17.6 Fencing

Construction area fencing shall be provided to prevent the public from entering the construction area. Temporary fences shall be furnished and constructed, maintained, and later removed. Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense. When no longer required for the work as determined by the Engineer, temporary fences shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the bid item entitled "Construction Site Management" and no additional payment will be made. Full compensation for complying with the provisions of Sections 13-17.1 through 13-17.6 shall be considered as included in the contract prices for the various bid items and no additional payment will be made.

13-17.7 Permanent Barricade- Bid Item 8

A permanent barricade shall be constructed at the end of the pavement on the Clay Street Improvements, located as shown on Sheet 6 of the Site Improvement Plans- Courthouse Infrastructure Project . The barricade shall be constructed in accordance with City of Ukiah Standard Drawing 130 and shall be 32 feet long.

Full compensation for furnishing and installing all of the materials specified above and on the City Standard Drawing shall be considered as included in the contract price for the bid item entitled "Furnish

and Install Permanent Barricade” and no additional payment will be made.

13-17.8 Environmentally Sensitive Area (ESA) Fencing – Bid Item 9

The area around the two planting areas for trees east of the bridge shall have each area protected by highly visible orange colored plastic fencing material at least 48 inches high. The fencing material shall be fastened to steel or wood fence posts no more than 8 feet apart. The fence shall be maintained until acceptance of the project and left in place.

The protected area shall be bordered by the top of bank on one side and the outside of the planting area on the others. The end nearest the bridge shall also be fenced. The end at the property line may utilize the existing fence as a barrier if it is intact and will prevent entry by people and animals.

Full compensation for furnishing, installing and maintaining all of the materials specified above shall be considered as included in the contract price for the bid item entitled “Temporary Fencing (ESA Type)” and no additional payment will be made.

13-17.9 Excavation for Fences and Sign Posts

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least three working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert – Northern California (USA)	1-800-227-2600 or 811

All excavations required to install construction area signs and fences shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Holes caused by the removal of temporary fences shall be backfilled in accordance with the provisions in the second paragraph of Section 5-1.36 “Property and Facility Preservation” of the Standard Specifications. Material used for backfill shall conform to Section 19 “Earthwork.”

Full compensation for complying with the above provisions shall be considered as included in the contract prices for the various bid items and no additional payment will be made.

13-18 UTILITY LOCATION AND IDENTIFICATION (POTHOLING)

The Contractor shall notify Underground Service Alert (USA) at least two working days prior to starting the excavation and demolition work. The Contractor shall consider the location of the utilities and other piping as shown on the plans to be approximate and shall determine the exact location and depth of the existing utilities (including service laterals not shown on the plans) and other piping by potholing subsequent to the utility identification performed pursuant to USA notification and prior to performing excavation and prior to removing the asphalt concrete pavement surface where called for.

Asphalt concrete pavement shall be sawcut prior to potholing except for those locations where the asphalt concrete pavement surface will be removed and replaced as specified in these Special Provisions. At the option of the Contractor, the sawcutting of the asphalt concrete pavement may be delayed until pavement surface restoration work over the pothole is commenced. If this option is selected, the Contractor shall make the initial pavement cut for the pothole with a jackhammer-cutting spade. No asphalt concrete pavement shall be removed unless it is cut to prevent the uplifting and damage to adjacent asphalt pavement that is to remain. Cutting with a jackhammer-cutting spade shall be made to the depth of the asphalt concrete surface (4”).

Excavation work related to potholing shall be performed with hand tools. The depth and extent of the excavation shall be continued until the pipe or conduit is located and identified.

Prior to any backfilling of the utility pothole, the Engineer shall have the opportunity to inspect and measure the depth of pipe or conduit. Upon approval of the Engineer, the pothole shall be backfilled with the excavated material and compacted in 6” lifts. The upper one-foot zone above the pipe or conduit shall be moisture conditioned and compacted to 90% of relative density and the remaining depth to the surface shall be moisture conditioned and compacted to 95% of relative density. A minimum of 1” of cold asphalt patching material shall be placed and tamped on the top surface of the pothole until the surface of the patch is level with or slightly higher than the surrounding asphalt surface. Class 2 aggregate base meeting the requirements of these Special Provisions shall be used when additional material is needed to

complete the pothole backfill. Permanent pavement surface restoration over the pothole shall be made in accordance with these Special provisions. The Contractor may at his option install traffic plates over the locations excavated to expose the storm drain at the proposed location of the LID facility drainage connections.

Full compensation for complying with the above provisions shall be considered as included in the contract prices for the various bid items and no additional payment will be made.

13-19 DEMOLITION OF EXISTING FACILITIES- Bid Item 10

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

THE DEMOLITION OF AN EXISTING BUILDING TO THE RIGHT BETWEEN ENGINEER'S STATION 8+50 AND ENGINEER'S STATION 9+10 WILL BE DONE BY OTHERS PRIOR TO STREET GRADING IN THIS AREA AND IS NOT INCLUDED IN THE WORK TO BE DONE UNDER THIS CONTRACT.

Existing curb, gutter and sidewalk is to be removed and replaced along the Perkins Street frontage.

Asphalt concrete pavement and existing aggregate base underlying the pavement is to be removed and replaced at the east end of Clay Street as it exists, and between the back of sidewalk along Perkins Street and the Gibson Creek Bridge.

Existing curb, gutter, and sidewalk, asphalt, signs, and other features, to complete the work specified on the plans shall be removed and disposed of in accordance with the provisions of Section 14-10 "Solid Waste Disposal and Recycling" of the Standard Specifications. Existing concrete removal shall conform to Section 15-3, "Concrete Removal," of the Standard Specifications. Concrete curb, gutter, sidewalk, and asphalt shall be sawcut and removed within existing joints as necessary. Contractor is responsible for cold milling existing asphalt concrete at all transitions and conforms shown on the plans and shall include cleaning existing pavement surface of loose and deleterious material immediately before cold milling, remove existing asphalt pavement to a depth of 1-1/2 inches or grades and/or cross sections indicate. The material removed shall be disposed of off-site in a lawful manner.

Full compensation for furnishing equipment and labor to complete demolition as specified above shall be considered as included in the contract price for the bid item entitled "Demolition of Existing Facilities" and no additional payment will be made.

13-20 CLEARING AND GRUBBING-Bid Item 11

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Clearing and grubbing shall include, but not be limited to, the removal from the areas of work all weeds, debris, concrete rubble, vegetation including roots and stumps as necessary to accommodate construction operations, or as directed by the Engineer. In addition, minor clearing of trash and debris may be necessary from the limits of work.

Add tree removals where trees are not designated to remain.

Areas to be graded should be stripped of the upper few inches of soil containing organic matter. Soil containing more than two percent by weight of organic matter should be considered organic. Actual stripping depth should be determined by the Geotechnical Engineer in the field at the time of stripping. The stripping shall be removed from the site, or if suitable, stockpile for re-use as topsoil in landscaping. The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, weeds and other debris, pruning of existing vegetation as specified herein and as directed by the Engineer.

13-20.1 Hand Excavation and Rearrangement of Tree Well – Bid Item 12

In order to install the curb returns and accessible ramps at the southeast corner of Perkins Street and Courthouse Boulevard, the perimeter of an existing handmade stone tree well must be adjusted. Work should proceed by determining the amount of space needed to construct the new concrete walk facilities, then carefully adjusting the stone work to conform to the planned back of walk. Perform the work in such a manner to prevent damage to the tree roots in the area of the tree well adjustment.

The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor,

materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, weeds and other debris, pruning of existing vegetation as specified herein and as directed by the Engineer.

13-20.2 Prune Existing Tree-Bid Item 26

One large limb of the pine tree in the tree well will protrude out into the traffic lane of the completed Courthouse Boulevard. Employ an arborist or tree trimming specialist to remove this limb to the limit recommended by the professional. Dispose of the materials from the tree trimming off site in a lawful manner.

The lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to perform the work as stated herein and shown on the plans including but not limited to removal and disposal of trash, concrete rubble, vegetation, trees, weeds and other debris, pruning of existing vegetation as specified herein and as directed by the Engineer.

13-21 TEMPORARY SHORING AND TRENCH SAFETY

Attention is directed to Section 7-1.02K(6)(a) "General", to Section 7-1.02K(6)(b) "Excavation Safety", and to Section 7-1.02K(6)(d) "Confined Space Safety" of the Standard Specifications and to these Special Provisions.

Attention is directed to Sheet 26 of the Site Improvement Plans for the Courthouse Infrastructure Project, which shows a tie-in of the 12 inch diameter ductile iron water pipe into the 12 inch diameter water main in Perkins Street. Refer also to Section 13-12.1 "Dewatering of Construction", to Section 13-XX "Water Mains", and to Section 13-YY "Joint Trench".

For trenches or excavations of depth five (5) feet or deeper, the Contractor shall obtain from the State Division of Industrial Safety a permit for such excavation; submit a copy of the permit to the Engineer, prior to initiating any work requiring said permit.

The stability of temporary cut slopes, such as those constructed during the installation of underground utilities and concrete structures, shall be the responsibility of the Contractor. Trench sheeting and boxing shall be withdrawn in such a manner as to prevent caving at the walls of excavations or damage to piping or other structures. No sheeting shall be left in the trench and no backfill shall be made against the sheeting before it is removed.

Full compensation for complying with the above provisions shall be considered as included in the contract prices for the various bid items and no additional payment will be made.

13-22 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions and is assumed to be conducted during dry weather months. If wet weather conditions are encountered, all earthwork activities shall be approved by the Engineer and shall be in strict compliance with wet weather construction requirements set forth in the SWPPP for this project.

13-22.1 Roadway Excavation- Bid Item 13

Roadway excavation consists of excavating soil and aggregate base from the conform area on East Clay Street and the intersection of Courthouse Boulevard with Perkins Street. The excavated soils will be acceptable to use as fill in the sidewalk and joint trench areas but must be tested if they are to be used under the street traffic structural section.

Full compensation for excavating and placement of excavated material as compacted fill, all in accordance with these special provisions, shall be considered as included in the price paid for roadway excavation, and no additional compensation will be allowed therefore.

13-22.2 Ditch Excavation- Bid Item 14 and Bid Item 4

Ditch excavation is to connect the LID features, shown on Sheet 14 of the plans in Attachment 1 to these special provisions, for proper drainage towards Clay Street. The ditch segments will be graded alongside the RailTrail in the NCRA right-of-way to serve as a drainage swale connecting the LID features. When the LID features overflow, drainage must flow towards Clay Street and eventually enter an overflow structure at Clay Street. The grade shall be uniform between the features and the swale shall be a

minimum of 3 feet wide and a maximum of 6 feet wide. Temporary check dams of fiber rolls or bagged rock, conforming to the standards in the Project SWPPP shall be installed at intervals in the ditches.

Full compensation for grading ditches to drain in accordance with these special provisions, shall be considered as included in the price paid for ditch excavation, and no additional compensation will be allowed therefore.

Full compensation for furnishing, installing, and maintaining temporary check dams in accordance with these special provisions, shall be considered as included in the price paid for temporary check dams, and no additional compensation will be allowed therefore.

13-22.3 Low Impact Design (LID) Feature Excavation – Bid Item 15

Excavation of the infiltration trenches beside the RailTrail and alongside Clay Street shall be done with care after requesting underground utility marking by USA. Soils from these excavations will be suitable to use as fill in the sidewalk and joint trench areas.

Full compensation for excavating and placement of excavated material as compacted fill, all in accordance with these special provisions, shall be considered as included in the price paid for LID feature excavation near the RailTrail, and no additional compensation will be allowed therefore.

Excavation of soils for the LID Features in the median of Courthouse Boulevard and in the sidewalk areas on Clay Street east of Engineer's Station 8+00 is not included in this bid item, but are a part of Bid Items 21 and 25.

13-22.4 Imported Embankment – Bid Item 16

All fill materials should be free of perishable matter and rocks or lumps over 3 inches in diameter, and must be approved by the Geotechnical Engineer prior to use. At a minimum, the soils shall have an Expansion Index of less than 50 and a Sand Equivalent greater than 20. Embankment soils under the paved vehicle lanes and shoulders shall have a minimum R-Value of 25, and shall be compacted in accordance with Section 19-5 "Compaction" of the Standard Specifications, including the requirement for 95% within 30 inches of finished grade.

All embankment (including fill slopes, sidewalk areas and joint trench areas) within 150 feet on either side of the bridge shall be compacted to a minimum compaction of 95% relative compaction.

Full compensation for preparation of the existing surface to receive fill, importing the specified embankment material and placement of the material as compacted fill, all in accordance with these special provisions, shall be considered as included in the price paid for imported embankment, and no additional compensation will be allowed therefore.

13-22.5 Approved Native Fill

Material excavated onsite, at the discretion of the Geotechnical Engineer, may be suitable for reuse as fill and shall be approved by the Geotechnical Engineer prior to reuse. The suitability of on-site soils for use as fill should be verified during grading and should be free of organic matter, have a low expansion potential, and conform in general to the following requirements:

SIEVE SIZE	PERCENT PASSING (By Dry Weight)
4 inch	100
3 inch	90 - 100
No. 200	10 - 60
Sand Equivalent – 20 Minimum Plasticity Index – 15 Percent Maximum R-value – 25 Minimum (pavement areas only)	

Full compensation for placing approved native fill or import fill, compacting, and overall quality control shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

13-22.6 Preparation of Existing Surface to Receive Fill

In all areas beyond the conform at Clay Street and intersection area at Perkins Street mentioned above, the entire existing surface to receive embankment or aggregate base to bring it to grade shall be scarified and moisture conditioned to a depth of 3 to 6 inches (depending on effort to rip the surface) in preparation of the existing surface prior to placement of additional fill materials.

13-22.7 Disposal of Excavated Materials Off-Site

The Owner of the property easterly of, and adjacent to the edge of Courthouse Boulevard will accept clean excess excavated materials which are not contaminated. The excess materials may be stockpiled neatly on areas of the property approved in writing by the Owner's Representative.

Full compensation for preparation of the existing surface to receive fill, for placing approved native fill or import fill, for compacting fill within the project limits, for disposing of any excess soil materials off-site on property of the Owner, and for overall quality control shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

13-22.8 Disposal of Excavated Contaminated Materials Off-Site

The Contractor shall follow the procedures in the approved Soil and Groundwater Management Plan, found in Attachment 3 to these special provisions. It is not anticipated that soils with contamination levels exceeding the limits for allowing the soils to be used on site will be found. If they are, the Contractor shall immediately notify the Owner's Representative for instructions of how to proceed. The Owner shall have the option to retain a specialty firm to haul the materials to a recognized disposal site, or to negotiate a Change Order with the Contractor for this project.

13-22.9 Prepare Subgrade- Bid Item 17

The roadway prism, from toes of slopes and from back of future sidewalk or joint trench easement areas to the roadway centerline, shall be finished in conformance with the applicable requirements of Section 22 "Finishing Roadway" of the Standard Specifications. The subgrade to receive aggregate base, both in the roadway areas and in the sidewalk areas, shall be prepared in conformance with the applicable requirements of Section 22 "Finishing Roadway" and Section 26 "Aggregate Bases" of the Standard Specifications.

Full compensation for finish grading the entire roadway prism, including future sidewalk areas and joint trench easement areas, and for preparation of the finished subgrade to accept the aggregate base layer shall be considered as included in the price paid for prepare subgrade and no additional compensation will be allowed therefore.

13-22.10 Structure Backfill (Bridge) – Bid Item 18

Structure Backfill (Bridge) shall be Class 2 Aggregate Base. The area to be backfilled is adjacent to the outside of the bridge abutments and wingwalls. It is anticipated that worker-operated hand compactors will be required to compact the materials immediately adjacent to the concrete structures as the

aggregate base is brought to the finished subgrade level in preparation for placing hot mix asphalt pavement. The minimum relative compaction for structure backfill (bridge) is 95%.

Full compensation for placing structure backfill (bridge), compacting, and overall quality control shall be considered as included in the price paid for structure backfill (bridge) and no additional compensation will be allowed.

13-22.10 Low Impact Design (LID) Backfill _ Bid Items 19-24

The backfill of LID features shall consist of the various materials described below:

- a. Bid Item 19 - Geotextile Stabilization Fabric shall consist of Mirafi 140N or approved equivalent and is to be placed in the features alongside the RailTrail or at the east end of Clay Street. Reference is made to Sheets 14 and 15 of Attachment 1 to these special provisions.
- b. Bid Item 20 - 20 mil plastic moisture barrier is to be placed in the LID features east of Engineer's Station 8+00 on Clay Street and in the median strip of Courthouse Boulevard, as shown in the sections in Attachment 8 to these special provisions.
- c. Bid Item 21 - Bioretention Structural Soil is to conform to the specifications found in the publication entitled "Storm Water Low Impact Development Technical Design Manual", published by the City of Santa Rosa and the County of Sonoma, August, 2011. The structural soil material (known as Soiland Structural Soil) is available from Soiland Co. in Sonoma County; contact Brett Wilmes at 707-207-1306; bwilmes@soilandrocks.com. NOTE THAT THE MATERIAL REQUIRES A LEAD TIME FOR DELIVERY AND MUST BE DELIVERED AND INSTALLED IN PLACE WITHIN A SPECIFIED TIME IN ORDER TO QUALIFY AS STRUCTURAL SOIL.

CONTRACTOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FROM THE SUPPLIER OF THIS MATERIAL, TOGETHER WITH TIME LIMITS FOR PLACEMENT, FOR APPROVAL BY THE ENGINEER PRIOR TO DELIVERY OF THE MATERIAL ONSITE.

NOTE THAT FULL COMPENSATION FOR EXCAVATION OF BIORETENTION SWALE 1 AND BIORETENTION SWALE 2 IS INCLUDED IN THE PRICE PAID FOR BID ITEM 21, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFORE.

- d. Bid Item 22 – Lava Rock Backfill is 1 ½ inch, minus, screened lava rock, with no more than 4% passing the No. 4 sieve, available at Clearlake Lava. Submit a description of the material with a gradation for approval by the Engineer prior to delivery of the materials.
- e. Bid Item 23 – 3 inch minus crushed stone shall be durable crushed rock with no more than 2% passing the No. 4 sieve. Submit a description of the material with a gradation for approval by the Engineer prior to delivery of the materials.
- f. Bid Item 24 – ¾ inch to 1 ½ inch crushed stone shall be durable crushed rock with no more than 2% passing the No. 4 sieve. Submit a description of the material with a gradation for approval by the Engineer prior to delivery of the materials.

The bottoms of all excavations shall be level before placement of the materials in them.

For Bioretention Swale 1 and Bioretention Swale 2, the dimensions shown on the drawings in Attachment 8 shall generally be followed, except that the width of the structural soil in Bioretention Swale 2 shall be 5.90 feet in lieu of 5.33 feet shown on the drawing in Attachment 8. The structural soil shall have its bottom elevation set by taking the lowest point in the center of each of the two swales and setting the elevation 4 feet below that point. The depth of structural soil shall be 3 feet; the difference in elevation from the finished grade of the center of each swale down to the top of the structural soil shall be made up by thickening the layer of landscape soil mix in the median.

Full compensation for excavating the trenches to receive structural soil, furnishing and installing the various materials specified to the lines and grades shown on the plans in Attachment 1 and Attachment 8 to these special provisions, providing necessary submittals, handling and compacting materials as

specified, and overall quality control shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

13-23 LANDSCAPING- BID ITEMS 25-30 AND 84

13-23.1 – General

Landscaping shall conform to the provisions in Section 20, "Landscape" of the Standard Specifications, these special provisions, and as shown on the plans found in Attachment 5. Refer to Section 13-37 "Mitigation Plan Implementation" for additional landscape requirements. The use of a Specialty Subcontractor for the work specified in Section 13-36 is mandatory. Cooperation between the Contractor and the Specialty Contractor must be done in order to complete the work satisfactorily.

Reference is made to Section 13-13 "Permanent Erosion and Sediment Control" of these Special Provisions. The work required by this section shall be done as early in the fall as possible, after finish grading of roadway slopes is complete to the satisfaction of the Owner.

Landscaping of the median areas in Courthouse Boulevard shall be applied after the curb and gutter is complete and accepted by the Owner around the median areas.

Before beginning any work, Contractor shall guarantee protection of any existing plants that are to remain on the site and as designated by the Owner or as shown on the plans. In the field, identify "critical root zones" of trees and shrubs to be retained. Use of temporary protective fencing or other methods to clearly mark vegetation to be protected and retained is required. The area alongside Gibson Creek is one area with vegetation to be protected. The other areas are those with mature trees outside the roadway prism near the connection to Clay Street.

Trees, plants, groundcover, and grass to be removed will be clearly marked in the field by the Contractor, and approved as such by the Engineer prior to work. All materials so marked will be hauled from the site and disposed of in a proper location, except for material to remain onsite as directed by the Engineer.

13-23.2 Landscape Soil Mix – Median-Bid Item 25

The landscape soil mix material for placement in the median bioswale of Courthouse Boulevard shall contain a mixture of mulch, sand and soil, approved by the Engineer prior to delivery. A to Z Corporation at 4300 North State Street, Ukiah (Telephone 707-485-9650) has produced an acceptable landscape soil mix. An acceptable ratio of constituents is 25% sand, 25% mulch from Cold Creek Compost Facility near Potter Valley, and 50% soil from stockpiles at the A to Z corporation yard.

Full compensation for furnishing and placing the approved landscape soil mix to the specified lines and grades in the median bioswale of Courthouse Boulevard shall be considered as included in the price paid for landscape soil mix, median, and no additional compensation will be allowed therefore.

13-23.3 Plant (Group B)- Bid Item 27

The work includes furnishing and planting shrubs and groundcover plants of the following species in the Courthouse Boulevard Median:

- 8 Each - *Kniphofia uvaria* (Red Hot Poker) – 1 gallon container
- 25 Each – *Sisyrinchium bellum* (blue eyed grass) – 4" size
- 25 Each – *Iris s. variagata* (variegated iris)- 1 gallon container
- 15 Each – *Ceanothus gloriosus*

The southern median area, approximately 307 feet long, is referred to as "Median 1". The northerly median area, approximately 173 feet long is referred to as "Median 2". The contractor shall provide a schematic drawing to the Owner's representative with the proposed location of the shrubs, groundcover plants and trees for approval prior to planting any plants. In general the plants shall be spaced to provide a variety of colors along the length of the medians. Space the plants to allow the low point in the median to remain open for the passage of water when sustained rainy periods occur.

Full compensation for furnishing and planting shrubs and groundcovers in the approved locations in the median bioswale of Courthouse Boulevard shall be considered as included in the lump sum price paid for Plant (Group B), and no additional compensation will be allowed therefore.

13-23.4 Plant (Group H)-Bid Item 28

The work includes furnishing and planting 13 street trees, all of 5 gallon size. Plant 8 trees in Median 1 and 5 trees in Median 2. The trees will be planted in substantial compliance with the details in Attachment 5, Pages 18 and 19 to these Special Provisions. Tree species shall include three Valley Oak (*Quercus lobata*) planting two in Median 1 and one in Median 2. Plant 5 each of Western Redbud (*Cercis occidentalis*), three in Median 1 and two in Median 2. Contractor shall select the other five trees from the City of Ukiah Street Tree list, with a maximum of two different species. Submit the proposed tree species and their position, including the Valley Oaks and Western Redbuds to the Owner's representative for approval before planting.

Full compensation for furnishing and planting trees in the approved locations in the median bioswale of Courthouse Boulevard shall be considered as included in the lump sum price paid for Plant (Group H), and no additional compensation will be allowed therefore.

13-23.5 Irrigation System (Median- Courthouse Boulevard) – Bid Item 29

The irrigation system (median-Courthouse Boulevard) shall include furnishing and installing connections to one water main and one domestic service lateral with a standard irrigation meter installation as shown in City of Ukiah Standard Drawing No. 301. Install one 2" service saddle on the PVC domestic service lateral near Engineer's Station 4+50, approximately 27 feet left of centerline. Install the other 2" service saddle on the ductile iron main near Engineer's Station 6+60, approximately 27 feet left of centerline.

Extend the service lateral to the location selected for the meter box and reduce the line size to accommodate a 1 ½ inch water meter. Set the meter box and fittings in such a condition that City Forces can install the water meter in each of the two service boxes without adjusting grades or major maneuvering of the piping. Piping from the service saddle to the angle meter stop shall be Westflex PE 3408 C.T.S. Furnish and install a brass customer valve, 1 ½ inches, followed by a few feet of 1 ½ inch PVC, Schedule 40 or Westflex PE. Furnish and install a City of Ukiah approved backflow preventer on the customer side of the meter box. Expand back up to 2 inch diameter piping to cross Courthouse Boulevard at both sites. Extend the 2 inch piping through a four inch diameter PVC or Steel chase. Cap the 2 inch piping to withstand full pressure at a location four to 6 inches outside the end of the chase and cap the chase, with the irrigation piping extended through it, to maintain it free of dirt and debris. Minimum cover of the chase under the street section is to be 18 inches to the top of it. The chase shall be terminated approximately one foot inside each side of the median island curbs and approximately four feet beyond the back of the outside street curb. It is intended that two lengths of 4 inch pipe, 20 feet long, will be adequate for each of the two chases. Backfill the trench across the roadway with Class 2 aggregate base, compacted to 95% relative compaction.

The length of 2" piping to extend across Courthouse Boulevard is approximately 80 linear feet at Median 1 and approximately 70 feet at Median 2.

Within the median area, install a 2" by 2" by 1" tee to allow for 1" distribution piping to be installed north and south in the median. The length required in Median 1 is approximately 260 linear feet. The length required in Median 2 is approximately 140 feet.

The irrigation system will include a lockable utility box to house the pressure regulator, controller, and filter. The pressure regulator shall provide a working pressure between 15 and 30 psi. The controller shall be battery operated and provide an operational schedule specified proposed by the Contractor and approved by the Engineer prior to installation. The filter shall be screen mesh of 155 or above. The PVC or PE irrigation mains shall be installed two feet off the center of the median strip to provide irrigation to each landscaped area. At various points along the length of the mains, a gate valve will allow for the connection to a polytube pipe system. A polytube irrigation system fitted with drip emitters shall be installed in order to water plants in the median strips. The polytube shall be ½" diameter and at adequate

grade for drip irrigation to function properly. Use ½" elbow where needed and extend poly tubing to all plants. After tubing is installed but before emitters are installed, flush all lines by operating system at full pressure until all debris is removed. Add drip emitters to the poly tubing so that 3 emitters supply water to each plant. Space drip emitters evenly around the plant and at a distance of at least six inches from the base of the plant. Secure the poly tubing to the ground by using large landscape staples. Run equipment test to ensure correct function of the system. Drip emitters shall be checked to determine that they function according to manufacturer's data. Replace any equipment not functioning as specified with similar equipment that does function properly. Set system to run for 1 hour, twice a week between May 1 and October 15 during the first year or as directed by the Engineer.

Full compensation for furnishing and installing the complete irrigation system in the approved locations in the median bioswale of Courthouse Boulevard, coordinating with the City of Ukiah to have irrigation water meters installed and backflow preventers approved, shall be considered as included in the lump sum price paid for Irrigation System (median, Courthouse Boulevard), and no additional compensation will be allowed therefore.

13-23.6 Irrigation System (Mitigation Area) – Bid Item 30

Reference is made to Section 13-36 "Mitigation Plan Implementation) of these Special Provisions. The intent of Bid Item 30 is to extend irrigation piping to areas close to specialty landscape work for use in those areas.

The irrigation system (Mitigation Area) shall include furnishing and installing connections to irrigation lines which have been installed for other areas. To irrigate the riparian trees on the south bank of Gibson Creek and the willow plantings at the southeast corner of the bridge, an irrigation stub will be extended from a tee in the line serving Median 2. A 1" PVC or PE line shall be installed with a minimum of 12 inches of cover in a trench approximately 20 feet from the top of the south bank of Gibson Creek. The line will be terminated with a 1" plastic ball valve in a plastic valve box. The distance from the tee connection to the end is 140 linear feet. A tee shall be installed near the end of the southeast wingwall and a second stub extended approximately 10 feet and terminated with a 1" plastic ball valve in a plastic valve box to facilitate irrigation of willow plantings at the southeast wingwall. The line will be tested for leakage with the valve closed before it is accepted.

To irrigate the riparian trees on the north bank of Gibson Creek and the willow plantings at the northwest corner and at the southwest corner of the bridge, an irrigation stub will be extended from an existing irrigation water meter near the back of sidewalk on Perkins Street approximately 100 feet west of the intersection with Courthouse Boulevard. Coordinate the work with City of Ukiah personnel to enable a hookup to this meter. Assume that a backflow preventer is already serving this source. Cut in a tee or make other fittings work in order to furnish and install a 1" Schedule 40 PVC or 3408 PE pipe line along the edge of the paved "pocket park" and top of bank of Gibson Creek to the Gibson Creek Bridge on Courthouse Boulevard. Depth of cover shall be a minimum of 12 inches.

At the bridge, furnish and install a 3" by 100 foot long PVC or steel chase across the north end of the bridge, a minimum of 24 inches below finished roadway surface. Continue the 1" pipe through the chase and terminate it five feet beyond the end of the northeast wingwall with a 1" plastic ball valve in a plastic valve box. A tee shall be installed near the end of the northwest wingwall and a second stub extended approximately 5 feet and terminated with a 1" plastic ball valve in a plastic valve box to facilitate irrigation of willow plantings at the northwest wingwall.

Full compensation for furnishing and installing the complete irrigation system in the approved locations to serve the mitigation areas, coordinating with the City of Ukiah to have irrigation water service and backflow preventers approved, shall be considered as included in the lump sum price paid for Irrigation System (Mitigation Area), and no additional compensation will be allowed therefore.

13-23.7 Maintenance and Warranty Period

The Contractor shall warranty all planting under this Section 13-23, including vegetation to be protected

and retained, for a period of four months after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond Contractors control.

Plants and other plantings, including vegetation to be protected and retained, found to be dead or in an unhealthy condition during the warranty period as described above, will be removed and replaced. Plants used for replacement must be of the same kind and size as originally specified or as approved by the Engineer. All replacement of plants shall be at the sole expense of the Contractor.

The maintenance period for work under this section begins immediately after planting and extends for the duration of the warranty period and until final acceptance by the Engineer. Maintenance includes maintaining the irrigation system, resetting or straightening shrubs, replacing mulch, and any other measures necessary to keep plants thriving and healthy.

Periodic inspection will occur throughout the project period, and final inspection and acceptance will occur at the end of the warranty period if all terms and conditions as set forth in these Specifications and Plans have been successfully achieved. Where inspected landscape work does not comply with requirements as set forth herein, rejected work will be replaced as specified.

Each landscaping bid item shall be measured and paid on a lump sum basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in the placement of plants at the densities shown on the approved Contractor-supplied schematic drawings, coordinating with the City of Ukiah to have water meters installed, finished grading to achieve the appropriate grades of the vegetated bioswales, placement of top soil, installation of the irrigation system including testing, disinfections and installing utility boxes, and maintaining the facilities under warranty, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

13-24 CLASS 2 AGGREGATE BASE- Bid Item 33 AND Bid Item 34

Aggregate base shall be Class 2 Aggregate Base and shall conform to the provisions of Section 26-1.02B "Class 2 Aggregate Base" of the Standard Specifications for ¾ inch maximum sized aggregate and these Special Provisions. Aggregate base shall be placed, moisture conditioned, graded, and compacted to the grade or limits shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and compacting aggregate base in place in the roadway and in the future sidewalk areas, complete in place, as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, shall be considered as included in the prices paid for Class 2 Aggregate Base, Roadway and for Class 2 Aggregate Base, Sidewalk Area, and no additional compensation will be allowed, except the payment for tonnage in this bid item is a final pay quantity.

13-25 HOT MIX ASPHALT-Bid Items 35 and 37

Hot Mix Asphalt (HMA) surfacing is to be furnished and placed over the entire length of the project as shown on the plans in Attachment 1 to these Special Provisions for Clay Street Extension and Courthouse Boulevard, and as specified in these Special Provisions. In addition, a small area over an infiltration trench in Clay Street is to be surfaced with HMA.

The HMA will be placed in two lifts, with a total thickness of 0.4 feet. The lifts shall not exceed 0.25 feet in thickness, nor be less than 0.15 feet in thickness. The Owner has the option of performing compaction testing at its expense, but in general, the HMA will be placed under a "methods" specifications. The HMA construction process will be a "Method" Process.

13-25.1 General

HMA shall be provided in accordance with the Standard HMA construction process and conform to the Caltrans Section 39 "Hot Mix Asphalt" of the 2010 Standard Specifications and as detailed in these special provisions. Only those methods of construction and quality assurance/quality control specified herein apply.

13-25.2 Quality Control Plan

The Contractor shall establish, implement and maintain a Quality Control Plan (QCP) to ensure materials and work comply with the specifications and the corrective actions required to control the quality of work. The QCP shall comply with these special provisions and Section 39-2.02 "Contractor Quality Control" of the Standard Specifications. The Contractor shall not begin hot mix asphalt production or placement without written approval from the Engineer of the QCP and an approved JMF. Approval of the QCP and JMF by the Engineer does not relieve the contractor of responsibility for quality control or work methods.

Contractor shall attend a pre-paving conference with the Engineer to discuss methods of performing the production and paving work and how quality control will be performed throughout.

Qualifications of workers: Provide sufficient skilled workers and supervisors who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

Codes and standards: Wherever a test method is referenced in this section, it shall be made in accordance with the most current test method in use by Caltrans in the State Standard Specifications.

13-25.3 Submittals

The Contractor shall provide the Engineer with the following information a minimum of 10 days prior to commencing the Work:

1. Hot mix asphalt job mix formula (JMF) in accordance with Caltrans Standard Specifications.
 - a. Proposed JMF on Form CEM-3511: Include percentage of reclaimed asphalt pavement (RAP)
 - b. Mix design documentation, data and aggregate quality on Form CEM-3512 dated within 12 months of submittal.
 - c. JMF verification on Form CEM-3513, if applicable
 - d. JMF renewal on Form CEM-3514, if applicable
 - e. Materials Safety Data Sheets (MSDS) for:
 - i. Asphalt binder
 - ii. Supplemental fine aggregate except fines from dust collectors
 - iii. Antistrip additives
2. Written confirmation from the supplier that the JMF to be supplied meets all specified requirements.

Tack Coat: The Contractor shall choose the type and grade of asphaltic emulsion tack coat. Submit this information as part of the QCP.

13-25.4 Engineer's Acceptance

Quality control sampling and acceptance testing will be performed by the Owner. The Owner reserves the right to perform acceptance testing at frequencies that differ from those specified in the Standard Specifications.

A minimum of one sample for Rice Specific Gravity may be taken each day at the plant during placement of HMA. The Rice Specific Gravity test will be in accordance with ASTM D 2041. Any changes to the JMF requested by the Engineer shall be implemented by the Contractor or a new JMF resubmitted for approval prior to continuing work.

In place density tests per CT 375 Nuclear Gage field test may be performed at the Owner's expense during HMA operations to verify compaction requirements per Standard Specifications. The frequency of testing may be in accordance with CT 375.

Should any test fail to meet density requirements, the Owner may take density core samples to verify density results and pavement thickness. Contractor shall be responsible for patching the cores with hot mix asphalt at no additional expense to the Owner.

13-25.5 Products

Tack Coat shall be selected by the Contractor, conforming to the provisions of Sections 39 "Hot Mix Asphalt", and 94 "Asphaltic Emulsions", of the Standard Specifications and shall be used between layers of each lift of HMA, and on the face of gutter pans and construction joints.

Asphalt binder shall be Grade PG 64-16, conforming to the provisions of Sections 39 "Hot Mix Asphalt", and 92 "Asphalts", of the Standard Specifications.

Aggregate shall be clean and free from deleterious substances and shall meet the gradation and quality for 1/2-inch HMA Type A. Hot Mix Asphalt shall be 1/2-inch HMA Type A and conform to the latest provisions of Section 39 of the Standard Specifications. The initial course may be placed with 3/4-inch HMA Type A with concurrence of Engineer.

HMA batch plant shall be Caltrans-qualified under the Caltrans Materials Plant Quality Program of the Standard Specifications.

Reclaimed asphalt pavement shall be acceptable in accordance with the Standard Specifications not exceeding 15.0 percent of the aggregate blend.

13-25.6 Construction

During the entire construction period, the Contractor shall take care to protect existing pavement and concrete surfaces. Surfaces scarred by cleanup or equipment shall be repaired in a manner satisfactory to the Engineer. Any and all damage caused by the Contractor's operations to existing roads and streets shall be repaired by the Contractor to at least the original condition and to the satisfaction of the Engineer, at no additional cost to the Owner.

If pavement is damaged (excessive loading, grouser marking, scarring/scraping of pavement, etc.) outside the limits of the work, a full lane width grinding and overlay will be required as directed by the Engineer at no additional compensation to the Contractor.

Ensure the area is clean and dry. All material accumulations which would interfere with the adhesion of the tack coat or with the placing and performance of the HMA shall be removed, including dust, loose aggregate, soil, leaves, and pieces or lumps of other foreign material deposited on the surface.

A tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and to vertical surfaces of curbs, gutters and construction joints at the minimum residual rates specified in Section 39-1.09C "Tack Coat" of the Standard Specifications. Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

HMA surfacing shall conform to the provisions of Section 39 of the Standard Specifications. Placing HMA shall be done under suitable weather conditions for such operations. Rain, snow or other inclement weather will be cause for discontinuing paving Work. The Engineer shall have the authority for determining whether weather conditions are sufficient cause to postpone work.

Spreading and compacting shall be performed in accordance with Section 39-1.10 "Spreading and Compacting Equipment" and Section 39-1.11 "Transporting, Spreading and Compacting" of the Standard Specifications and these special provisions.

HMA may be transferred from the trucks into the hopper of the paving machine by means of a shoulder machine equipped with a conveyor belt. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and, therefore, shall not produce rutting or pumping of the existing roadway surface or newly placed HMA at any time. No trucks or other rubber tired construction equipment are allowed on the subgrade at any time except when proofrolling in the presence of the Engineer. No trucks or other rubber tired construction equipment are allowed on newly placed HMA until the day after the HMA is placed.

Longitudinal joints in the top layer must match the centerline of the street. Longitudinal joints in lower HMA layers shall be offset at least 0.5 feet from each side of the longitudinal joint in the top layer.

Compaction shall be performed with a steel-tired tandem roller weighing not less than 8 tons and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent

displacement. The first coverage shall be completed before the temperature of the mixture drops below 250° F., unless a lower temperature is directed by the Engineer.

Finish rolling shall be completed before pavement surface temperature is below 150 degrees F.

If a vibratory roller is used as a finish roller, turn the vibrator off.

Traffic shall not be allowed on HMA until mid-depth temperature is below 160 degrees F and the pavement surface temperature is below 140 degrees F.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities. Smoothness shall be measured using a straightedge in conformance with Section 39-1.12B "Straightedge" of the Standard Specifications.

13-25.7 Measurement and Payment

Hot Mix Asphalt shall be measured and paid for at the unit price per ton as verified by certified weigh tickets delivered to and signed by the Engineer or Inspector on site. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and all work, including but not limited to, grinding and saw-cutting edges of transition areas, furnishing and placing HMA, HMA overlay, tack coat, proof rolling, compaction, and other incidentals as shown on the Plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer and no additional compensation will be allowed. The weight certificates are required for record keeping purposes and not for payment purposes, unless the dimensions shown on the plans are changed. Then the unit price per ton shall establish the value of the extra work and the payment for extra work shall be the difference between the final pay quantity and the total quantity of HMA used.

Hot Mix Asphalt Pavement quantity shall be considered a **final pay (F) item** as described in Section 9-1.02C "Final Pay Item Quantities" of the Standard Specifications.

13-26 RAILTRAIL REALIGNMENT AT CLAY STREET – BID ITEM 36

The work consists of realigning approximately 120 linear feet of railtrail in two segments north and south of Clay Street. The work to be done is shown on Sheet 6 and Sheet 14 of Attachment 1 of these Special Provisions.

Contractor shall lay out a proposed realignment of these two segments and shall allow two working days for review and approval by the Project Engineer and the City of Ukiah. After approval of the layout, the work shall commence with saw-cutting the point of conform on the north side of Clay Street and removal of all pavement in the areas to be realigned. Existing aggregate base may be used where it coincides under the new alignments. Wherever aggregate base does not exist, Contractor shall furnish and compact a layer of class 2 aggregate base 0.67 feet thick. The new alignment shall be paved with a minimum thickness of 0.25 feet of HMA, all in one layer.

Materials shall conform to the specifications in Section 13-24 "Class 2 Aggregate Base" and Section 13-25 "Hot Mix Asphalt" of these Special Provisions.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and all work, including but not limited to, grinding and saw-cutting edges of transition areas, furnishing and placing Class 2 Aggregate Base, furnishing and placing HMA, tack coat, compaction, and other incidentals as shown on the Plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer and no additional compensation will be allowed.

13-27 BRIDGE RAILINGS – BID ITEMS 38 AND 39

The work consists of furnishing and installing pedestrian railing at the edges of both sidewalks across the bridge. Cable railings are to be furnished and installed on the four wingwall attached to the bridge. Refer to Sheets 10, 11, and 12 of Attachment 1 to these Special Provisions for the plans for the bridge pedestrian railings. Refer to details in Attachment 11 for the layout and elevation of the cable railings and for the fabrication and attachment of the bridge railings to the sidewalks.

13-27.1 General

All steel in the bridge railings and posts for the cable railings is to be A36 mild steel. Cable is to be ¼ inch galvanized cable, inserted through drilled holes and anchored and stretched tight, as shown in Standard Plan B11-47.

13-27.2 Layout and Pre-Assembly

Prepare to do the work by laying out and marking the location of each of the pedestrian railing posts to confirm that they fit between the concrete pillars as shown on the plans. Bring any discrepancies to the attention of the Owner's representative immediately so that the discrepancy can be resolved. Lay out the location of the four end posts of the cable railing and mark their location. Obtain approval of each location from the Owner's representative.

13-27.3 Painting

Prior to installing posts on the wingwalls and railing panels on the sidewalk, grind all welds smooth and prepare steel to receive powder coat finish. Choose a color and submit it for approval to the Owner at least one week in advance of the application of the powder coat to allow the Owner to coordinate approval with the City of Ukiah. Provide the name and address of the shop which is proposed to apply the coating. Apply powder coat in a commercial establishment with the proper equipment and with the required safety procedures.

13-27.4 Assembly

Anchor bolts were cast into the wingwalls to anchor the cable railing posts, except near the concrete pillars on the bridge. At the four locations of the concrete pillars, drill and epoxy 5/8 inch by 10 inch A325 studs to anchor the posts in the locations approved. Assemble the cable railings as shown on the sketch details in Attachment 11 and in general conformance with the details in Caltrans Standard Plan 11-47, also found in Attachment 11 of these Special Provisions, except that no truss rods or diagonal pipe bracing are required.

The pedestrian railing requires drilling and embedding plate anchor rods in accordance with the details found in Attachment 11 to these Special Provisions. Assemble the railing as shown on the plans and directed by the Owner's Representative. Use care to avoid damaging the powder coat finish on the panels.

After assembly is complete, touch up any locations where the powder coat was damaged.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and all work, including but not limited to, preliminary layout and confirmation of dimensions, grinding and smoothing welds, furnishing and applying an approved powder coating, and other incidentals as shown on the Plans and specified in the Standard Specifications, these special provisions, and as directed by the Engineer and no additional compensation will be allowed.

13-28 MINOR CONCRETE – BID ITEMS 40 – 46; Bid Items 59-62

13-28.1 General

Minor Concrete shall substantially conform to the provisions of Section 51-7 "Minor Structures", Section 52 "Reinforcement", Section 73 "Concrete Curbs and Sidewalks", Section 90-2 "Minor Concrete", all of the Standard Specifications; City Standard Details 101 and 102, MENDOT DETAILS A14B and A14C(Attachment 11), the project plans (Attachment 1), and in accordance with the requirements of these these Special Provisions.

Structure excavation and structure backfill incidental to minor concrete work shall be included as minor concrete work. Structure excavation and backfill shall comply with Section 19-3 of the Standard Specifications.

The cementitious material content of the minor concrete shall not be less than 505 pounds per cubic yard.

All concrete which is to be removed from curb and gutter and sidewalk areas shall be removed to the nearest construction joint or as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

Contractor shall be responsible for replacing all concrete surfaces damaged or destroyed by his operations at no additional cost to the Owner or to the City of Ukiah.

Concrete curb, gutter, and sidewalk shall be cured in accordance with the requirements of Section 73-1.03F "Curing" of the Caltrans Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from concrete surfaces by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting.

Payment: Full compensation for performing the work of this subsection Minor Concrete shall be considered as included in the prices paid for the various items of work in this contract, and no additional compensation will be allowed therefore.

13-28.2 Stormdrain Manholes and Drainage Inlets

Stormdrain Manholes and Drainage Inlets shall be the type specified on the plans and shall conform to the provisions of Section 51-7 "Minor Structures", Section 90-2 "Minor Concrete", Section 73 "Concrete Curbs and Sidewalks", Section 52 "Reinforcement", all of the Standard Specifications, and applicable portions of the most recent version of the City of Ukiah Standard Plans and these Special Provisions.

Attention is directed to the "Soil and Groundwater Management Plan", Attachment 3 to these Special Provisions. The procedures described in the Plan must be followed where trench depths reach below the original ground surface.

The location and grades for each of the stormdrain manholes and drainage elements are shown in Attachment 1 to these Special Provisions. Attention is directed to special drainage inlets required in the median areas of Courthouse Boulevard and to special LID details in Attachment 8 to these Special Provisions.

Attention is directed to Sheets 14 and 15 of the plans in Attachment 1 to these Special Provisions. There are three drainage inlets in connection with the LID features to drain the RailTrail which are to be furnished and installed by the Contractor in accordance with the lines and grades shown on the plans.

Minor Concrete (Storm Drain Manholes and Drainage Inlets) will be measured and paid for each in place complete, and shall include Full compensation for furnishing all labor, materials, tools, coordinating with utility companies and working around their facilities, equipment, and incidentals necessary to complete the work including, but not limited to, sawcutting, structure excavation & backfill, subgrade preparation, furnishing and placing and removing formwork and falsework, reinforcing steel and other steel accessories including stormdrain manhole lids and grates, curing, as shown on the plans and specified herein, for completing in place all the work involved in constructing these items, as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer.

13-28.3 Sidewalks, Accessible Ramps, Driveways, Bus Stop Pads, Gutter Depressions

Sidewalks are only to be constructed from Perkins Street sidewalks to the bridge on both sides of Courthouse Boulevard and along the north side of Clay Street from the point of conformance to the existing street, easterly to the east side of the railroad right-of-way and boundary with APN 002-232-14 owned by the Judicial Council of California. Accessible ramps are to be constructed at the intersection of Perkins Street and Courthouse Boulevard, and at two locations where the RailTrail crosses Clay Street. One commercial driveway opening is to be constructed at the southeast corner of APN 002-231-24. Two bus stop concrete pads and gutter depressions, together with a 50 feet long by 5 foot wide sidewalk, poured monolithically with the bus pad, are to be constructed on Courthouse Boulevard. The location of all of these features are shown in Attachment 1 to these Special Provisions.

Coordination with a separate contractor or City of Ukiah may be required to assure that the traffic signals at the intersection of Perkins Street and Courthouse Boulevard are relocated prior to the construction of the new accessible ramps and connecting sidewalks at that location. Coordination with another contractor, or with the City of Ukiah, shall be done in accordance with Section 6-18 "Cooperation", Section 12-07 "Temporary Facilities", Section 12-08 "Public Convenience and Safety", Section 12-12 "Utilities", and Section 13-17.4 "Public Convenience", of these Special Provisions.

Sidewalks, Accessible Ramps, Driveways, Bus Stop Pads, and Gutter Depressions as shown on the plans shall conform to the provisions of Section 51-7 "Minor Structures", Section 90-2 "Minor Concrete", Section 73 "Concrete Curbs and Sidewalks", Section 52 "Reinforcement", all of the Standard Specifications, and applicable portions of the most recent version of the City of Ukiah Standard Plans, the Standard Mendocino Department of Transportation Bus Stop Details found in Attachment 1, and these Special Provisions.

Where new curb and gutter and sidewalk construction conforms to existing curb and gutter on the Gibson Creek Bridge, a minimum of four (4) reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing bridge curb and gutter by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new concrete.

Transverse weakened plane and expansion joints for sidewalk shall be placed in accordance with Section 73, "Concrete Curbs and Sidewalks", of the Standard Specifications. Transverse weakened plane joints for new concrete paving shall be placed at 13.5 foot intervals in accordance with Section 73-1.03E "Expansion and Contraction Joints", of the Standard Specifications.

Pedestrian ramps shall comply with the Standard Plans and details shown on the plans, but may be modified by the Engineer to fit field conditions.

All pedestrian ramp forms should be finished and available for inspection by the Engineer a minimum of 4 hours prior to pouring concrete. Construction details include the installation of joints, grooves, retaining curb, if necessary, adjustment of utility boxes to new grade, relocation of street/traffic signs, conforming work with existing private improvements and any modifications to fit field conditions as directed by the Engineer.

Detectable warning surface shall conform to the requirements of Section 7-3.01C "Submittals" of the Standard Specifications. Any detectable warning surface specification will be submitted in writing for approval to the Owner for coordination with the City of Ukiah Engineer. A minimum of 5 working days shall be allowed for approval by the Engineer.

Minor Concrete (Sidewalks, Accessible Ramps, Driveways, and Gutter Depressions) shall be measured and paid for in units set forth in each bid item, complete as shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, coordinating with utility companies and working around their facilities, equipment, and incidentals necessary to complete the work including, but not limited to, sawcutting, structure excavation & backfill, subgrade preparation, furnishing and placing and removing formwork and falsework, reinforcing steel and other steel accessories, placing retaining curbs, furnishing and installing detectable warning surface, curing, as shown on the plans and specified herein, for completing in place all the work involved in constructing these items, as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer, and no additional compensation will be allowed therefore.

13-28.4 Curb and Gutter

In general, curb and gutter is to be constructed from the intersection of Perkins Street and Courthouse Boulevard, along Courthouse Boulevard on both sides of the street and around the median landscape island, then continuing along both sides of Clay Street to the RailTrail on the south side and to the point of conformance in Clay Street on the north side.

Curb and Gutter as shown on the plans in Attachment 1 to these Special Provisions, shall conform to the provisions of Section 73-2 "Curbs" and Section 73-3 "Sidewalks, Gutter Depressions, Island Paving, Curb Ramps and Driveways" of the Standard Specifications, and applicable portions of the most recent version of the City of Ukiah Standard Plans and these Special Provisions.

Attention is directed to the unconventional slope of the gutter pans along Courthouse Boulevard to cause drainage to flow to the median area which is surrounded by an unconventional curb section. These details are included in Attachment 11 to these Special Provisions.

Where new curb and gutter construction conforms to existing curb and gutter, a minimum of one (1) reinforcing bars, No. 3 or No. 4, twelve inches in length, shall be embedded into the existing curb and gutter by means of drilling a hole, inserting the reinforcing bar, and filling the hole with epoxy grout. These bars shall be embedded six inches with the remainder of the bar in the new concrete.

Transverse weakened plane and expansion joints for curb and gutter shall be placed in accordance with Section 73, "Concrete Curbs and Sidewalks", of the Standard Specifications. When adjacent to new concrete paving, weakened plane joints in the curb shall coincide with the transverse weakened plane joints in the new concrete paving. Transverse weakened plane joints for new concrete paving shall be placed at 13.5 foot intervals in accordance with Section 73-1.03E, "Expansion and Contraction Joints", of the Standard Specifications.

Minor Concrete (Curbs and Gutters) shall be measured and paid by the linear foot installed as shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, coordinating with utility companies and working around their facilities, equipment, and incidentals necessary to complete the work including, but not limited to, sawcutting, structure excavation & backfill, subgrade preparation, furnishing and placing and removing formwork and falsework, reinforcing steel and other steel accessories, curing, and for completing in place all the work involved in constructing these items, as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer, and no additional compensation will be allowed therefore.

13-29 STORM DRAIN PIPING AND MINOR STRUCTURES - Bid Items 51-58: 63

13-29.1 General

The work in general consists of installing storm drain piping for drainage of the street areas of Courthouse Boulevard and Clay Street Extension. In addition, there is piping in some of the LID features which provide drainage of the RailTrail between Perkins Street and Clay Street. Special plastic drainage inlets are specified at two locations in the median areas of Courthouse Boulevard.

Attention is directed to the "Soil and Groundwater Management Plan", Attachment 3 to these Special Provisions. The procedures described in the Plan must be followed where trench depths reach below the original ground surface.

13-29.2 HDPE Storm Drain Pipe – Bid Items 52-58

Corrugated high density polyethylene pipe (HDPE) shall be smooth interior wall Type S and shall conform to the provisions of Section 64 "Plastic Pipe" of the Standard Specifications.

The joint shall be bell and spigot design and shall include rubber gaskets meeting the requirements of ASTM D-1056, Grade 2A2.

Fittings used in the system shall not reduce or impair the overall integrity or function of the pipeline. Fittings may be either molded or fabricated common corrugated fittings including in-line joint such as tees, wyes, and end caps. Unless otherwise specified, fittings shall be installed using a joint configuration meeting the requirements of cell Class PE335420C as defined and described in ASTM D3350. Only fittings supplied or recommended by the manufacturer shall be used.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

Unless otherwise specified in the respective specifications for the applicable pipe material, backfill shall be per drawing No. 420 of the City of Ukiah Standard Plans. Limit depth of bedding to 12 inches, maximum, over the top of the piping. In lieu of the trench backfill specified in Standard Plan 420, use Class 2 aggregate base.

Measurement for this item shall be on a per linear foot basis. The respective prices paid per linear foot for the different sizes of HDPE Storm Drain Pipe shall include furnishing all labor, materials and equipment necessary to complete the work, (including pipe elbows, couplings, anchors, trench excavation, backfill

operation and compaction making necessary modifications to existing catch basins, drainage structures, raising and/or lowering existing utility pipes to accommodate the new drainage pipes, placing trench backfill material and aggregate base. and landscaping restoration necessary to install the drainage systems indicated on the plans and specified herein.

HDPE Storm Drain Pipe installation performed under these specifications will be listed in the contract items by size (diameter) and shall be measured by the linear foot complete in place per each respective size.

13-29.3 Plastic Storm Drain Inlets and Steel Drainage Tubes – Bid Items 51 and 63

Two plastic storm drain inlets are specified to be installed in the median of Courthouse Boulevard. Two 4 inch by 8 inch structural tubes are specified to be installed easterly of the mainline track in the railroad right of way as part of the LID plans for this project.

The plastic storm drain inlets shall be heavy duty grated inlets produced by Nyoplast or approved equivalent. Details for their installation are shown on Sheet 16 of the construction drawings in Attachment 1 to these Special Provisions.

Structural tubes shall be standard A36 rolled steel structural tubes, ¼ inch thick.

Furnish and install these items as specified herein, including structure excavation and structure backfill or landscape backfill as indicated on the plans in the attachments to these Special Provisions and as specified herein.

Storm Drain Piping and minor structures shall be measured and paid by the linear foot or each, installed as shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, coordinating with utility companies and working around their facilities, equipment, and incidentals necessary to complete the work including, but not limited to, sawcutting, structure excavation & backfill, subgrade preparation, furnishing and placing and removing formwork and falsework, reinforcing steel and other steel accessories, curing, and for completing in place all the work involved in constructing these items, as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer, and no additional compensation will be allowed therefore.

13-30 WATER MAINS AND APPURTENANCES–Bid Items 47-50

13-30.1 General

The work, in general consists of installing a segment of 12 inch diameter water main across the bridge at Gibson Creek and connecting it to an existing 12 inch water main in Perkins Street. Most of the water conveyance system has been installed and approved by the City of Ukiah. There is a 12 inch valve closed off with a blind flange at approximately Engineer's Station "CHB" 6+50.89 in Courthouse Boulevard just south of Gibson Creek Bridge. The new main from Courthouse Blvd will join the existing 12" main at Perkins with a new section of 12 inch diameter ductile iron pipe, followed by a segment of C900 plastic pipe and then a new connection to the 12 inch diameter water main in Perkins Street. The general configuration is shown on Sheet 26 of the plans in Attachment 1 to these Special Provisions.

Attention is directed to the "Soil and Groundwater Management Plan", Attachment 3 to these Special Provisions. The procedures described in the Plan must be followed where trench depths reach below the original ground surface.

The pipe will be hung on the east side of the bridge across Gibson Creek. Approved pipe hangers are already in place and the openings have been cast in the wingwalls of the bridge. At Perkins Street a new tee with three 12 inch gate valves will be cut in to what is assumed to be a 12 inch diameter asbestos cement pipe. Compression couplings will be necessary on at least one side of the new connection. Numerous other utilities are to be crossed. Those utilities were potholed and elevations were obtained in order to plan the connection.

The segment across the bridge must be pressure tested and disinfected before the tie-in can occur. **The tie-in will require a night-time work period to avoid traffic impacts in Perkins Street.**

The City of Ukiah will require at least 5 days advance notice in order to plan the coordinated shut-down and installation of this connection to the Perkins Street Water Main.

13-30.2 PVC Water Main- Bid Item 48

Pipe: AWWA C900 Class 235, 4 inch to 12 inch, with ring-tite joints with integral bell. The potable water line shall be 12 inch diameter blue PVC. Acceptable Product Manufacturers: Vinyltech Corporation, JM Eagle, or approved equivalent.

Tracer Wire: #10 Insulated copper wire. Run wire uninterrupted between valve boxes, two or three inches above pipe in sand bedding.

Fittings: AWWA C110, ductile iron, 350 psi rating

Valve Risers: PVC 1120 or ASTM 3034 or other PVC pipe approved by Engineer.

Joints: Integral bell end of pipe shall be fitted with a locked-in factory installed gasket and shall meet the joint requirements of ASTM D3139. The gasket shall be reinforced with a steel band and meet the requirements of ASTM F477.

Restrained Mechanical Joints shall be used at all changes in alignment, and connecting to valves.

Acceptable Products: 2100 Megaflange, EBAA Iron Inc, or equivalent.

Testing: Each length of PVC pipe supplied for the project shall be hydrostatically tested at the point of manufacture to four times the pressure class for a duration of 5 seconds per AWWA C900. Certified test results shall be furnished in duplicate to the Engineer prior to the shipment of pipe.

Measurement and Payment: The contract price paid per linear foot (LF) for the various sizes of polyvinylchloride (PVC) water line shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing PVC pipe water line complete in place, including trench excavation and support, backfilling and compaction, potholing, removal and disposal of trench spoils, all fittings, locating wire stations, tie-ins to existing water lines, utility, road, and creek crossings, cleaning and coating pipe, disinfection and testing, and for pressure testing as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Measurement of pipelines will be along the horizontal centerline of the pipe as shown on the Plans with no deductions for bends or fittings.

13-30.3 Ductile Iron Pipe Water Main- Bid Item 49

Ductile iron pipe water main shall be constructed from Engineer's Station "CHB" 6+50.89 to Engineer's Station "CHB" 7+51.46 and shall be fastened alongside the new Courthouse Boulevard Bridge over Gibson Creek. At the Contractor's Option, a portion of the remaining connection length to the existing 12 inch water main in Perkins Street, between Engineer's Station "CHB" 7+51.46 and Engineer's Station "CHB" 8+00 may be AWWA C900, Class 235 PVC Pipe. The remaining length from Engineer's Station "CHB" 8+00 to the point of connection in Perkins Street shall be ductile iron pipe. This last segment will have very shallow cover in order to clear the other utilities, and will require backfill with slurry cement backfill.

Ductile iron pipe water main as shown on the plans shall be restrained push-on joint pipe and fittings conforming to ANSI/AWWA C151/A21.51. Push on joints shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joint for Ductile-Iron Pipe and Fitting. Restrained joint fittings and the restraining components shall be Ductile Iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53. Restrained Joint Pipe and Fittings to be Class 52 U.S. Pipe TR FLEX Pipe and Fittings or approved equal. Restraint of Field cut pipe shall be provided with US Pipe's TR FLEX GRIPPER Ring, TR FLEX Pipe field weldment or approved equal.

Cement mortar lining and seal coating for pipe and fitting, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C151/A21.10 or ANSI/AWWA C153/A21.53 for Fittings.

Tracer Wire: #10 Insulated copper wire. Run wire uninterrupted between valve boxes, two or three inches above pipe in sand bedding.

Measurement and Payment: The contract price paid per linear foot (LF) for the various sizes of ductile iron water line shall include full compensation for furnishing all labor, materials, tools, equipment, and

incidentals, and for doing all the work involved in installing ductile iron pipe water line complete in place, including trench excavation and support, backfilling and compaction, potholing, removal and disposal of trench spoils, all fittings, locating wire stations, tie-ins to existing water lines, utility, road, and creek crossings, cleaning and coating pipe, disinfection and testing, and for pressure testing as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Measurement of pipelines will be along the horizontal centerline of the pipe as shown on the Plans with no deductions for bends or fittings.

13-30.3 12 Inch Connection in Perkins Street with Three 12 inch Gate Valves – Bid Item 47

Contractor shall coordinate with the City of Ukiah Water and Sewer Department and shall plan this work to be a night-time partial street closure. Contractor shall furnish all of the materials and workers to make the tie-in, including traffic control personnel and personnel and equipment to maintain a dry excavation. City personnel shall serve as reviewers of the work and to assist in shutting down and re-opening water mains to facilitate the tie-in.

Gate Valves shall be in conformance with AWWA C509, Iron body, bronze trim, non-rising stem with square nut, single wedge, resilient seat, outfitted for mechanical joint connection to piping. Gate opening direction shall be counterclockwise.

Gate valve shall be 250 psig rated working pressure, UL Listed and FM Approved.

Interior and exterior shall be fusion-bonded epoxy coated prior to assembly.

Acceptable Products: Waterous Series 2500 Resilient Wedge (NRS), American Darling Series 2500 Resilient Wedge (NRS), or approved equivalent.

Buried gate valves shall be of the inside screw type. Valves shall be capable for being repacked under line pressure.

All valves, operating units, stem extensions, valve boxes, and accessories shall be installed in strict accordance with the manufacturer's written instructions, and in conformance with the Contract Documents. Valves shall be firmly braced to avoid undue stresses on the pipe.

Before installation, carefully clean valves of all foreign material, adjust stuffing boxed, and inspect valves in open and closed positions. Unless otherwise indicated, install valves with the stem vertical.

Prior to installing flanged valves, the flange faces shall be thoroughly cleaned. After cleaning, insert the gasket and tighten the nuts progressively and uniformly. If flanges leak under pressure, loosen the nuts, reseal or replace the gasket, retighten the nuts, and retest the joint. Joints shall be watertight at test pressures before acceptance.

Where valve-operating nuts are buried 3 feet or more below finish grade, extension stems shall be installed to bring the operating nut within 6 inches of the surface. Valve boxes and extension sleeves shall be provided for all buried valve operators. Valve operators shall be the buried type unless otherwise indicated in the Contract Documents.

Valve shall be disinfected prior to acceptance at the same time as the connecting pipeline is disinfected.

Pipe repair clamps or couplings shall be installed on both sides of the new tee on Perkins Street by extending a length of ductile iron pipe beyond the gate valve sufficiently far to allow a repair coupling to be installed. Repair couplings shall be stainless steel and suitable for pressures up to 200 psi.

Acceptable products include Style 550 by Mueller, Romac 501, Powerseal 3501, or approved equivalent.

Measurement and Payment: The contract price paid for the connection to the existing water main in Perkins Street shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in making the connection to the Perkins Street water line complete in place, including coordinating the work with City of Ukiah personnel, furnishing traffic control personnel and lighting for night-time work, protection of the work from traffic, trench excavation and support, backfilling and compaction, potholing, dewatering the excavation, removal and disposal of trench spoils, furnishing and installing all fittings and valves, tracer wires, tie-ins to existing water lines, utility, road, and creek crossings, cleaning and coating pipe, disinfection and testing, and for pressure testing as shown on the plans, and any other incidentals necessary to have a complete tie-in, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

13-30.4 Air Release/Vacuum Valves (Ductile Iron Mains) – Bid Item 50

A single air release/vacuum combination valve is to be installed at the high point of the ductile iron crossing on the Gibson Creek Bridge.

Air release valve assembly shall include Valmatic Compound lever type air release valve model 203C.2 with 3" inlet and 3/32" orifice for 300 psi operation, 3" corporation stop, 3" black iron standard threaded piping, 3" service saddle, tapping of the ductile iron pipe main for mounting the assembly and mounting of the assembly on the main.

Components shall be disinfected prior to acceptance at the same time as the pipeline is disinfected.

Air valves shall be air release/vacuum type valves. The body and cover of the valve shall be cast iron (ASTM A126, Class B) unless otherwise approved. A resilient, Buna-N seat shall be attached to the lever mechanism for drop-tight closure. All interior parts shall be stainless steel. Air release/vacuum valves shall be fully automatic and requiring no regular maintenance. In addition to all tests required by the referenced standards, air/vacuum valves shall also be factory tested.

Air release/vacuum valves shall be capable of automatically releasing accumulated air from a water system while that system is in operation and under pressure. Also, the valve shall automatically allow air to reenter the pipeline when the internal pressure of the pipeline becomes negative due to draining of the pipeline, a power outage, pipeline break, etc.

Air release/vacuum valves shall be set plumb, and properly fitted to the high point on the water main.

The air release/vacuum valve and all appurtenances shall be of material listed and shall be installed as shown in the Drawings.

The valve shall be supplied with a shut-off valve with the operator handle or lever removed. Valves shall be properly vented and piped to drain. Provide Schedule 80 PVC relief piping at the outlet on top of the valve. The relief piping shall have two 90 degree angles so that the final configuration is pointing down vertically just beyond the edge of the body of the valve. Screen the opening to prevent insect entry.

Provide a fabricated protective cage around the valve, similar to the one shown in Detail W-1 found in Attachment 11 to these Special Provisions. Provide a shop drawing prior to fabrication for approval by the Owner. At a minimum, the following components shall be used:

- 1 ½ inch by 1 ½ inch mild steel angles, welded to form a frame
- Expanded grate on sides and top – suggest 4 psf carbon steel
- 4 U-Bolts to fasten the cage to the pipe

Acceptable Service Saddle Products: Romac Style 305, Smith-Blair 313, or approved equivalent

Measurement shall be in a unit each basis.

Payment shall be made in a unit each basis and include full compensation for all labor, materials, tools, equipment, and incidentals (including furnishing and installing venting relief piping on the top of the valve, and fabricating and installing a steel protective enclosure) required to provide a complete operational air release valve assembly.

13-30.5 Bolts, Nuts And Hardware

Bolts and nuts for flange connections shall be Type 316 stainless steel, ASTM A193, Grade B8M hex head bolts and ASTM A194, Grade 8M, hex head nuts. All stainless steel bolts shall be coated with a copper based or graphite based anti-seize lubricant. Bolts and nuts for mechanical joint connections shall be high strength steel. Washers shall be made of the same material as the bolts.

Measurement and Payment: Full compensation for furnishing and installing Bolts, Nuts and Hardware associated with all valves, fittings, and connections, shall be considered as included in the contract prices paid per linear foot (LF) for the various sizes of PVC and DIP water lines, and in the prices paid per each for connection to existing water main, and no additional compensation will be allowed therefore.

13-30.6 Valve Boxes for Valves 3" and Larger

Valve boxes shall be 8" minimum inside diameter traffic valve boxes with covers marked "WATER." The valve boxes shall be constructed of reinforced concrete with recessed traffic lids designed to take H-20

loadings. PVC pipe risers shall be cut neatly to fit over valve operating nut and into valve box. Acceptable products include: Christy Concrete Products, G-5 series, or equivalent.

The owner will furnish 11 each G-5 traffic valve boxes. Contractor is to furnish three traffic valve boxes for the installation in Perkins Street. Contractor is to install all valve boxes as the work progresses to finish grade.

Measurement and Payment: Full compensation for furnishing and installing Valve Boxes, shall be considered as included in the contract prices paid for other contract bid items and no additional compensation will be allowed therefore.

13-30.7 Concrete Meter Boxes

Concrete meter boxes shall be precast concrete boxes in conformance with City of Ukiah Standard Detail 301 for meters 2 inches or smaller.

The Owner will furnish three each meter boxes and the contractor shall furnish two each meter boxes. Contractor is to install all five meter boxes as the work progresses to finish grade. Installation shall include the angle stop and shut-off valve on the customer side of the box. The piping and fittings shall be aligned so that the City of Ukiah can install a water meter. Compact backfill around the box so that it will drain away from it in rainy weather.

At service locations which require meters larger than 2 inches, a post marking the end of the service lateral has been installed. Contractor shall protect the posts from damage or removal. If the marker post is removed or damaged, Contractor shall pothole the end of the existing lateral and replace the marker post in kind at no additional expense to the owner.

Measurement and Payment: Full compensation for furnishing two meter boxes and installing five meter boxes, together with piping ready to accept a City of Ukiah water meter shall be considered as included in the contract prices paid for the various bid items in the contract, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

13-30.8 Bedding and Cover Materials

Bedding: Sand Bedding as called for in trench detail shall comply with Caltrans Standard Specifications Section 19-3.02E(2) "Sand Bedding." Areas of reduced cover from Engineer's Station 8+00 to within three feet of the connection point in Perkins Street, as indicated in Section 13-29.3 above, will require bedding and backfill which complies with Section 19-3.02D "Slurry Cement Backfill." It is intended that the valve cluster be bedded in concrete on the bottom as shown in City of Ukiah Standard Detail 307. Bedding above the base of the valves may be Class 2 Aggregate Base. The Caltrans specifications shall supersede the gradings shown on the City of Ukiah Standard Drawing 320.

Cover: Structure Backfill, Class 2 Aggregate, as shown in trench detail shall comply with Caltrans Standard Specifications Section 26-1.02B "Class 2 Aggregate Base."

Measurement and Payment: Full compensation for furnishing and installing bedding and cover materials as outlined in this specification, plans, and details, and Caltrans Standard Specifications, shall be considered as included in the contract prices paid per linear foot (LF) for the various sizes of PVC and DIP water lines, or in the bid item to connect to the water main in Perkins Street, and no additional compensation will be allowed therefore.

Payment shall be by the unit each for the connection to the Perkins Street water main, and by the linear foot for PVC and DIP water mains beyond the connection point, and shall include pipe, fittings, thrust blocks, trenching, bedding, cover, backfill, mounting on brackets, pressure testing, disinfection, and connection to new water main in conformance with the applicable portions of the most recent version of the City of Ukiah Standard Plans & Specifications and these Special Provisions.

13.30.9 Testing:

Disinfecting of the pipeline shall conform to AWWA Specifications C651-99 and be done concurrently with all other water main work. The existing system already installed has been disinfected and accepted. Only the additional portion requires disinfection and sanitary testing.

The existing piping already constructed has had pressure and leakage testing done and approved. Only the additional portion under this contract will require the following tests

Upon completion of this portion of the work, and prior to its acceptance by the City, make all required tests and secure all required approvals from agencies having jurisdiction. Conduct pressure and leakage tests on all pipelines. Furnish all necessary equipment and material and make all taps in the pipe as required. The Engineer will monitor the tests. All pipe testing is to be hydrostatic.

Pressure pipe procedure:

- A. After the pipe has been laid and backfilled and final compaction has been obtained, the Contractor shall test pressure pipe between each valve section or pipe run. The pipe shall be slowly filled with water so that air is removed. Before applying the specified test pressure, air shall be expelled completely from the pipes, valves and other appurtenances. The pipe shall be tested hydrostatically to a pressure of 200 psi for a minimum of two hours. Reaction blocking pipe restraints and the like shall be installed prior to test. Protect all equipment, which may be damaged by the test pressure by isolating. Repair any damages to the pipes or appurtenances or to any other structures resulting from or caused by these tests. The costs for these repairs shall be at no cost to the NCRA.
- B. All exposed pipe, fittings, valves and joints shall be examined during the test for seepage or other defects. Defects noted by this test shall be removed and replaced by the Contractor with sound material. Afterwards, the test shall be repeated to the satisfaction of the Engineer.
- C. In addition, a leakage test shall be conducted after the pressure test has been satisfactorily completed. The duration of each leakage test shall be two hours and during the test the main shall be subjected to a pressure of 100 psi unless elsewhere specified. No visible leakage shall be allowed on above ground piping. Leakage shall not exceed that as shown in Table 3 of AWWA Standard C600 or not in excess of 10 gallons per day per inch diameter per mile.
- D. If any test discloses leakage greater than specified, the Contractor shall at his own expense locate and repair the defective joints until the leakage is within the specified allowance. All control valves shall be full opened and closed under system pressure to ensure proper operation.

Requirements for exposed pipelines:

- A. All exposed pipelines piping shall have no visible leakage during the specified test period. Any exposed pipeline with leakage shall be repaired or replaced.

Payment shall be by the linear foot and include pipe, fittings, thrust blocks, trenching, bedding, cover, backfill, mounting on brackets, pressure testing, disinfection, and connection to new water main in conformance with the applicable portions of the most recent version of the City of Ukiah Standard Plans & Specifications and these Special Provisions.

13-31 SANITARY SEWER MAIN**13-31.1 General**

The sanitary sewer system components and related items have been constructed and approved by the City of Ukiah. The work remaining is to set the manhole covers to finish grade of the pavement and pour a concrete collar around each manhole in conformance with City of Ukiah Standard Detail 201.

Permanent paving shall not take place until all underground work is finished, except as otherwise noted in these Special Provisions, and the Owner has given written notice of acceptance to the Contractor, unless otherwise directed or approved by the Engineer.

At future sanitary sewer service connection locations, a post marking the end of the service lateral has been installed. Contractor shall protect the posts from damage or removal. If the marker post is removed or damaged, Contractor shall pothole the end of the existing lateral and replace the marker post in kind at no additional expense to the owner.

Full compensation for complying with the above provisions shall be considered as included in the contract

prices for the various bid items and no additional payment will be made.

13-32 DRY UTILITY SYSTEM – Bid Items 64 - 72

The work in general consists of furnishing and installing conduits for electrical conductors and for communication conductors. The preliminary set of electrical plans in Attachment 9 to these Special Provisions contains the alignment of the joint trench, the conduit layout for electrical power, a specified location in the joint trench for the cable tv and telephone facilities, and a specified location for the street light conduits. There is no natural gas conductor planned for this trench. The construction notes on these plans are to be followed in all respects, except as modified herein.

The pole shown to be relocated on Sheet 2 of the drawings shall be done by others in coordination with this contract to prevent a delay in finishing the work.

Vault 30, shown on Sheet 3 to be removed, has been removed and the underground utility project has been completed in Perkins Street at this location. The service line shown on Sheet 3 from the 25 kva transformer to the depot building is not to be installed under this contract.

The street light plan and details are shown on Sheet 4 of this set.

Attention is directed to the "Soil and Groundwater Management Plan", Attachment 3 to these Special Provisions. The procedures described in the Plan must be followed where trench depths reach below the original ground surface.

13-32.1 SCHEDULE 40 PVC UTILITY CONDUITS - Bid Items 64 and 65

The conduits are all planned to be 4 inch diameter, Schedule 40 conduits, conforming to the construction notes on Sheet 1 of the Electrical Plans. The electrical plans indicate the number and location of the 4 inch diameter conduits to be furnished and installed for the electrical conductors.

Two each of the four inch diameter conduits shall be furnished and installed for future use by telephone and two each of the four inch diameter conduits shall be installed for future use by the cable tv provider. Those conduits are to be installed on the level shown in the typical section in the lower right corner of Sheet 1 of the Electrical Drawings. They are to be installed in the joint trench parallel to the west side of Courthouse Boulevard and the north side of Clay Street (but not in the future service trench to the depot). They are also to be extended across Courthouse Boulevard in the same trench as shown for the electrical conduit in Sheet 2 of the Electrical Drawings. End this run of the Joint Trench at Engineer's Station 11+15 on the left side of Clay Street.

The Contractor shall be responsible for the placement of the future utility conduits placed in the concrete sidewalk over the bridge across Gibson Creek, northerly to the electrical Switch 85 shown on Sheet 3 of the drawings. The electrical conduit shall be connected to the vacant stub at this location. The cable tv and telephone conduits shall be capped and their ends marked.

Furnish and install all fittings and utility conduits needed to rise up to the conduits in the bridge sidewalk, pass through the conduits and descend to the standard prescribed levels in the joint trench, including spreading the conduits wider to reach and leave the bridge conduit locations. The finished product shall consist of continuous, open conduits with accessible mule tape, from Switch 85 near Perkins Street to the connection pole on Clay Street.

The prices paid for furnish and install 4 inch Schedule 40 Conduit shall include the installation of Schedule 40 PVC utility conduit as shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, sawcutting, structure excavation & backfill, and subgrade preparation, necessary to complete the work as shown on the plans and specified herein and the Standard Specifications or as directed by the Engineer.

13-32.2 FURNISH AND INSTALL ONE INCH CONDUITS AT STREET LIGHTS – Bid Items 66 and 67

The work consists of furnishing and installing one inch diameter conduits for the street lights shown on Sheet 4 of the Electrical Drawings. Conform to the construction notes on this sheet. In addition:

- Install the conduits in the Joint Trench where possible.
- Maintain a minimum of 24 inches of cover over the conduits.

The prices paid for furnish and install one inch Street Light Conduit shall include the installation of specified utility conduit as shown on the plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, sawcutting, structure excavation & backfill, and subgrade preparation, necessary to complete the work as shown on the plans and specified herein or as directed by the Engineer.

13-32.3 INSTALL CITY FURNISHED MATERIALS AND EQUIPMENT – Bid Items 68 and 69

The work consists of installing three primary pedestal boxes and one 25 kva transformer, all of which will be supplied by the City of Ukiah Electrical Department. Ped #3, shown on Sheet 2 of the Electrical Drawings is not to be installed at this time. Work is to be done as specified in the construction notes on the Electrical Plans.

The prices paid for installing City Furnished materials and equipment shall include the installation of specified utility materials and equipment as shown or specified on the Electrical Plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, sawcutting, structure excavation & backfill, and subgrade preparation, necessary to complete the work as shown on the plans and specified herein or as directed by the Engineer.

13-32.4 FURNISH AND INSTALL CATV/TELEPHONE SERVICE VAULTS – Bid Items 70 and 71

The work consists of furnishing and installing service vaults near the various junction boxes for the electric utility. Furnish and install four N36 cable tv service vaults and four AT&T service boxes as specified on Sheet 1 of the Electrical Plans. Work is to be done as specified in the construction notes on the Electrical Plans.

The prices paid for furnishing and installing service vaults shall include the installation of specified utility materials and equipment as shown or specified on the Electrical Plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, sawcutting, structure excavation & backfill, and subgrade preparation, necessary to complete the work as shown on the plans and specified herein or as directed by the Engineer.

13-32.5 INSTALL CITY FURNISHED STREET LIGHTS – Bid Item 72

The work consists of installing nine street lights, all of which will be supplied by the City of Ukiah Electrical Department. Work is to be done as specified in the construction notes on the Electrical Plans. Street light locations are shown on the civil engineering drawings in Attachment #1 to these Special Provisions. Where locations vary from those shown on the Electrical Plans, the civil engineering drawings shall govern.

Auger holes neat and plumb. Clean the hole of loose soil, or tamp the bottom firmly in the presence of the Owner. Obtain approval of the Owner before setting reinforcement in the hole. Do not allow the holes to have free water in the bottoms.

Contractor shall furnish and install foundations for each street light. City will furnish the anchor bolts for insertion into the concrete base form before it is poured. The concrete base shall be 2.5 feet in diameter and shall extend six feet below finish grade and 0.5 feet above finish grade. The exposed portion shall be formed to provide a neat, regular, circular base. Reinforcement shall be set on three inch high dobies and shall be a spiral reinforced cage consisting of 10 each, No. 6 vertical bars, with a No. 3 spiral at 4 inches on center. Alternatively, No. 4 circular hoops may be installed at 6 inches on center.

The prices paid for installing City Furnished materials and equipment shall include the installation of specified utility materials and equipment as shown or specified on the Electrical Plans, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, sawcutting, structure excavation & backfill, and subgrade preparation, necessary to complete the work as shown on the plans and specified herein or as directed by the Engineer.

13-33 FURNISH AND INSTALL ROADSIDE SIGNS-Bid Item 73

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 56-4, "Roadside Signs," of the Standard Specifications and these special provisions.

Refer to the latest version of City of Ukiah Standard Drawing No. 120, Revised in 2019. Standard Drawing No. 120 shown on Sheet 9 of Attachment #1 to these Special Provisions has been superseded.

Sign types, locations and sizes are indicated on Sheet 29 of Attachment 1 to these Special Provisions.

Roadside Sign installation shall consist of the perforated square steel posts, sign panels quick-change bases support structure, one or more posts and one or more panels and all hardware, footing and other incidental work required to complete the installation of signs.

Roadside Signs shall be measured on a per unit basis measured from an actual count installed in place.

The authorized and accepted quantities will be paid for at contract price per unit of measurement and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work as shown on the plans and specified in the Standard Specifications and these Special Provisions, or as directed by the Engineer.

13-34 PAVEMENT MARKINGS AND STRIPING – Bid Items 74-79

Traffic stripes and pavement markings shall conform to the Provisions in Sections 84-1 "General", 84-2 "Thermoplastic Traffic Stripes and Pavement Markings" and 84-3 "Painted Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

Thermoplastic pavement markings shall only be done for the arrows, sharrows, and words on the pavement. The remaining pavement markings will all be painted. Reference is made to Sheet 29 of Attachment 1 to these Special Provisions for locations and types of pavement striping and markings.

Thermoplastic Pavement Markings shall be measured and paid on a lump sum basis and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic pavement markings, complete in place, including establishing alignment for markings, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Painted Pavement Stripes and markings shall be measured and paid on a linear foot basis, or on a per each basis, as described in the respective bid item, and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in applying pavement stripes, complete in place, including establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

13-35 FINAL CLEANUP – Bid Item 80

Final Cleanup shall conform to the provisions in Section 4-1.13 "Cleanup" of the Standard Specifications and these Special Provisions.

Cleaning graffiti from the bridge and wingwalls is not included in this scope of work.

Cleanup of trash and debris within the roadway limits, toe of fill to toe of fill and in the mitigation area is included in this scope of work.

Cleanup of any materials (such as HMA, trimmed pipe segments, packaging, etc.) left over from the contractor's staging operation in the adjoining lands is included in this scope of work. Smoothing of any and all ruts left from equipment, broadcast seeding and fertilizing and straw mulching by hand methods of any flat disturbed areas in the adjoining lands shall be done. Stockpiles of excess excavated soil from this contract, which is not contaminated, shall be either covered with plastic and weighed down with ropes and bags of gravel, or seeded and mulched at the Owner's direction.

Fencing belonging to others, and not rented directly by the Contractor, shall remain in place to be disposed of by others.

Full compensation for complying with the above provisions shall be considered as included in the contract price for Final Cleanup and no additional payment will be made.

13-36 CONSTRUCTION STAKING - Bid Item 82

There are control points on the project area from which to begin construction staking. Employ a qualified professional (licensed land surveyor or registered civil engineer) to provide construction staking for the project. The Contractor shall work with the qualified professional to retain a minimum of three of the original control points shown on Sheet 3 of the plans in Attachment 1 of these Special Provisions. If less than three are retained during the life of the project, whether or not through direct action of the Contractor, the Contractor shall retain the design firm to re-establish a minimum of three control points. The cost of such re-establishment shall be deducted from payment to the Contractor and paid directly to the design firm.

The design engineer shall cooperate with the Contractor to provide existing electronic files for use by the qualified professional to calculate the location of the various facilities to be constructed, and to set construction stakes.

Contractor shall furnish sufficient construction stakes to allow the Owner's representative to verify that various items in the contract are being constructed in the designated location and to the designated grades set forth in the various plans and details attached to these Special Provisions.

Full compensation for complying with the above provisions shall be considered as included in the contract price for Construction Staking and no additional payment will be made.

13-37 MITIGATION PLAN IMPLEMENTATION - Bid Item 84 with SELECT SUBCONTRACTOR

The work for this item consists of compliance with a Deed Restriction imposed by the North Coast Regional Water Quality Control Board(RWQCB). Attachment 4 to these Special Provisions contains the Section 401 Permit issued by the RWQCB. Attachment 5 to these Special Provisions contains the Site Enhance Plan required by the RWQCB as compensatory mitigation. Attachment 6 to these Special Provisions contains a copy of the deed restriction required by the RWQCB, which provides details about the installation of the compensatory mitigation elements and their monitoring. Attachment 7 to these Special Provisions contains the Streambed Alteration Agreement issued by the California Department of Fish and Wildlife. These documents are all coordinated and required specialty knowledge to comply with the stipulations. For this reason, a specialty contractor has been designated to perform the design of plantings and irrigation (as-built landscape and irrigation plans), furnish and plant the trees in the mitigation area at the tops of both banks of Gibson Creek. In addition, it is required to furnish and plant willow plantings, maintaining them with irrigation until they can survive without it. Maintenance shall be done by this firm until the contract is accepted by the Owner.

Thereafter, a separate agreement with the firm shall be executed by the Owner to do further maintenance and monitoring with the required reporting.

The Specialty Firm designated for this work is:
Prunuske- Chatham, Inc

400 Morris St # G, Sebastopol, CA 95472
(707) 824-4600
Contact: Celia Chatham at celia@pcz.com

Refer to Section 13-23 "Landscaping" for a description of the irrigation stub-outs which will be available to provide water to the various trees and willow plantings. There will be stubouts in a valve box on both sides of Gibson Creek adjacent to the areas of tree planting for mitigation of loss of riparian vegetation. There will be stubouts in a valve box at three corners of the bridge to facilitate watering the willow cuttings in the rock slope protection. The southwest corner may have water supplied from a stubout approximately 25 feet right of Engineer's Station 6+55, or about 60 feet south of the end of the southwest wingwall. A connection at this location may be made with the approval of the Owner's Representative.

It is intended that the Specialty Subcontractor will furnish, connect to existing sources, and install irrigation piping to assure the health of the plantings for several years. Where practical, drip irrigation on timers is desired. Water pressure is approximately 100 psi in this area. It is required that a pressure reduction system be installed to reduce the water pressure to approximately 30 psi for irrigation purposes. A part of the task for this bid item is to design an irrigation system, including pressure reducing equipment, battery energized timers, and filters, and have it approved by the Owner's Representative prior to purchasing the components and installing them.

The tree planting work in this contract includes:

- Furnishing, planting and maintaining 24 trees of designated species with at least four different varieties.
- 12 trees shall be planted on each side of the creek.
- Planting and staking in accordance with specified means and methods in Attachment 5.
- Providing an irrigation system on both sides of Gibson Creek. See Section 13-21 "Landscaping" of these Special Provisions for points of connection for irrigation.
- Coordinating with the City of Ukiah Water and Sewer Department to activate or de-activate irrigation water sources.
- Providing and maintaining protective fencing around each area where trees are planted.
- Provide Mitigation and Monitoring Reports as Specified in Paragraph 5 under "Terms and Conditions" of Attachment 4 to these Special Provisions (ending with the first report due by January 31, 2021.)
- Initiate "Project Tracking" as Specified in Paragraph 7 under "Terms and Conditions" of Attachment 4 to these Special Provisions (ending with the first report due by January 31, 2021.)

The willow planting work in this contract includes:

- Furnishing, planting and maintaining a minimum of four willow cuttings at each corner of the bridge (16 total, minimum).
- Acceptable species of willow are designated in attachment 5 to these Special Provisions.
- Provide means and methods to insert willow cuttings through the existing rock slope protection.
- Providing an irrigation system on both sides of Gibson Creek. See Section 13-21 "Landscaping" of these Special Provisions for points of connection for irrigation.
- Coordinating with the City of Ukiah Water and Sewer Department to activate or de-activate irrigation water sources.
- Provide Mitigation and Monitoring Reports as Specified in Paragraph 5 under "Terms and Conditions" of Attachment 4 to these Special Provisions (ending with the first report due by January 31, 2021.)
- Initiate "Project Tracking" as Specified in Paragraph 7 under "Terms and Conditions" of Attachment 4 to these Special Provisions (ending with the first report due by January 31, 2021.)

Although it is intended to rely on the expertise of the Specialty Subcontractor in the selection and planting of willow cuttings, the following is a general guide of what will be expected in completing this task:

Live Willow Plantings shall be cut from the appropriate species and taken from established willows near the project site and approved by the Owner's representative. When harvesting cuttings, select healthy, live wood that is reasonably straight. Use live wood at least 1 year old or older. Avoid suckers of current years growth as they lack sufficient stored energy reserves to sprout consistently. The best wood is 2-5

years old with smooth bark that is not deeply furrowed. Make clean cuts with unsplit ends. Trim branches from cutting as close as possible. The butt end of the cutting shall be pointed or angled and the top end shall be cut square. Identification of the top and bottom of cutting is accomplished by the angled cut. The angled cut end shall be soaked in water for a minimum of 5 days prior to placement.

Willow plantings shall be planted through the RSP, through an augured, "punched", or excavated hole. Live willows must be planted with angled cut ends into the ground and leaf bud scars or emerging buds should point up. The planted end of live poles shall have good contact with the soil. Soil should be well compacted around the vertical pole. If there is not insufficient native soil, additional soil should be added. Do not damage the buds, strip the bark or split the pole during installation. Split or damaged poles shall be removed and replaced.

This item is a lump sum payment item. Payment shall include full compensation for furnishing all labor, materials, trees and willow cuttings, tools, equipment, and incidentals including, but not limited to, coordinating with City of Ukiah for their coordination of the work as it proceeds, and working around their facilities, ground preparation in accordance with stipulated conditions in Attachment 5, trenching and backfill for irrigation piping, furnishing and installing irrigation piping and appurtenances, preparing sites for planting, maintenance during the contract period, and Mitigation and Monitoring Reports uploaded into the Project Tracking Site during the period ending on January 31, 2021, necessary to complete the work as specified herein or as directed by the Engineer.

13-38 8 INCH STEEL CASING WITH TWO INCH STEEL VENTS – Bid Item 85

Furnish and install a steel casing across Courthouse Boulevard at Engineer's Station 4+65. Center the length on the centerline of the street. Bury depth shall be a minimum of 44 inches to the top of the casing at the natural ground level on each side of the road prism (at approximate elevation 606.3). The casing shall be eight inch diameter by 80 linear feet long of Schedule 80 steel pipe, conforming to ASME/ANSI B36.10/19 materials.

Welding: Employ a certified welder to join lengths of pipe together to leave the interior smooth and free of jagged edges. Welded lengths shall not vary from a straight line by more than 1 degree. If the pipe is not conforming to this requirement, cut the weld and re-do the work until it does meet the requirement. Weld ¼ inch plates on each end to prevent entry of dirt prior to backfilling the trench. Provide documentation for the certified welder to the Owner's representative prior to initiating any welding.

Vents: Drill vertical holes in the top of the casing after it has sufficient backfill to be fixed in place. Holes shall be within six inches of each end of the casing. Weld two inch diameter black pipe vents into the eight inch casing. Extend the pipe vents a minimum of five feet above the adjoining ground surface beyond the toe of fill, and finish the vent with two ninety degree bends connected by a four inch nipple. Connect a 2 inch nipple at the end of the second elbow so that it points down vertically. Connect insect screen around each opening in the vents to prevent insects from nesting in the vent.

PG&E Review: Allow at least three working days for notification of a PG&E representative so that he or she can be present to review the welding process and installation of the casing.

Coordinate Depth with Joint Trench: Plan the vertical location of the casing so that it does not conflict with required separation depths of the electric conduits in the joint trench. Electric conduit may be deepened at the intersection of the joint trench with the steel casing to maintain the proper vertical clearance.

Bedding and Backfill: Bedding and Backfill shall conform to the provision of Section 13-29.8 "Bedding and Cover Materials" of these special provisions. Compaction shall be 95% minimum within 30 inches of finish grade of the road surface.

The casing shall be measured by the linear foot installed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including, but not limited to, coordinating with utility companies for their inspection of the work as it proceeds, and working around their facilities, welding pipe lengths, end caps and vents in place, structure excavation & backfill, and subgrade preparation, necessary to complete the work as specified herein or as directed by the Engineer.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions

The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site – Not required, but allowed.

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS**15-01. Sections of General Conditions to be Amended**

The following designated sections of the Special Provisions are hereby amended to read as follows:

The following section 6-08. Regulations and Permits is amended to read as follows:

6-08. Regulations and Permits. *The Contractor shall secure and pay for all permits not provided by Owner, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. Refer to paragraph 13-07 Permits and Plans for additional information.*

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Certificates and Documents F-J)
 - Unit prices filled out per instruction
 - Extended prices calculated correctly
 - Total bid amount calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Certificates and Documents)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Certificates and Documents)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Certificates and Documents)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Certificates and Documents)
 - Include California Contractor License Number for each
 - Include DIR Public Works Contractor Registration Number for each
 - Identify what portion of work to be performed
- **Statement of Experience** (Certificates and Documents)
- **Signature of Bidder** (Certificates and Documents)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Certificates and Documents)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Certificates and Documents)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Signed and Returned with Bid

**NORTH COAST RAILROAD AUTHORITY
MENDOCINO COUNTY, CALIFORNIA
PROPOSAL
FOR
COURTHOUSE INFRASTRUCTURE PROJECT
SPECIFICATION NO. NCRA-2020-01**

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the NCRA, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of NCRA Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies NCRA against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The

total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER: _____

SPECIFICATION NO. NCRA 2020-01

PROJECT NAME: COURTHOUSE INFRASTRUCTURE PROJECT

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
1	Construction Site Management	1	LS	\$ _____ -	\$ _____
2	Construction Area Signs	3	EA	\$ _____	\$ _____
3	Temporary Railing, Type K	100	LF	\$ _____	\$ _____
4	Temporary Check Dams	10	EA	\$ _____	\$ _____
5	Temporary Inlet Protection	8	EA	\$ _____	\$ _____
6	Temporary Fiber Rolls	2000	LF	\$ _____	\$ _____
7	Street Sweeping	1	LS	\$ _____	\$ _____
8	Furnish and Install Permanent Barricade	1	EA	\$ _____	\$ _____
9	Temporary Fence (ESA Type)	500	LF	\$ _____	\$ _____
10 (F)	Demolition of Existing Facilities	250	SY	\$ _____	\$ _____
11	Clearing and Grubbing	1	LS	\$ _____	\$ _____
12	Hand Excavation and Rearrangement of Tree Well	1	LS	\$ _____ -	\$ _____ -
13 (F)	Roadway Excavation	500	CY	\$ _____	\$ _____
14 (F)	Ditch Excavation	430	LF	\$ _____	\$ _____

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
15 (F)	LID Feature Excavation	210	CY	\$ _____	\$ _____
16 (F)	Imported Embankment	2,190	CY	\$ _____	\$ _____
17 (F)	Prepare Subgrade	54,000	SF	\$ _____	\$ _____
18 (F)	Structure Backfill (Bridge)	18	CY	\$ _____	\$ _____
19 (F)	Geotextile Stabilization Fabric (LID Feature)	770	SY	\$ _____	\$ _____
20 (F)	20 Mil Plastic Moisture Barrier	112	SY	\$ _____	\$ _____
21 (F)	Bioretention Structural Soil	380	CY	\$ _____	\$ _____
22 (F)	Lava Rock Backfill	100	CY	\$ _____	\$ _____
23 (F)	3 Inch Minus Crushed Stone	100	TON	\$ _____	\$ _____
24 (F)	¾" to 1 ½" Crushed Stone	50	TON	\$ _____	\$ _____
25 (F)	Landscape Soil Mix	290	CY	\$ _____	\$ _____
26	Prune Existing Tree	1	LS	\$ _____	\$ _____
27	Plant (Group B)	1	LS	\$ _____	\$ _____
28	Plant (Group H)	1	LS	\$ _____	\$ _____
29	Irrigation System (Median-Courthouse Blvd.)	1	LS	\$ _____	\$ _____

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
30	Irrigation System (Mitigation Area)	1	LS	\$ _____	\$ _____
31	Erosion Control (Hand Seeded and Strawed)	1	LS	\$ _____	\$ _____
32 (F)	Erosion Control (2 Step Hydroseed Method)	16,700	SF	\$ _____	\$ _____
33 (F)	Class 2 Aggregate Base, Roadway	2550	TON	\$ _____	\$ _____
34 (F)	Class 2 Aggregate Base, Sidewalk Area	530	TON		
35 (F)	Hot Mix Asphalt Street Paving	1,015	TON	\$ _____	\$ _____
36 (F)	RailTrail Realignment at Clay Street	120	LF		
37 (F)	Miscellaneous Hot Mix Asphalt Paving	60	TON	\$ _____	\$ _____
38 (F)	Bridge Wing Wall Cable Railing	70	LF	\$ _____	\$ _____
39 (F)	Bridge Structural Steel Railing	48	LF	\$ _____	\$ _____
40	Concrete Sidewalk	1,340	SF	\$ _____	\$ _____
41	Corner Accessible Ramp	3	EA	\$ _____	\$ _____
42	RailTrail Accessible Ramp	2	EA	\$ _____	\$ _____
43 (F)	Concrete Curb and Gutter (Edge Traveled Way)	1,900	LF	\$ _____	\$ _____
44 (F)	Concrete Notched Median Curb	1,045	LF	\$ _____	\$ _____

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
45 (F)	Concrete Paved Bus Stop	2	EA	\$ _____	\$ _____
46	Concrete Commercial Driveway Approach	1	EA	\$ _____	\$ _____
47	Connection to Existing 12 Inch Water Main - Perkins	1	EA	\$ _____	\$ _____
48 (F)	Furnish and Install 12 Inch C900 Pipe	50	LF	\$ _____	\$ _____
49 (F)	Furnish and Install 12 Inch Ductile Iron Pipe	200	LF	\$ _____	\$ _____
50	Furnish and Install Combination 3 Inch Air Valve with Protection Cage	1	EA	\$ _____	\$ _____
51 (F)	Furnish and Install 8 Inch by 4 Inch Structural Tube	40	LF	\$ _____	\$ _____
52 (F)	Furnish and Install 6" HDPE	40	LF	\$ _____	\$ _____
53 (F)	Furnish and Install 6 Inch Perforated HDPE(AASHTO M278)	180	LF	\$ _____	\$ _____
54 (F)	Furnish and Install 24 Inch Perforated HDPE(AASHTO M252 or M294)	300	LF	\$ _____	\$ _____
55 (F)	Furnish and Install 12 Inch HDPE (TYPE S)	200	LF	\$ _____	\$ _____
56 (F)	Furnish and Install 15 Inch HDPE (TYPE S)	150	LF	\$ _____	\$ _____
57 (F)	Furnish and Install 18 Inch HDPE (TYPE S)	680	LF		
58 (F)	Furnish and Install 24 Inch HDPE (TYPE S)	180	LF	\$ _____	\$ _____
59	Install Owner Supplied 48 Inch Standard Sewer MH	3	EA	\$ _____	\$ _____

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
60	Install Owner Supplied 48 Inch Square Precast Storm Drain Junction Box	3	EA	\$ _____	\$ _____
61	Furnish and Install 18 Inch Square Precast Catch Basin - LID	2	EA	\$ _____ -	\$ _____ -
62	Furnish and Install 36 Inch by 48 Inch Precast Catch Basin - LID	1	EA	\$ _____	\$ _____
63	Furnish and Install 12 Inch Diameter Plastic Drain Basin	2	EA	\$ _____	\$ _____
64 (F)	Furnish and Install 4 Inch Schedule 40 PVC Conduit, Electric Power	1,470	LF	\$ _____	\$ _____
65 (F)	Furnish and Install 4 Inch Schedule 40 PVC Conduit, Telephone and Cable	4,080	LF	\$ _____	\$ _____
66 (F)	Furnish and Install 1 Inch Schedule 40 PVC Conduit, Street Lights	980	LF	\$ _____	\$ _____
67 (F)	Furnish and Install 1 Inch Rigid Steel Conduit, Street Lights	170	LF	\$ _____	\$ _____
68	Install City Furnished Pedestal. Complete	3	EA	\$ _____	\$ _____
69	Install City Furnished 25 kva Transformer, Complete	1	EA	\$ _____	\$ _____
70	Furnish and Install CATV Service Vaults, Complete	3	EA	\$ _____	\$ _____
71	Furnish and Install AT&T Service Boxes, Complete	3	EA	\$ _____	\$ _____
72	Install City Furnished Street Lights, Complete	9	EA	\$ _____	\$ _____
73	Furnish and Install Miscellaneous Signs	16	EA	\$ _____	\$ _____
74	Furnish and Install Continental Style Crosswalk Markings	1	EA	\$ _____	\$ _____

Line # (F or P)	Description	Unit of Measure	Quantity	Unit Price	Extended Amount for Item
75	Furnish and Install Standard Caltrans Crosswalk and Stop Limit Lines	5	EA	\$ _____	\$ _____
76 (F)	Furnish and Install No Passing Zone Line	260	LF	\$ _____	\$ _____
77 (F)	Furnish and Install Bike Lane Lines	2,080	LF	\$ _____ -	\$ _____ -
78 (F)	Furnish and Install Channelizing Lane Line	170	LF	\$ _____	\$ _____
79	Furnish and Install Miscellaneous Pavement Markings	1	LS	\$ _____	\$ _____
80	Final Cleanup	1	LS	\$ _____	\$ _____
81	Mobilization and Demobilization	1	LS	\$ _____ _____	\$ _____ _____
82	Construction Staking	1	LS	\$ _____	\$ _____
83	SWPPP Management	1	LS	\$ _____ _____	\$ _____ _____
84 (F-S)	Mitigation Plan Implementation	1	LS	\$ _____ _____	
85 (F)	8 Inch Steel Casing with 2 Inch Vents	80	LF	\$ _____ -	\$ _____ -
TOTAL BASE BID AMOUNT					\$ _____

We, the undersigned, acknowledge that the NCRA has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of NCRA to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of NCRA. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20_____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE
MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works

Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

COURTHOUSE INFRASTRUCTURE PROJECT

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

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 undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) *Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.*

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____ (insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

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

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

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the NCRA in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the NCRA, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to NCRA Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the _____, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of NCRA, Ukiah, California, on _____ for the Courthouse Infrastructure Project.

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

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

Principal _____ (Seal)

_____ (Seal)

_____ (Seal)

Surety _____ (Seal)

_____ (Seal)

_____ (Seal)

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To _____, _____ :

The undersigned in submitting a bid for performing the COURTHOUSE INFRASTRUCTURE PROJECT by contract, being duly sworn, deposes and says:
that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

**NORTH COAST RAILROAD AUTHORITY
MENDOCINO COUNTY, CALIFORNIA
AGREEMENT
FOR
COURTHOUSE INFRASTRUCTURE PROJECT
SPECIFICATION NO. NCRA-2020-01**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the North Coast Railroad Authority, Mendocino County, California, hereinafter called NCRA and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, NCRA has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to NCRA a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, NCRA, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within One Hundred (100) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by NCRA. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from NCRA, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That NCRA shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of NCRA.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, NCRA or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The NCRA shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, NCRA shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should NCRA determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to NCRA, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. NCRA may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent NCRA or the State of California from pursuing any other remedies that may be available at law.

- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
- (1) The Contractor shall provide evidence, as required by NCRA that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by NCRA, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by NCRA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify NCRA of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this ____ day of _____, 20____.

NORTH COAST RAILROAD AUTHORITY, UKIAH, CALIFORNIA

By: _____
Title: _____ NCRA,

Attest: _____
Title: _____ NCRA,

CONTRACTOR, _____

By: _____

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this ____ day of _____, 20 ____.

_____, ATTORNEY, _____

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the North Coast Railroad Authority (NCRA) and _____ (Contractor).

Contractor is constructing the Courthouse Infrastructure Project for NCRA in Ukiah, California.

As a condition of issuing the work order, attached hereto, NCRA requires assurance that Contractor will protect NCRA from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

- 1. **Indemnification.** Contractor shall indemnify and hold harmless NCRA and its officers, agents, and employees, and project consulting engineers, from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of NCRA or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

North Coast Railroad Authority
Ukiah, California
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

are held firmly bound unto **THE NORTH COAST RAILROAD AUTHORITY**, hereinafter called the "NCRA", in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with _____, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify NCRA for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of NCRA shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____ (SEAL)
 (Corporate Principal)

 (Business Address)

 (City/State/Zip Code)

ATTEST:

_____ (Corporate Principal) Affix
 Corporate Seal

 (Business Address)

 (City/State/Zip Code)

ATTEST:

_____ (Corporate Surety) Affix
 Corporate Seal

 (Business Address)

 (City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the
 _____ Secretary of the corporation named as Principal in the foregoing
 bond; that _____, who signed the said bond on behalf of the
 Principal, was then _____ of said corporation; that I know
 his signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and
 attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

North Coast Railroad Authority
Ukiah, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____
_____.

AS PRINCIPAL, and

_____.

AS SURETY,

are held firmly bound unto **THE NORTH COAST RAILROAD AUTHORITY**, hereinafter called the "NCRA" in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with NCRA, dated _____, 20____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify NCRA for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of NCRA shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charges is \$ _____.

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____

_____ Secretary of the corporation named as Principal in the foregoing bond;

that _____, who signed the said bond on behalf of the Principal,

was then _____ of said corporation; that I know his

signature, and that his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

North Coast Railroad Authority
Ukiah, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as **PRINCIPAL**

and _____

_____, as **SURETY,**

are held and firmly bound unto the _____ as Obligee, in the penal sum of

_____ (\$ _____),

(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the North Coast Railroad Authority, dated _____, for construction of the COURTHOUSE INFRASTRUCTURE PROJECT,

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety