PROJECT MANUAL

FOR

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

MONO COUNTY, CALIFORNIA

Notice to Bidders
Instructions to Bidders
Proposal Forms
Standard Agreement
Technical Specifications

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

July 2014

PRE-BID CONFERENCE:

11:00 am, Wednesday, July 23, 2014
Mountain Gate Project Site
Off Highway 395, ½ mile south of Walker, CA

BID SUBMITTAL DEADLINE:

3:00 pm, Monday, August 4, 2014
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 715
Bridgeport, California 93517

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CERTIFICATION PAGE

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Project Manual and Technical Specifications Prepared for:

County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

Prepared by:

REGISTERED PROFESSIONAL ENGINEER
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STATE OF CALIFORNIA

07.08.14

Jeremy J. Hutchings, PE

R.O. Anderson Engineering Inc.
Post Office Box 2229
Minden, NV 89423
(775) 785-2322

Date: July 8, 2014

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TABLE OF CONTENTS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Section I

Notice to Bidders NTB-1-2
Instructions to Bidders ..... IB-1 - 7

Proposal Forms:

Proposal BD-1
Bid Schedule ..... BD-2 - 5
List of Subcontractors ..... BD-6 - 8
Acknowledgements BD-9
Disclosures and Certifications BD-10-13
Bidder's Qualification Statement BD-14-21
Bid Bond BD-22-23

Section II

Standard Agreement ..... SA-1 - 42
Faithful Performance Bond SA-40
Labor and Materials Payment Bond SA-41
Maintenance-Warranty Bond SA-42

Section III

Technical Specifications ..... TS-1 – 20
Structural Calculations ..... 1 – 14
General Construction Specifications ..... GCS-1 – 14

Section IV

Project Plans .....

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SECTION I

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS AND PROPOSAL

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Notice is hereby given that the Mono County Department of Public Works calls for bids from qualified licensed General Engineering and Earthwork and Paving contractors for the **MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT (the "Project")**. The major work items of this Project are: clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, ADA parking and access, concrete work, temporary and permanent soil stabilization measures, and temporary irrigation system, planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping all of which are further described in the Project Manual.

The Project Manual and Project Plans provide in detail the County's requirements for the project. Project documents are available by contacting the Mono County Department of Public Works in person at 74 N. School Street in Bridgeport, California, by telephone at 760.932.5440, by regular mail at P.O. Box 457, Bridgeport, California, 93517, or by email to monopw@mono.ca.gov. Project documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov . Please note that if you choose to download the bid package from our website, be sure to contact us to be added to the planholders list; otherwise, you may not be notified of bid addenda. Up to two sets of the Project Manual and Project Plans will be provided to each bidder at no charge. Additional sets may be downloaded from the County website or they may be purchased for a non-refundable fee of $50 per set. Checks should be made payable to "County of Mono."

In order to be eligible for award of a contract for the project, a bidder must possess at least one of the following classification(s) of contractor's license: **Class A – General Engineering, C8 – Concrete, C12 – Earthwork and Paving, C27 Landscaping, C32 – Parking and Highway Improvements**.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent of the total bid, and shall be submitted in a sealed, opaque envelope clearly labeled with **Mountain Gate Phase 2 Fishing Access Project** on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) will not be considered.

The work must be completed within **28 calendar days**.

A pre-bid conference and site visit will be held at the Mountain Gate Project Site located off Highway 395, ½ mile south of Walker, California. The meeting is scheduled for **11:00 am, Wednesday, July 23, 2014**. **Bidder attendance is highly encouraged, but not mandatory.**

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm, Monday August 4, 2014**. As soon thereafter as is practicable, all bids received by the Clerk by the bid submission deadline will be taken to the Department of Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded.

All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the bidder unopened.

Bidders are advised that due to the remote nature of central Mono County, “overnight” delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

Present bidders' inquires to the Mono County Department of Public Works, 74 North School Street, Bridgeport, California, 93517 (760) 932-5440. Bid inquires must be received by **4:00 PM on the third day** before bid opening.

Inquiries or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

V. White

Vianey White, Project Manager
Mono County Department of Public Works

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

1. SECURING BID DOCUMENTS

The Project Manual (Notice to Bidders, Instructions to Bidders, Proposal Forms, Standard Agreement, Technical Specifications and Project Plans) all of which comprise the Contract Documents, provide in detail the County's requirements for the Project. Contract documents are available by contacting the Mono County Department of Public Works in person at 74 N. School Street in Bridgeport, California, by telephone at 760.932.5440, by regular mail at P.O. Box 457, Bridgeport, California, 93517, or by email to monopw@mono.ca.gov . Project documents may also be viewed and/or obtained on-line by following the links on the Mono County website at www.monocounty.ca.gov . Please note that if you choose to download the bid package from our website, be sure to contact us to be added to the planholders list; otherwise, you may not be notified of bid addenda. Up to two sets of the Project Manual and Project Plans will be provided to each bidder at no charge. Additional sets may be downloaded from the County website or they may be purchased for a non-refundable fee of $50 per set. Checks should be made payable to "County of Mono." Allow three to five business days for the printing of additional sets.

2. PRE-BID CONFERENCE

A pre-bid conference and site visit will be held at the Mountain Gate Project Site located off Highway 395, ½ mile south of Walker, California. The meeting is scheduled for **11:00 am, Wednesday, July 23, 2014.** Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all planholders will be notified in advance. **Bidder attendance is highly encouraged, but not mandatory.**

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

A. For information not provided in the Project Manual or the Project Plans, the bidder shall refer to the Standard Plans or Standard Specifications.

B. Should a bidder find discrepancies or ambiguities, or omissions from, the Project Manual and Project Plans, or should there be doubt as to their meaning, he or she shall at once notify the Project Manager and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted online. Failure to raise such concerns prior to the submission of a bid will be deemed a waiver of such issues.

C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual and Project Plans, and a submission of a bid constitutes agreement by the bidder that he or she has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder merely to direct the bidder's attention to the specific provisions of the Project Manual or Project Plans that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount

of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

A. For bids to receive consideration, they shall be made in accordance with the Notice to Bidders, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Proposal Forms contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. The completed Bid Proposal forms shall be without interlineations, alterations, or erasures.

B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-23**) may be separated from the Project Manual for purposes of bid submittal. For convenience, a separate additional copy of the Proposal Forms is furnished to all plan-holders.

C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.

D. Bidders are advised that there is limited funding available for this Project. After bid opening, the County will determine available funding for construction; and, if it chooses to do so, will award a contract for construction of that Project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the “Bidder’s Grand Total” on page **BD-5**.

E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the form of the Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the Bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidence that the person signing the Proposal Form is authorized to bind or obligate the bidder to any agreement.

F. Bidder’s attention is directed to the insurance and bond requirements described below and as provided in the Standard Agreement. It is highly recommended that the bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in the Bidder’s bid.

G. Each Bidder shall inform itself of, and the Bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

H. Bid Forms (pages **BD-1 through BD-23**) and Bidder's bid security must be received in a sealed, opaque envelope clearly labeled with MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.

I. To be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm, Monday August 4, 2014.** Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.

J. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A Bidder may modify its bid by written communication provided such communication is received by the Board Clerk up to, but not later than, the bid-submission deadline described above. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the Bidder up to, but not later than, the time fixed for the bid submission deadline. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the Bidder. Bids so withdrawn will be returned unopened to the Bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the Bidder in preparing the bid shall not empower the Bidder to withdraw the bid subsequent to the opening of bids.

8. AGREEMENT AND BONDS

A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of the bid made payable to the County of Mono. This security shall be given as a guarantee that the Bidder will enter into a contract if awarded the work, and may be forfeited by the Bidder and retained by the County if the Bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five calendar days after provision by the County of a complete and final contract for execution by Contractor.

B. The successful Bidder will be required to furnish a labor and materials bond in an amount equal to 100 percent of the contract price, and a faithful performance bond in an amount equal to 100 percent of the contract price. In addition, the successful Bidder, as Contractor, will be required to furnish a one-year warranty bond upon Project completion, pursuant to the requirements in the Standard Agreement. Only surety bonds issued by an Admitted Surety Insurer, as defined in Paragraph 11 of the Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included with this Project Manual.

C. The Contract Documents include a Standard Agreement, which the successful Bidder, as Contractor, will be required to execute, and the insurance and bonds, which he will be required to furnish.

D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the bid-submission deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works conference room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bids received after the bid-submission deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Mono County Department of Public Works (Public Works) will evaluate the bids, identify the lowest responsive bid by a responsible Bidder, and distribute to all bidders a Notice of Intent to Award the contract to that identified Bidder along with a ranked tabulation of all bid amounts submitted. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low Bidder, and such other Bidders as Public Works deems appropriate, appears to be a “responsible bidder.” Said investigation will involve checking the Contractor’s and any listed subcontractor’s license status and eligibility to contract for public works, and may also include a request for Bidder references and/or insurance certificates, a request for documents demonstrating the Bidder’s solvency and available resources to timely complete the work, and consideration of the Bidder’s performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect contract price.

11. BID PROTEST PROCEDURE

A bid protest period shall commence immediately upon distribution of the Notice of Intent to Award the contract, during which time any interested person or entity may file a protest in accordance with the directions below with respect to the apparent low bid, or to any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low Bidder, or of any other Bidder.

Bidders who wish to lodge a protest as to the award of the contract must do so before 4:30 p.m. of the 5th business day following the notice of intent to award the contract. Bid protests must be received by the Mono County Department of Public Works, located at 74 North School Street, Post Office Box 457, Bridgeport, California, 93517, before the bid protest deadline. Delivery may be by mail or hand delivery to this address, or by facsimile (fax) to 760.932.5441, or by email to vwhite@mono.ca.gov. Failure to timely file a written protest shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bid protests must be submitted in writing to the Director of the Department of Public Works and include the following: 1) the name of the person or entity making the protest, 2) the name of the bid project, 3) a complete statement of all legal and factual grounds for the protest, 4) any documentation supporting the protestor’s grounds for the protest, and 5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested Bidder shall have three (3) business days to respond to the Department and to provide any

information requested by the Department. The Department shall respond to the protesting party, stating its findings. The Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

In addition to other requirements related to claim presentation, the protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County of Mono, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a Bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

A. After expiration of the bid protest deadline, the County may, in its discretion: Award a contract notwithstanding the filing of a bid protest; refrain from awarding a contract pending resolution of any or all bid protests; or otherwise proceed as it deems appropriate, including without limit rejecting all bids received. If it chooses to award one, the County shall award the contract to the Bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, the contract will not be in force until it is approved and fully executed by the County and the Bidder.

B. Payment under any contract resulting from this Invitation for Bids will be consistent with the contract agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, national origin, or membership in any other protected class under state or federal law.

C. Contract award, if made, is anticipated to occur within two weeks after the date of bid opening but could, however, occur up to 60 days after said date. In such an event, all Bidders will be notified in writing that additional time will be required. No bid can be withdrawn during this period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect. Mono County assumes no responsibility for any costs the Bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

A. Accompanying the County's Notice of Award will be the Agreement, which the successful Bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five calendar days following receipt of such Agreement and Notice of Award. Failure to do so shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of the Agreement.

B. In the event the successful Bidder is unable to physically deliver the required bonds and insurance certificates, the Bidder shall, prior to the commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.

C. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible Bidder, and so forth, until a fully-executed Agreement and acceptable bonding and insurance certificates are received by the County.

D. The bid security of all Bidders will be retained by the County until an Agreement is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is

received, after which those bid securities, except any that may have been forfeited, will be returned to the respective Bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

A. If awarded a contract, the Bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The Bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project work will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.

B. Each Bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or $10,000, whichever is greater, of the Bidder's bid.

C. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.

D. No Contractor whose bid is accepted shall, without consent of the Public Works Director, either:

   (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or,

   (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or,

   (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Bidder's bid as to which its original bid did not designate a subcontractor.

E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Public Works Director, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.

F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Bidder must employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Plans and specifications, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, the Bidder shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Public Works Director stating such fact. Substituted materials shall have the written approval of the Public Works Director, or his authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

A. The successful bidder, as Contractor, will be required to furnish a valid Mono County Business License issued by the Mono County Treasurer prior to commencing the work.

B. In order to be eligible for award of a contract for the Project, a bidder must possess at least one of the following classification(s) of contractor's license: **Class A – General Engineering, C8 – Concrete, C12 – Earthwork and Paving, C27 Landscaping, C32 – Parking and Highway Improvements**.

C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business & Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. The contractor shall possess the appropriate licenses to cover the above advertised work.

19. LABOR REQUIREMENTS

The services and work to be provided by Contractor for this Project constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, the successful bidder, as Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the Project. Copies of prevailing wages, as determined by the Director of the California Department of Industrial Relations, are on file at the office of the Mono County Department of Public Works, located at 74 North School Street in Bridgeport, California, and are available to any interested party upon request. These wages are not included in the Contract Documents for the Project. Changes, if any, to prevailing wage rates will be available at the same location.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The work shall be completed within **28 calendar days**. By submitting a bid proposal, Bidder acknowledges that the Bidder has fully read Section 14.2 of attachment B of the Sample Agreement, that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions, and that it is agreed by both parties that Contractor will pay Mono County the liquidated damages specified in attachment B of the Sample Agreement.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Proposal of _____ (hereinafter, "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (e.g., "a partnership;" "a corporation;" "an individual"), as applicable to the County of Mono, (hereinafter, "the County"). This bid proposal consists of the attached pages **BD-1 through BD-23**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT in strict accordance with the Instructions to Bidders, Project Plans, Technical Specifications, Agreement, any applicable addenda, and other Contract Documents within the time set forth therein and at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work contemplated under the Agreement.

By submission of this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under the Agreement on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 28 calendar days thereafter**, pursuant to the provisions specified in the Sample Agreement.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder's compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder's Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor's Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

_____

Bidder's Signature Date

(Add seal if by a corporation)

BID SCHEDULE

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID: Construct MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT					
1	1	LS	Mobilization, at _____ _____ Per Lump Sum	$_____	$_____
2	1	LS	Clear and Grub, at _____ _____ Per Lump Sum	$_____	$_____
3	1	LS	Demolition and Temporary Erosion Control, at _____ _____ Per Lump Sum	$_____	$_____
4	319	CY	On-site Earth Movement, at _____ _____ Per Cubic Yard	$_____	$_____
5	46	CY	Export Cut Material, at _____ _____ Per Cubic Yard	$_____	$_____
6	2	EA	Trash Receptacle, at _____ _____ Per Each	$_____	$_____
7	1	LS	Pavement Marking, at _____ _____ Per Lump Sum	$_____	$_____

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID: Construct MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT					
8	727	SF	PCC Flatwork, at _____ _____ Per Square Foot	$_____	$_____
9	3,500	SF	Aggregate Base Road Section, at _____ _____ Per Square Foot	$_____	$_____
10	8	EA	Picnic Table, at _____ _____ Per Each	$_____	$_____
11	1	LS	PAR Course, at _____ _____ Per Lump Sum	$_____	$_____
12	6	EA	Interpretive Sign, at _____ _____ Per Each	$_____	$_____
13	1	LS	Fishing Platform, at _____ _____ Per Lump Sum	$_____	$_____
14	9,450	SF	Decomposed Granite Pedestrian Path, at _____ _____ Per Square Foot	$_____	$_____
15	1	LS	Riparian Interaction Area, at _____ _____ Per Lump Sum	$_____	$_____

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID: Construct MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT					
16	1	LS	Amphitheater, at _____ _____ Per Lump Sum	$_____	$_____
17	18	LF	River Access Steps, at _____ _____ Per Linear Foot	$_____	$_____
18	2	EA	Scenic Byway Sign, at _____ _____ Per Each	$_____	$_____
19	656	LF	Redwood Header, at _____ _____ Per Linear Foot	$_____	$_____
20	10	EA	Bollard, at _____ _____ Per Each	$_____	$_____
21	1	LS	Temporary Irrigation, at _____ _____ Per Lump Sum	$_____	$_____
22	1	LS	Temporary Traffic Control, at _____ _____ Per Lump Sum	$_____	$_____
23	1	EA	Bike Rack, at _____ _____ Per Each	$_____	$_____

BID ITEM	ESTIMATED QUANTITY	UNIT	ITEM & UNIT BID PRICE (in words)	UNIT PRICE (in numbers)	BID AMOUNT
BASE BID: Construct MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT					
24	6	EA	Trees, at _____ _____ Per Each	$_____	$_____
25	55	EA	Shrubs, at _____ _____ Per Each	$_____	$_____
26	1	LS	Construction Control Stakes, at _____ _____ Per Lump Sum	$_____	$_____

BIDDER'S GRAND TOTAL* (Sum of items 1 - 26)	**$**_____

* County will use this total to compare bids and determine apparent low bidder.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars ($10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

Notes:
A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor's license number of each subcontractor.
B. Vendors or suppliers that will be providing materials only need not be listed.
C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $
Name	*Phone*	☐ < $1 million	
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	

Firm Name & Address	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
City State ZIP	*License*	☐ > $15 million	Value of work: $
		☐ < $5 million	
Address	*Fax*	☐ < $10 million	
		☐ < $15 million	
City State ZIP	*License*	☐ > $15 million	Value of work: $

ACKNOWLEDGEMENTS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: Issuance Date: _

Subject Matter: _____

Addendum Number: Issuance Date: _

Subject Matter: _____

Addendum Number: Issuance Date: _

Subject Matter: _____

Addendum Number: Issuance Date: _

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

MOUNTAIN GATE PHASE 2 FISHING ACCESS: Yes____ No____

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DISCLOSURES AND CERTIFICATIONS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

QUESTIONNAIRE A

In accordance with Public Contract Code Section 10162, the Bidder shall complete the following questionnaire:

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor_____, hereby certifies that it has_____, has not_____, participated in a previous Contract subject to the equal opportunity clauses required by Executive Order 10925, or Executive Order 11114, or Executive Order 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

NOTE: If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt form the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, officer manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exception in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

NOTES: Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BIDDER'S QUALIFICATION STATEMENT

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the bid-submission deadline if circumstances warrant and to waive any error or defect in a Bidder's Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Draft Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three years. A minimum of three successfully-completed highway and/or roadway rehabilitation construction projects are required. Use one page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty,* signed *Settlement Agreement,* and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each Principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current Organizational Chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

Note: This Statement constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this Statement.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated
If Partnership, state whether general or limited
If Sole Proprietorship, include name of owner
If Joint Venture*, include name all partnering firms

(*Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1).

B. Is the firm certified as a Minority Business Enterprise (MBE) or Women Business Enterprise (WBE)?

_____ Yes (attach certification letter) _____ No

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	**Person 1**	**Person 2**	**Person 3**
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)

3. FINANCIAL INFORMATION:

A. Are there any liens outstanding against the Contractor? ☐ Yes ☐ No
(if yes, provide a detailed explanation on an attached sheet)

B. Has the Contractor, Principals or Key Personnel been party to a bankruptcy or reorganization proceeding with the last five years? ☐ Yes ☐ No
(if yes, provide a detailed explanation on an attached sheet)

C. Annual sales dollar volume of Contractor: $_____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

A. During the past five years has the Contractor:

i. Been subject of a lien or claim of $25,000 or more by a subcontractor or supplier? ☐ Yes ☐ No

ii. Failed to complete a contract? ☐ Yes ☐ No

iii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? ☐ Yes ☐ No

iv. Been defaulted on any contract? ☐ Yes ☐ No

v. Had a contract terminated? ☐ Yes ☐ No

vi. Had liquidated damages assessed against it upon completion of a contract? ☐ Yes ☐ No

vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? ☐ Yes ☐ No

B. During the past five years has the Contractor, Principals or Key Personnel:

i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? ☐ Yes ☐ No

ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? ☐ Yes ☐ No

iii. Been convicted after trial or by plea of any felony under state or federal law? ☐ Yes ☐ No

iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? ☐ Yes ☐ No

v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? ☐ Yes ☐ No

vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? ☐ Yes ☐ No

vii. Been found to have committed an OSHA "serious violation"? ☐ Yes ☐ No

viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? ☐ Yes ☐ No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in **General Engineering, Earthwork, Concrete and/or landscaping** construction projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

☐ mark if continued on attached sheet

B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- ☐ 1. Sitework
- ☐ 2. Concrete
- ☐ 3. Masonry
- ☐ 4. Metals
- ☐ 5. Carpentry
- ☐ 6. Thermal & Moisture Protection
- ☐ 7. Doors & Windows
- ☐ 8. Finishes
- ☐ 9. Specialties
- ☐ 10. Equipment
- ☐ 11. Furnishings
- ☐ 12. Special Construction
- ☐ 13. Conveying Systems
- ☐ 14. Mechanical
- ☐ 15. Electrical
- ☐ 16. Plumbing
- ☐ 17. HVAC
- ☐ 18. Sprinkler
- ☐ 19. ATC
- ☐ 20. Balancing
- ☐ 21. Fire Alarms
- ☐ 22. Security
- ☐ 23. Pre-fabricated Equipment

C. Contract Capability (determined by size of previous work and bonding capacity):

- ☐ 1. $0 - $10,000
- ☐ 2. $0 - $50,000
- ☐ 3. $0 - $100,000
- ☐ 4. $0 - $250,000
- ☐ 5. $0 - $500,000
- ☐ 6. $0 - $1,000,000
- ☐ 7. $0 - $5,000,000
- ☐ 8. $0 - $10,000,000
- ☐ 9. $0 - >$10,000,000

D. Use the following forms (i.e. pages BD-37 – BD-39) to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project – three minimum).

PROJECT EXPERIENCE WITH **GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING** CONSTRUCTION PROJECTS

Project Status:
- ☐ Project completed
- ☐ Work in progress

Contractor's Role*:
- ☐ Prime Contractor
- ☐ Subcontractor
- ☐ Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): $_____ Was project bonded? ☐ Yes ☐ No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? ☐ Yes ☐ No

Start Date:____ Scheduled Completion Date:_____ Actual Completion Date:__

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

_____

_____

PROJECT EXPERIENCE WITH **GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING** CONSTRUCTION PROJECTS

Project Status:
- ☐ Project completed
- ☐ Work in progress

Contractor's Role*:
- ☐ Prime Contractor
- ☐ Subcontractor
- ☐ Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): $_____ Was project bonded? ☐ Yes ☐ No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? ☐ Yes ☐ No

Start Date:____ Scheduled Completion Date:_____ Actual Completion Date:__

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

_____

_____

PROJECT EXPERIENCE WITH **GENERAL ENGINEERING, EARTHWORK, CONCRETE AND/OR LANDSCAPING** CONSTRUCTION PROJECTS

Project Status:
- ☐ Project completed
- ☐ Work in progress

Contractor's Role*:
- ☐ Prime Contractor
- ☐ Subcontractor
- ☐ Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): $_____ Was project bonded? ☐ Yes ☐ No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? ☐ Yes ☐ No

Start Date:____ Scheduled Completion Date:_____ Actual Completion Date:__

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

_____

_____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____ the Contractor in the contract hereto annexed, as Principal, and _____, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the County of Mono (hereinafter, "Owner") in the sum of $ _____ lawful money of the United States. Principal has submitted the accompanying bid for

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

PRINCIPAL:

Executed on: _____ By: _____

(Seal of Corporation) Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____

_____

_____

_____

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____

_____

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

_____
SURETY

By: _____
(Attorney-in-Fact)

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SECTION II

STANDARD AGREEMENT

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AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "the County"), may have the need for the [service] services of [Corporation]/[[Name(s)], [an] individual[s]], doing business as [name], of [City], [State] (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

This Agreement includes and is subject to the provisions of the Bid & Contract Documents, including the Project Manual as well as the Caltrans Standard Specifications (2010) and the Caltrans Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use, which documents are referenced and incorporated herein.

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Contractor to perform under this Agreement shall be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Contractor for services and work to be performed under this Agreement shall be based upon the County's need for such services or work.

Services and work provided at the County's request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement the additional contract terms attached hereto as Attachment B, and by reference incorporated herein.

2. TERM

The term of this Agreement shall be from [Month Day, Year], through [Month Day, Year], unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Contractor in accordance with the "Schedule of Fees" (set forth in Attachment A, attached hereto and by reference incorporated herein) for the services and work described in the Scope of Work (set forth in Attachment A) which are performed by Contractor at the County's request.

B. Travel and Per Diem.

Unless otherwise agreed by the parties, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement.

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $X0,000 (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in the Scope of Work, which were done at the County's request. The statement will cover the period from the first day of the preceding month through and including the last day of the preceding month. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, the County will not withhold any federal or state income taxes or social security from any payments made by the County to Contractor under the terms and conditions of this Agreement.

(2) The County shall withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one-thousand fifteen hundred dollars ($1,500.00).

(3) Except as set forth above, the County has no obligation to withhold any taxes or payments from sums paid by the County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by the County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the State Franchise Tax Board.

4. WORK SCHEDULE

Upon the issuance of a "Notice to Proceed," Contractor's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Contractor must be properly licensed as a contractor from contract award through Contract acceptance as set forth in Public Contract Code section 10164.

Any additional licenses, certificates, or permits required by the federal, state, County, or municipal governments for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, contractor's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services, and telephone service as is necessary for Contractor to provide the services and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. The costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of the County.

Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to the County.

8. WORKERS' COMPENSATION

Contractor shall provide workers' compensation insurance coverage, in the legally required amount, for all Contractor's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Contractor acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Contractor has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Contractor, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

9. PUBLIC WORK

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment C.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars ($25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

10. INSURANCE

A. General Liability.

Contractor shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Contractor under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than five million dollars ($5,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this Agreement, Contractor shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and, 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without 30 days' written notice to the County.

B. Business Vehicle.

Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the services and work requested by the County, as described in the Scope of Work Letters issued pursuant to this Agreement. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Professional Errors and Omissions Liability Insurance.

Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Contractor prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Contractor must purchase "extended reporting" coverage for a minimum of five years after the completion of services and work performed under this Agreement. This requirement may be waived in writing by the County's Risk Manager if he determines that there is no significant exposure to such risks.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Contractor and must be approved by the County prior to Contractor commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. 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 for Contractor.

F. Unemployment, Disability, and Liability Insurance

Contractor shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor in performing work associated with this Agreement.

11. BOND REQUIREMENTS

Contractor shall furnish and maintain in effect the following bonds: 1) a labor and materials payment bond in an amount equal to <u>one hundred percent (100%)</u> of the contract price; 2) a faithful performance bond in an amount equal to <u>one hundred percent (100%)</u> of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to <u>ten percent (10%)</u> of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County

Counsel. Sample bond forms, acceptable to the County Counsel, are attached to this Agreement and may be utilized by the Contractor. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement.

12. STATUS OF CONTRACTOR

All acts of Contractor, its subcontractors, agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of the County.

13. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or subcontractors. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

14. RECORDS, AUDIT, AND INSPECTION OF SITE

A. Records.

Contractor shall prepare and maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement and any other records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions ("Records"). Contractor shall maintain these records for a minimum of four years from the date of final payment under this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits.

Any authorized representative of the state, State Auditor, County, , or any duly authorized representative of the Federal Government shall have access to the Records for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period the Records are to be maintained by Contractor. Further, the County, the state, and the shall have the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. NON-DISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate, harass, or allow harassment in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, national origin, physical disability, medical condition, marital status, age, sexual orientation, sex, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations, which regulations are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

16. TERMINATION

Any termination of the Agreement shall be in accordance with and as set forth in Section 7 of Attachment B of this Agreement.

17. ASSIGNMENT

This is an agreement for the services of Contractor. The County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

18. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination. Contractor's attention is further directed to provisions related to liquidated damages for untimely performance set forth in Exhibit B to this Agreement.

19. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 24 below.

20. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

21. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict of interest statement.

Contractor shall disclose any financial, business, or other relationship with County that may have an impact on the outcome of this Agreement, or any ensuing County construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which may follow.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion: to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

23. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

24. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. FUNDING LIMITATION

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction

or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 28 below.

26. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

27. ASSIGNMENT OF CLAIMS

Pursuant to Public Contract Code section 7103.5, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

28. EXCAVATIONS OR TRENCHING EXCEEDING FOUR FEET

Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Upon receipt of notice from Contractor as provided above, County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this Agreement.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

29. AMENDMENT

This Agreement may be extended, modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

30. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the County shall be required, or may desire, to make, shall be in writing and may be personally serviced, or sent by prepaid first class mail to the respective parties as follows:

County of Mono:	Contractor:
Department of Public Works	[Contractor]
Post Office Box 457	[Mailing Address]
Bridgeport, California 93517	[City, State Zip]

31. ENTIRE AGREEMENT

This Agreement and its attachments contain the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: _____

Name:

Title: County Administrative Officer

Date: _____

APPROVED AS TO FORM:

_____

County Counsel Date

APPROVED BY RISK MANAGEMENT

_____

Bill Van Lente Date

CONTRACTOR:

By: _____

Name: _____

Title: _____

Firm: [Name(s) dba] [Contractor]

Date: _____

Tax ID: _____

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

SCOPE OF WORK:

The County has selected and the Contractor shall construct project bid items **1 through 26**. The work to be done generally consists of the following:

The major work items of this Project are: clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, ADA parking and access, concrete work, temporary and permanent soil stabilization measures, temporary irrigation system, planting, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with Bid & Contract Documents, including the Project Manual and Project Plans and the Standard Specifications (2010) and the Standard Plans (2010) issued by the California Department of Transportation, as they may have been amended for County's use.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this agreement, which documents are attached hereto and/or by reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein.

The total project cost shall not exceed $[contract limit], unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval, authorization to proceed and payment shall be made for any additional items or tasks not initially specified in the scope of work.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified in a Notice of Completion filed in the Office of the County Recorder by Public Works.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

ADDITIONAL COUNTY CONTRACT TERMS

See additional contract requirements applicable to construction projects, attached hereto as Attachment B1 and incorporated by this reference.

ATTACHMENT B1

ADDITIONAL CONTRACT PROVISIONS

SECTION 1. GENERAL

1.1 ORDER OF PRECEDENCE OF DOCUMENTS.

In case of conflict between the Project Plans, Technical Specifications, , California Department of Transportation (Caltrans) Standard Plans and Specifications dated 2010 or other portions of the Contract Documents, including the Invitation for Bids, Instructions to Bidders, the Agreement and all its attachments, the County shall determine which provision takes precedence and will be used in lieu of such conflicting portions.

SECTION 2. PERFORMANCE OF WORK

2.1 SITE ACCESS, USE OF PREMISES, AND HOURS OF WORK.

A. Work shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (no operations allowed on Sundays).

B. The site shall remain accessible to the public throughout construction. Temporary closures of portions of the site are allowed to facilitate construction but such closures shall be limited to the extent possible.

C. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or, until final acceptance, the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.

D. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all

on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these Special Provisions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.2 QUARTERLY DISCLOSURES

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or

(3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor’s work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Mono may exercise the remedies provided under Pub Cont Code § 4110. The County of Mono may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor’s own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents.

Each subcontractor must have an active and valid State contractor’s license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the

Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: http://www.dir.ca.gov/dlse/debar.html

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Attention is directed to Section 4-1.05, “Changes and Extra Work,” and applicable portions of Section 5, “Control of Work,” Section 7, “Legal Relations and Responsibility to the Public,” and Section 8, “Prosecution and Progress,” of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such an item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these Special Provisions, the QAP Plan, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously-completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days, submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and
b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

Subject to below Section 7.2, below, the Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 6.12 of these Special Provisions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor’s right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Inexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled “Force Majeure”, the County will have the right to terminate the Contract for cause or the Contractor’s right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from County.
3. Contractor disregards Applicable Code Requirements.

4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor’s right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 6.12, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall continue as the portion of Work already performed and, subject to Contractors obligations under Section 6.11 above, as to bona fide obligations assumed by the Contractor prior to the date of termination. However, termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

"Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to this Section 6.12; and the Contractor will be entitled to no other compensation or damages and expressly waives same."

SECTION 8. MATERIALS

8.1 MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an "or equal" item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the County. Private

property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner's or lessee's permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **no** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-l.0lD, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required 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 Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

The Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING.

Aside from materials testing and certifications required from the Contractor in theTechnical Specifications, Standard Specifications, and these Special Provisions, the County will provide testing services for installed work.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. A copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, is attached at the end of these Special Provisions.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of these Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum**,** the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor’s storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, “NON-POTABLE WATER—DO NOT DRINK.”

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, “Dust Palliative,” of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

9.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor’s activities. Any damage resulting from the Contractor’s operations shall be repaired immediately, at the Contractor’s expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable time frames.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 12: DIFFERING SITE CONDITIONS

12.1 Contractor's Notification

The Contractor shall promptly notify the County’s Engineer if it finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents

- Job site examination

2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Contractor shall include details explaining the information it relied on and the material differences it discovered.

If Contractor fails to promptly notify the Engineer, it waives the differing site condition claim for the period between discovery of the differing site condition and notification to the Engineer.

If Contractor disturbs the site after discovery and before the Engineer's investigation, it waives the differing site condition claim.

12.2 Engineer's Investigation and Decision

Upon notification by the Contractor, the Engineer will investigate the job site conditions and:

1. Notify Contractor whether to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both.

SECTION 13: EXCAVATIONS AND TRENCHING

13.1 Worker Protection Plan

As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

13.2 Required Notification and Response

Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

In the event that notice is provided pursuant to the above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

SECTION 14: WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 Beginning of Work and Time of Completion

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee.

This work shall be diligently prosecuted to completion before the expiration of **28 CALENDAR DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 Liquidated Damages

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in

the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **$760 per day**, as liquidated damages, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual at page 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 Breach

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right.

The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 RECORD DRAWINGS.

The Contractor shall maintain a set of accurate record drawings during the course of the project. Any project work completed that varies from the plans as issued shall be legibly noted on the Record Drawings in red ink. Both text and line work shall be used to reflect the changes. At the completion of the project and prior to final payment, the record drawings shall be delivered to the County and, upon receipt, be maintained as the property of the County.

ATTACHMENT C

AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT

TERM:

FROM: [Month Day, Year]

TO: [Month Day, Year]

CALIFORNIA LABOR CODE PROVISIONS

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment C1, are attached hereto and incorporated herein.

ATTACHMENT C1

CALIFORNIA LABOR CODE:
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars ($30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section,

"contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of

general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

ATTACHMENT D

AGREEMENT BETWEEN THE COUNTY OF MONO

AND [CONTRACTOR] FOR

MOUNAIN GATE PHASE 2 FISHING ACCESS PROJECT

Project No. R81740-0

TERM:

FROM: [START DATE], 2014

TO: [END DATE], 2014

SAMPLE BOND FORMS

See attached sample Faithful Performance Bond, Labor and Materials Payment Bond, and Maintenance-Warranty Bond

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS that we, _____,

the Contractor in the contract hereto annexed, as Principal, and _____,

as Surety, are held and firmly bound unto the County of Mono in the sum of $ _____

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated _____

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, shall faithfully perform each and all of the conditions of said Agreement to be performed by it, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials, other than material, if any, agreed to be furnished by the County, necessary to perform and complete in a good workmanlike manner the work of MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall, in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs, and to be included in the judgment therein rendered, provided however, that the amount of such attorney's fee and the amount payable hereunder for Contractor's failure of faithful performance shall not exceed the principal amount of this bond.

DRAFT

_____

Contractor Date

APPROVED AS TO FORM:

DRAFT

_____

Surety Date

DRAFT

_____

County Counsel Date

(Attach acknowledgement)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL BY THESE PRESENTS that we, _____ ,

the Contractor in the contract hereto annexed, as Principal, and _____ ,

as Surety, are held and firmly bound unto the County of Mono in the sum of $_____

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the Agreement hereto annexed, or its subcontractor, fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, materials, and labor in a good workmanlike manner for the work of **MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT**, in strict conformity with the terms and conditions set forth in the Agreement hereto annexed, or fails to pay for any work or labor done thereon of any kind or fails to pay for amounts due pursuant to Civil Code Section 9554, or fails to pay any of the persons named in Civil Code Section 9100, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Civil Code Section 9100, or to their assigns, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

DRAFT

_____

Contractor Date

APPROVED AS TO FORM:

DRAFT

_____

Surety Date

(Attach acknowledgements)

DRAFT

_____

County Counsel Date

MAINTENANCE-WARRANTY BOND

WHEREAS, County of Mono (hereinafter "County") and _____, (hereinafter "Principal"), have entered in an agreement whereby the Principal agrees to *construct, complete, and warrant for one year certain designated public projects*, which agreement, dated _____, 20___, and identified herein as the "Agreement", is hereby referred to and made a part hereof; and

WHEREAS, Under the terms of the Agreement, the Principal is required to warrant and guarantee all materials and work done pursuant to the Agreement for a period of one year from the date of recordation of the Notice of Completion or acceptance of the work by the Mono County Public Works Director, whichever occurs later;

NOW THEREFORE, Principal and _____ as surety (hereinafter "Surety"), are held and firmly bound unto the County of Mono in the sum of _____ ($XX.XX) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is that if said Principal, its successors and assigns, as set forth in the Agreement, fail to maintain and remedy in a good workmanlike manner the work and materials set forth in the Agreement, such that it is free from defects in materials and workmanship for a period of one year commencing on the date of filing of the Notice of Completion or acceptance of the work by the Mono County Public Works Director, whichever occurs later (the "Maintenance Period"), Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by or other than any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the period of limitation set forth by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

_____

Principal Date

(Attach acknowledgement by Notary Public) Public)

_____

Principal Date

(Attach acknowledgement by Notary

APPROVED AS TO FORM:

_____

Surety Date

_____

County Counsel Date

(Attach acknowledgement by Notary Public And Power of Attorney)

SECTION III

TECHNICAL SPECIFICATIONS

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

MOUNTAIN GATE PHASE 2 FISHING ACCESS PROJECT
Project No. R81740-0

1.	**DESCRIPTION OF WORK**	1
2.	**CONTROL OF WORK AND MATERIALS**	1
3.	**MOBILIZATION**	3
4.	**CLEAR AND GRUB**	3
5.	**DEMOLITION AND TEMPORARY EROSION CONTROL**	4
6.	**ON-SITE EARTH MOVEMENT**	4
7.	**EXPORT CUT MATERIAL**	5
8.	**TRASH RECEPTACLE**	5
9.	**PAVEMENT MARKING**	5
10.	**PCC FLATWORK**	6
11.	**AGGREGATE BASE ROAD SECTION**	7
12.	**PICNIC TABLE**	7
13.	**PAR COURSE**	8
14.	**INTERPRETIVE SIGN**	13
15.	**FISHING PLATFORM**	14
16.	**DECOMPOSED GRANITE PEDESTRIAN PATH**	14
17.	**RIPARIAN INTERACTION AREA**	14
18.	**AMPHITHEATER**	15
19.	**RIVER ACCESS STEPS**	15
20.	**SCENIC BYWAY SIGN**	16
21.	**REDWOOD HEADER**	16
22.	**BOLLARD**	17
23.	**TEMPORARY IRRIGATION**	17
24.	**TEMPORARY TRAFFIC CONTROL**	18
25.	**BIKE RACK**	19
26.	**LANDSCAPE**	19

1. Description of Work

The work to be done, in general, consists of clearing and grubbing, tree removal, demolition of existing improvements, excavation and fill, construction of gravel paths, gravel road improvement, paved ADA parking and access, concrete work, temporary and permanent soil stabilization measures, and temporary irrigation system paving, seeding/planting, installation of site amenities including picnic table, timber fish platform, amphitheater, riparian interaction area, river access, PAR course, signage, trash containers and landscaping.

All existing underground utility lines may not be shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the County's Construction Manager copies of all USA confirmation numbers including associated documentation. NOTE: The local water companies (CSDs) are not subscribers to USA.

2. Control of Work and Materials

Control of Work and Materials shall conform to the provisions in Section 5, "Control of Work," and Section 6, "Control of Materials" of the CSS and these Technical Specifications. Full compensation for Control of Work and Materials shall be considered as included in the prices paid for the various items of work involved, and no separate measurement or payment will be made therefor.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with the County regarding establishment and operation of storage and staging areas.

24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the County's Construction Manager and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants and other applicable parties listed below.

Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County's Construction Manager. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

In addition to adjoining residents, businesses and tenants, the Contractor shall provide Advance Public Notice and coordinate the work with the following parties.

Mono County Sheriff's Department	760-932-7549
Mono County Fire / Rescue Department	760-932-9813

List of Required Submittals:

The Contractor shall provide one electronic copy in word or pdf format of each of the following submittals to the County's Construction Manager at least one (1) week prior to the start of work:

A. Construction schedule
B. Trash Receptacle
C. Pavement Marking Paint
D. PCC mix design
E. Aggregate Base
F. Picnic Table
G. PAR Course
H. Interpretive Sign
I. Fishing Platform
J. Decomposed Granite
K. Rock Rip-Rap for Riparian Interaction Area
L. Amphitheater
M. River Access Steps
N. Scenic Byway Sign
O. Redwood Header
P. Bollard
Q. Temporary Irrigation Plan
R. Bike Rack
S. Landscaping

The Owner reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the County's Construction Manager with one electronic copy in word or pdf format of any additional submittals.

3. Mobilization

Mobilization shall conform to the provisions of Section 9-1.16D, "Mobilization" of the State of California Department of Transportation (Caltrans) Standard Specifications, 2010 Edition (CSS) and these Technical Specifications. Payment will be made for costs associated with mobilization, such as all preparatory work, including but not limited to, movement of personnel, equipment and supplies to and from the site.

The contract LUMP SUM price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor, insurance, bonds and materials, including temporary facilities, tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, demobilizing at the end of construction and for performing all work required for which separate payment is not otherwise provided as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer. The cost of mobilization shall not exceed 5% of the total base bid.

Mobilization shall be paid according to the Section 10264 of the California Public Contract Code as follows:

The County will make partial payments for the mobilization costs, not to exceed the following:

(1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization will be paid.

(2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization will be paid.

(3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization will be paid.

(4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization will be paid.

4. Clear and Grub

The Contractor shall clear and grub the work area as shown on the approved plans which includes striping and clearing the work area of vegetation and any other material that may inhibit construction. The work shall be performed in accordance with Section 16 "Clearing and Grubbing" of CSS and these Technical Specifications. No separate measurement will be made for this item.

The contract Lump Sum price paid for "CLEAR AND GRUB" shall constitute full payment for furnishing all labor, material equipment and personnel required to clear and grub the work area as shown on the approved plans. The lump sum contract amount shall be prorated at the Engineer's judgment of actual progress of the work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

5. Demolition and Temporary Erosion Control

The Contractor shall prepare the site by performing the demolition noted on the approved plan set. Tree removal shall demolition and removal of stump, bucking trunk and main branches into 24-inch lengths, minor branches (slash) to be removed completely or chipped on-site for mulch. Picnic tables shall be demolished and removed from the site including any footings that may support them. The work shall be performed in accordance with CSS and these Technical Specifications.

The Contractor shall perform necessary work to install and maintain all necessary erosion control best management practices (BMPs). The BMPs include filter fence, tree protection fencing, temporary construction access and concrete washout area, staging area. The Contractor shall perform necessary work to control dust at all times as required by regulation. No separate measurement will be made for this item.

The contract Lump Sum price paid for "Demolition and Temporary Erosion Control" shall constitute full payment for furnishing all labor, material, equipment and personnel required to provide the demolition and temporary erosion control as shown on the approved plans. The lump sum contract amount shall be prorated at the Engineer's judgment of actual progress of the work versus the schedule submitted by the Contractor, taking into consideration any agreed upon changes to the schedule.

6. On-Site Earth Movement

The Contractor shall perform On-site Earth Movement by mass grading the site per the line and grade specified on the plans for the proposed improvements. The work shall include all labor, materials and equipment required to rough mass grade the site including cutting, transporting and placing (filling) unspecified native material to the subgrade level as specified. The work shall be performed in accordance with Section 19 "Earthwork" of the CSS and these Technical Specifications.

Measurement for this item will be based upon the actual volume, in Cubic Yards of soil cut in accordance with the drawings and specifications. No additional measurement will be made for the material filled.

The contract Cubic Yard price paid for "On-Site Earth Movement" shall constitute full payment for furnishing all labor, material, equipment and personnel required to provide the On-Site Earth Movement as shown on the approved plans.

7. Export Cut Material

The Contractor shall Export Cut Material by removing excess soil generated from on-site earthwork, vegetation generated from clearing and grubbing from the site to a properly licensed disposal facility. The work shall include all labor, materials and equipment required to load, transport and properly dispose of the excess material. The work shall be performed in accordance with Section 19 "Earthwork" of the CSS and these Technical Specifications.

Measurement for this item will be based upon the actual volume, in Cubic Yards of soil removed in accordance with the drawings and specifications.

The contract Cubic Yard price paid for "Export Cut Material" shall constitute full payment for furnishing all labor, material, equipment and personnel required Export Cut Material as shown on the approved plans.

8. Trash Receptacle

This work shall consist of providing and installing Trash Receptacles as shown on the plans and as directed by the County's Construction Manager. Trash Receptacles shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the PCC Concrete pad the Trash Receptacle sits on. The PCC Concrete slab shall be installed on 6-Inches of aggregate base compacted to 95% maximum dry density on properly prepared sub-grade.

Materials: Bear proof trash receptacle Model HB1 by BearSaver, color standard brown, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Trash Receptacles placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Trash Receptacle" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Trash Receptacles including PCC pad, aggregate base and sub-grade preparation, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

9. Pavement Marking

This work shall consist of painting or placing pavement markings, including applying glass beads. All existing traffic striping and pavement markings not called for replacement that is damaged by the Contractor's operations shall be replaced in kind at no cost to the owner. Approximate locations of all pavement markings are called out on the plans. Prior to replacement, the Contractor shall lay out marking locations for review and approval by the County's Construction Manager. Any markings installed by the

Contractor that the County's Construction Manager has not pre-approved, and that the County's Construction Manager determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the County's Construction Manager at the Contractor's sole expense.

Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying painted traffic striping and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings" of the CSS and these Technical Specifications

Materials: Paint type shall be Waterborne Traffic Line in accordance with Section 84-3.02A of the CSS and shall be applied in two (2) coats. At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. No separate measurement will be made for Pavement Marking.

The contract unit price per Lump Sum paid for Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in painting pavement markings including establishing alignment and layout work complete and in place, as shown on the Plans, as specified in the CSS and these Technical Specifications, and as directed by the County's Construction Manager.

10. PCC Flatwork

The Portland Cement Concrete (PCC) Flatwork shall be constructed as shown on the plans and as directed by the County's Construction Manager. PCC Flatwork shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. PCC shall be placed on 6 inches of Class 2 Aggregate Base compacted to 95% maximum dry density. Flatwork shall conform to the requirements of Section 73 "Concrete Curbs and Sidewalks" of the CSS and these Technical Specifications. The concrete mix shall include fibermesh for reinforcement. Measurement for this item will be based upon the actual area, in Square Feet of flatwork placed in accordance with the drawings and specifications.

The contract unit price paid per Square Foot for "PCC Flatwork" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing PCC Flatwork including sub-grade preparation, providing and placing aggregate base, providing and placing Portland Cement Concrete and reinforcement, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

11. Aggregate Base Road Section

The Aggregate Base Road Section shall be constructed as shown on the plans and as directed by the County's Construction Manager. Aggregate Base Road Section shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the gravel parking area as well as the access road. Aggregate Base Road Section shall be placed on properly prepared sub-grade and compacted to 95% maximum dry density.

Materials: Class 2 Aggregate Base in accordance with Section 26 of the CSS. Measurement for this item will be based upon the actual area, in Square Feet of Aggregate Base placed in accordance with the drawings and specifications.

The contract unit price paid per Square Foot for "Aggregate Base Road Section" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Aggregate Base Road Section including sub-grade preparation, providing and placing aggregate base, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

12. Picnic Table

This work shall consist of providing and installing Picnic Tables as shown on the plans and as directed by the County's Construction Manager. Picnic Tables shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the concrete footings that secure the table and benches in place. The footings shall consist of 12-Inch diameter sono tubes filled with concrete and set to a depth of 48-Inches below grade, typical of six footings per Picnic Table.

Materials: Columbia Cascade Company Timber Form Renaissance ADA Accessible Picnic Table with Seats, or Engineer approved equivalent. Table and seats shall be secured by pedestal mount post assembly in accordance with manufacturer recommendations. Each Picnic Table shall be a different color from the TimberForm ColorBook as follows:

- Table 1-2: Color 8011
- Table 3-4: Color 8002
- Table 5-6: Color 8025
- Table 7-8: Color 1021

Measurement for this item will be based upon the actual number Each, of Picnic Tables placed in accordance with the drawings and specifications.

The contract unit price paid per Each for “Picnic Table” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Picnic Tables including footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County’s Construction Manager.

13. PAR Course

This work shall consist of providing and installing Four (4) Cluster Station PAR Course as shown on the plans and as directed by the County’s Construction Manager. The PAR Course shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County’s Construction Manager. This work shall include the instructional signage for each station and concrete footings that are necessary to secure each station and each sign in place. The stations, signage and footings shall be constructed in accordance with the manufacturer’s recommendations.

Materials: The PAR Course shall consist of the four (4) different cluster fitness equipment stations specified below as manufactured by Columbia Cascade Company, or Engineer approved equivalent. No separate measurement for this item will be made.

GENERAL

The Complete Fitness Route shall consist of an introduction and instructional signs, directional sign posts and fitness apparatus manufactured in accordance with the following quality and design standards. All fabrication shall take place in an enclosed factory environment by personnel experienced in the manufacture of fitness equipment.

1.0 SIGNAGE

Complete Fitness Route shall include one introduction sign, 4 station instructional signs and directional sign posts.

1.1 Instructional and Introduction Signs

Each instructional sign shall consist of pipe frame and graphic panel. One piece pipe frame shall be 1-5/16" (33 mm) o.d. schedule 40 steel pipe formed into a "U" shape. Each frame leg shall embed 3'-0" (915 mm) below finished grade and have a 9/16" diameter hole to receive one No. 4 reinforcing bar (to be supplied by installing contractor). Pipe frame shall be ground smooth, deburred, and CASPAX-7™ finished in accordance with Section 4.0.

Each sign panel shall be fabricated of 18 gauge (1.2 mm) mild steel plate and include a graphic illustration and written instructions for safe and proper use of the fitness apparatus. Panel shall be porcelain enamel finished BLUE or GREEN with white graphics in accordance with Paragraph 1.3. The manufacturer shall attach panels to sign frames with vandal-resistant fasteners.

1.2 Directional Sign Posts

Each directional sign post shall consist of post and graphic panel. Post shall be manufactured in accordance with Section 3.1 and be ground smooth, deburred, and CASPAX-7 finished in accordance with Section 4.0.

Each panel shall be 3-1/2" (102 mm) diameter and be fabricated of 20 gauge (1.2 mm) mild steel plate. Panels shall be porcelain enamel finished BLUE or GREEN with white arrow in accordance with Paragraph 1.3. The manufacturer shall attach panels to sign posts with vandal-resistant fasteners.

Directional sign post placement and orientation shall be made by the project architect or owner.

1.3 Signage Finish

Graphic panels shall be coated on all sides with porcelain enamel, a colorful, glossy, tough, extremely weather-resistant finish. The porcelain enamel process shall permanently fuse a thick layer of glass to the metal substrate at temperatures exceeding 1,500°F (815°C). To assure adhesion, only glasses possessing thermal expansion qualities lower than those of the steel plate shall be accepted.

2.0 FITNESS APPARATUS

Complete Fitness Route shall consist of four (4) cluster exercise stations. See project plans for event sequence.

2.1 Cluster Group A

No. 9700-A-03 Fitness Cluster Group A with SofDek™ Benches shall consist of an instructional sign and six exercise activities as follows:

- Heel-Flex
- Toe-Reach
- Hip-Flex
- Toe-Touch
- Knee-Grip
- Arm-Stretch

2.2 Cluster Group B

No. 9700-B-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Vault-Over
- Sit-Up
- Push-Off

2.3 Cluster Group C

No. 9700-C-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Leg-Flex
- Body-Tuck
- Body-Pull

2.4 Cluster Group D

No. 9700-C-03 Fitness Cluster Group B with SofDek™ Benches shall consist of an instructional sign and three exercise activities as follows:

- Leg-Over
- Arm-Walk
- Hop-Over

3.0 METAL MATERIALS

3.1 Posts

All posts shall be 4-1/2" (o.d.) schedule 40 steel pipe with a minimum wall thickness of 7/32" in accordance with ASTM A-53, Type E, Grade A. *Thin wall tubing is not acceptable.* Posts and their end caps shall be CASPAX-7™ finished in accordance with Section 4.0.

3.2 End Treatment

Exposed ends of posts shall be fitted with a cast aluminum (384 alloy) hemi-dome end cap permanently adhered in place. Easily vandalized plastic and/or friction fit end caps are not permitted.

3.3 Post Embedment

Posts shall be embedded 3'-0" (915 mm) below grade in concrete footings as depicted on the erection drawings. Actual concrete footing sizes can vary and depend on job site and climatic conditions. Consult project engineer/owner for exact requirements. Posts shall include through holes to receive two No. 4 reinforcing bars (to be supplied by installing contractor).

Separate bench frames and smaller pipe apparatus shall be embedded 1'-6" (460 mm) below grade except for Arm-Walk which shall be embedded 3'-0" (915 mm) below grade.

3.4 Collars

Cast aluminum (384 alloy) two-piece attachment collars shall be provided in sufficient quantity to connect all rails to support posts. Collars must be formed to recess bolt fastener. Each collar set shall include two vandal-resistant stainless steel socket-head cap screws with nuts and two 1/4" x 1" drive rivets. Collars shall be CASPAX-7 finished in accordance with Section 4.0.

3.5 Straight and Curved Rails
Unless otherwise noted, all steel straight and curved rails shall be 1-5/16" (33 mm) o.d. schedule 40 steel pipe in accordance with ASTM A-53, Type E, Grade A. Straight and Curved Rails shall be CASPAX-7 finished in accordance with Section 4.0.

3.6 SofDek Perforated Steel Benches
Benches shall be manufactured of 11 gage (.125" thick) perforated mild steel plate. Each unit shall be reinforced with 1/4 inch thick mild steel bar as necessary to insure structural integrity. No sharp metal edges shall be exposed. Benches shall be thermo-plastic finished in accordance with 5.1.4.

3.7 Fabrication
All welds shall comply with AWS standard D1.1. All edges, ends, and welds shall be ground smooth by hand to a maximum grit of 36 and shotblasted to a uniform surface texture.

3.8 Quality Control
Inspectors shall examine metal components for correct fabrication, fastener hole alignment, and smoothness.

3.9 Additional Hardware
Additional hardware shall be provided in sufficient quantity to complete assembly of the PipeLine Fitness Clusters. All hardware shall be brown finished with CASPAX-7, or galvanized, or electrostatic zinc plated in accordance with the manufacturer's standard.

4.0 METAL FINISH
Metal parts, except fasteners and sign panels, shall be finished with CASPAX-7, a colorful, tough, opaque, exterior use powder coating. *Liquid, epoxy, or lead-containing powder coatings are not acceptable.* The CASPAX-7 color shall be the manufacturer's standard brown.

4.1 Cleaning
Substrate preparation shall consist first of mechanical cleaning to remove heavy mill scale, rust, varnish, grease, etc., then chemical cleaning in accordance with TT-C-490C, Methods I and III.

4.2 Phosphate Application
After cleaning, the metal substrate shall receive a corrosion-inhibiting iron phosphate coating in accordance with TT-C-490C, Type II, before application of the final color coat.

4.3 Powder Application
The coating powder shall be uniformly applied by the electrostatic method to a minimum thickness of six mils. Promptly after the application of the

powder, the coating shall be oven-cured at 400°F (204°C) to chemically bond the finish to the substrate and to render the color finished surface resistant to abrasion, impact, household chemicals, weathering and rusting.

4.4 Chronological Importance

For a corrosion-inhibiting agent to be effective, all fabrication including cutting, coping, grinding, and welding *must be completed before application of the corrosion-inhibiting agent.* Corrosion-inhibiting agent applied prior to fabrication are not acceptable.

4.5 Quality Control

The applicator shall test the finish of each lot for correct millage, chemical resistance, hardness, and internal bond in accordance with established industry standard test methods.

Records of this quality control procedure shall be made and retained for two years.

5.0 RECYCLED PLASTIC BENCHES

5.1 Recycled Plastic Slats

Slats shall be made of co-mingled recycled thermoplastic lumber, primarily High Density Polyethylene (HDPE) and UV-inhibited pigment systems. The plastic is derived from post-consumer recycled milk containers. Each are decontaminated to a high purity level, which removes contaminates such as food residue, paper and adhesives with the resulting compounded material containing 100% post-consumer recycled materials.

5.1.1 Color

Color pigments shall be ultraviolet stabilized to ensure highest color fastness. Standard color selection shall be cedar. There shall be only slight color variations between the supplied products.

5.1.2 Characteristics

Slats shall be smooth on four sides, free of splinters, exceptional resistance to moisture, corrosive substances, insects, and other environmental stresses. It does not absorb moisture, therefore it will not rot, warp, splinter or crack. Additionally, it requires no waterproofing, staining, or similar maintenance when used in many exterior applications.

5.1.3 Physical Properties

Density: .25 to .28 lbs/cu. in. (ASTM D 792)
Compressive Strength: 2540 - 2560 psi @ .2 in def. (ASTM D 695)
Tensile strength: 2160 - 2630 psi
Thermal Expansion: .00007 in/in/F (ASTM D696)

5.1.4 Thermoplastic Application
The ultra-violet stabilized thermoplastic coating shall be applied by the electrostatic process to pre-heated substrate to a thickness of approximately 30 mils then allowed to cure before handling. Final Durometer (hardness) shall be 52 on the D Shore scale in accordance with ASTM D 2240. The color coated surface shall bond to the substrate and be resistant to abrasion, impact, household chemicals, weathering and rusting.

6.0 INSTALLATION INSTRUCTIONS AND AIDS
To guide installation, each PipeLine Complete Fitness Route shall be accompanied by bills of materials, written instructions, and an erection plan view drawing to be furnished prior to or with the delivery of the fitness equipment. To facilitate assembly, each part shall be indelibly stenciled with an easily-read identification number keyed to the bills of materials and erection drawings. All components shall be shipped unitized, protectively wrapped, banded for mechanical handling and ready for assembly.

The contract unit price paid per Lump Sum for the "PAR Course" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing a five (5) station PAR Course including instructional signage, necessary footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

14. Interpretive Sign

This work shall consist of providing and installing the Interpretive Signs as shown on the plans and as directed by the County's Construction Manager. The Interpretive Signs shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include securing each sign in place in accordance with Caltrans Roadside Signs Wood Post Typical Installation Detail No. 2 – Two Post Installation.

Materials: Kirby Built Single Sided Message Center Sign (AMC4005) with desert tan in-ground dual post installation, lockable viewing area (67" wide by 41-1/2" high), recycled rubber tack board, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Interpretive Signs placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Interpretive Sign" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Interpretive Signs including setting posts, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

15. Fishing Platform

This work shall consist of providing and installing the Fishing Platform as shown on the plans and as directed by the County's Construction Manager. The Fishing Platform shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include preparing the project site, footings and the complete structure including approach.

Materials: Wood frame construction. No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for "Fishing Platform" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Fishing Platform and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

16. Decomposed Granite Pedestrian Path

The Decomposed Granite Pedestrian Path shall be constructed as shown on the plans and as directed by the County's Construction Manager. The term "Path" is generic and meant to cover the pedestrian path, amphitheater and activity area, access to riparian interaction area, picnic table area, PAR course area; the River Access Steps are not included in this item. Decomposed Granite Pedestrian Path shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. Decomposed Granite Pedestrian Path shall be placed on properly prepared sub-grade and compacted to 90% maximum dry density.

Materials: Decomposed Granite in accordance with Section 20-10 of the CSS. Measurement for this item will be based upon the actual area, in square feet of Decomposed Granite placed in accordance with the drawings and specifications.

The contract unit price paid per square foot for "Decomposed Granite Pedestrian Path" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Decomposed Granite Pedestrian Path including sub-grade preparation, providing and placing aggregate base, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

17. Riparian Interaction Area

This work shall consist of providing and installing the Riparian Interaction Area as shown on the plans and as directed by the County's Construction Manager. The Riparian Interaction Area shall conform to details shown on the plans, except as

modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include properly preparing the sub-grade, furnishing and installing the Rock Rip-Rap, furnishing and installing the native stones to create a relatively flat finished rock surface.

Materials: Rock rip-rap (6-Inch to 12-Inch diameter) and native stones (4-Inch average height with relatively flat side to be used as finished surface). No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for "Riparian Interaction Area" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Riparian Interaction Area including preparation of subgrade, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

18. Amphitheater

This work shall consist of providing and installing the Amphitheater as shown on the plans and as directed by the County's Construction Manager. The Amphitheater shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include preparing the project site, footings, and the complete structure including approach.

Materials: Heavy wood frame construction with composite seat cap consisting of Trex® "Enhanced Series", or Engineer approved equivalent. No separate measurement will be made for this item.

The contract unit price paid per Lump Sum for "Amphitheater" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Amphitheater and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

19. River Access Steps

This work shall consist of providing and installing the River Access Steps as shown on the plans and as directed by the County's Construction Manager. The River Access Steps shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the preparation of subgrade, 6-Inch Aggregate Base, 6-Inch thick DG, and the 2"x12" redwood header board.

Materials: Decomposed granite, Type 2 Aggregate Base and redwood header board. Measurement for this item will be based upon the actual distance in Linear Feet,

of the steps as measure from the top riser to the lowest riser in the direction of travel in accordance with the drawings and specifications.

The contract unit price paid per Linear Foot for "River Access Steps" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the River Access Steps, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

20. Scenic Byway Sign

This work shall consist of providing and installing the Scenic Byway Signs as shown on the plans and as directed by the County's Construction Manager. The Scenic Byway Signs shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include securing each sign in place in accordance with Caltrans Roadside Signs Wood Post Typical Installation Details No.1 and No. 2.

Materials: W2-2 36"x36" black on yellow ASTM Type III/IV, RS-063 24"x24" white on brown ASTM Type III/IV, G33-1 CA, or Engineer approved equivalents. Measurement for this item will be based upon the actual number Each, of Interpretive Signs placed in accordance with the drawings and specifications. In the case where more than one placard is installed on a post (Sign 2) the number of signs will count as one (1).

The contract unit price paid per Each for "Scenic Byway Sign" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Scenic Byway Signs including setting posts, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

21. Redwood Header

This work shall consist of providing and installing Redwood Header along the edges of the DG path as shown on the plans and as directed by the County's Construction Manager. The Redwood Header shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager.

Materials: Redwood, or Engineer approved equivalent. Measurement for this item will be based upon the actual number of Linear Feet, of Redwood Header placed in accordance with the drawings and specifications.

The contract unit price paid per Linear Foot for "Redwood Header" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing Redwood Header and all other area

restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

22. Bollard

This work shall consist of providing and installing Bollards (removable mounting) as shown on the plans and as directed by the County's Construction Manager. The Bollards shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the concrete footings that secure the Bollards in place. The footings shall consist of 12-Inch diameter sono tube filled with concrete and set to a depth of 48-Inches below grade.

Materials: TimberForm Removable Metal Bollard with Hasp/Hole Cover, Model No. 2190-R, color standard brown, 4-1/2 Inch outer diameter, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Bollards placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Bollard" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Bollards including footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

23. Temporary Irrigation

This work shall consist of furnishing, installing, operating and maintaining an irrigation system to allow for new landscaping to become established. The temporary system is anticipated to consist of a water truck, pump, pvc distribution line, irrigation heads, and irrigation drip line. The Contractor shall furnish all materials, equipment, and labor as necessary to provide and maintain the irrigation system to supply new landscaping with water. The temporary system shall be installed and maintain to allow for the new landscaping to become established and alive at the end of the one year warranty period. The Contractor shall submit a temporary irrigation plan for review and approval by the Engineer and Construction manager prior to installation of the system. Any deficiencies that are identified in the plan shall be corrected by the Contractor and resubmitted for final approval by the Engineer and the Construction Manager. This task shall include the complete removal of the entire temporary irrigation system at the end of the warranty period.

All work associated with irrigation shall conform to Section 20-3, "Irrigation" of the CSS and these Technical Specifications. No separate measurement for this item will be made.

The contract Lump Sum price paid for "Temporary Irrigation", shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for

doing all of the work involved in furnishing, installation, operation and maintenance as necessary and in accordance with the CSS and these Technical Specifications, and as directed by the County's Construction Manager.

24. Temporary Traffic Control

Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," and Section 12, "Temporary Traffic Control," of the CSS and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7 or Section 12 of the CSS.

Traffic control shall be completely in place prior to the start of each day's work. At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Highway closure will not be allowed for this work unless permission is specifically requested and granted by Caltrans, the County's Construction Manager and the Engineer. Temporary closures of the on-site internal circulation roads are allowed with appropriate signage.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags.

Bicycle lanes shall be maintained by the Contractor at all times. Appropriate warning signs designed for bicyclists shall be posted and maintained by the Contractor, as necessary, so that bicyclists can safely traverse the construction zone.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

All hauling on local roads and streets shall be on routes acceptable to the County's Construction Manager. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting. No separate measurement will be made for Temporary Traffic Control.

The contract Lump Sum price paid for "Temporary Traffic Control" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plan, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the County's Construction Manager.

25. Bike Rack

This work shall consist of providing and installing Bike Racks as shown on the plans and as directed by the County's Construction Manager. The Bike Racks shall conform to details shown on the plans, except as modified to fit actual field conditions and as directed by the County's Construction Manager. This work shall include the concrete footings that secure the Bike Racks in place. The footings shall consist of 12-Inch diameter sono tube filled with concrete and set to a depth of 48-Inches below grade.

Materials: TimberForm® *CycLoops*™ model No. 2170 in the bicycle capacity, color standard brown or Engineer approved equivalent. Bike Racks shall be one-piece 2-inch inner diameter schedule 40 mild steel or stainless steel seamless pipe with a minimum wall thickness of 5/32 inch, shape shall be derived from smooth six-inch radius mandrel bends. Steel and cast iron parts shall be coated with CASPAX-7™, a tough, opaque, UV resistant exterior grade polyester powder coating applied to a minimum thickness of 6 mils, or Engineer approved equivalent. Measurement for this item will be based upon the actual number Each, of Bike Racks placed in accordance with the drawings and specifications.

The contract unit price paid per Each for "Bike Rack" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Bike Racks including footings, and all other area restoration as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County's Construction Manager.

26. Landscape

This work shall consist of providing, installing, all landscaping components of the project as shown on the plans and listed in these Technical Specifications and the bid

schedule in the project manual. Landscaping shall conform to Section 20, “Landscape” of the CSS. No separate measurement for Landscape shall be made.

The contract price paid per Lump Sum in the bid schedule for Landscape shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in landscaping as shown on the plans, as specified in the CSS and these Technical Specifications and as directed by the County’s Construction Manager.

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SECTION III

STRUCTURAL CALCULATIONS

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BUILDING CONCEPTS INC.

CONSULTING ENGINEERING & DESIGN

1478 4th Street
Minden, NV 89423
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e-mail: info@bldgconcepts.com

STRUCTURAL CALCULATIONS

CLIENT: RO ANDERSON

PROJECT: FISHING PLATFORM

LOCATION: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

NOTES:

REGISTERED PROFESSIONAL ENGINEER
PATRICK R. CLARK
No. C057187
JUL 07 2014
Exp. 12/31/15
CIVIL
STATE OF CALIFORNIA

ATTENTION: This Engineer Is Not Responsible For On Site Inspection To Assure Compliance With The Materials Or Workmanship Specified Herein. This Engineer Is Not Responsible For Any Changes In The Plans Or Specifications Unless Approval Is Authorized In Writing By This Engineer. Workmanship Is To Be Of The Highest Quality And In All Cases To Follow Accepted Construction Practice, The Uniform / International Building Code, And Local Building Department Standards. Please Review All Plans And Specifications Prior To Construction.

JOB #: 14094

Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.:
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

GENERAL CONSTRUCTION NOTES:

1. GENERAL

a) All work shall conform to the 2012 IBC and applicable local codes.

b) Where applicable, allowable stresses have been increased for timber 15% (except where prohibited) for snow and 60% for wind and seismic.

c) All codes and standards shall be the most current edition as of the date of the calculations.

d) The Engineer is responsible for the structural items in the plans only. Should any changes be made from the design as detailed in these calculations without written approval from the Engineer then the Engineer assumes no responsibility for the entire structure or any portion thereof.

e) These calculations are based upon a completed structure. Should an unfinished structure be subjected to loads, the Engineer should be consulted for an interim design or if not, will assume no responsibility.

f) The details shown on the drawings are typical. Similar details apply to similar conditions.

2. SITE WORK

a) Assumed soil bearing pressure shall be determined in accordance with 2012 IBC Table 1806.2 or if a Geotechnical Report is provided, the Report shall supercede these specifications.

b) Building sites are assumed to be drained and free of clay or expansive soil. These calculations assume stable, undisturbed soils and level or stepped footings. Any other conditions should be reported to this Engineer.

c) Foundations shall bear on non-expansive native soil or compacted structural fill. Any loose soil in the bottom of the footing excavations shall be compacted to at least 90% relative compaction or removed to expose firm, unyielding material.

d) All footings shall bear on undisturbed soil with a footing depth below frostline, (18" or 24" as per local requirements). Footings shall bottom at 12" (minimum) below natural undisturbed grade.

e) All finished grade shall slope a minimum of 5% away from foundation for a minimum of 10 ft.

f) This Engineer has not made a geotechnical review of the building site and is not responsible for general site stability or soil suitability for the proposed project.

g) Foundation design is based on minimum footing dimensions and bearing capacities set forth in Tables 1806.2 and 1809.7 of Chapter 18 of the 2012 IBC or the Geotechnical Report, if available. If no Geotechnical Report is available, assume Class 4 soil with allowable soil bearing pressure as per local policy, uno, with a constant expansion index less than 20.

3. FILL & BACKFILL (GEOTECHNICAL REPORT, IF AVAILABLE, SHALL SUPERCEDE THESE SPECIFICATIONS)

a) Fill material shall be free from debris, vegetation, and other foreign substances.

b) Backfill trenches shall be compacted to 90% density per ASTM D1557 to within 12" of finished grade. The top 12" shall be landscape fill.

c) Backfill at pipe trenches shall be compacted on both sides of pipe in 6" lifts.

d) Waterproof exterior faces of all foundation walls adjacent to usable spaces.

e) Backfill at foundation walls shall be compacted to 90% relative density, uno.

f) Use 4" diameter PVC, uno, perforated pipe sub-drain behind all retaining walls. Slope pipe to drain to daylight and/or drywell.

Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.:
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

4. CONCRETE / MASONRY

a) Concrete shall have a minimum 28 day compressive strength of 2500 psi, uno and 3500 psi for all slabs on grade, uno.

b) Concrete exposed to freezing & thawing or deicing chemicals shall be air entrained per ACI 318, Section 4.2.1.

c) All slabs on grade shall have a minimum thickness of 4" and be reinforced with 6x6x10WW mesh at centerline as per ASTM A185, uno.

d) All slabs on grade shall be placed over 4" minimum of free draining aggregate base compacted to a minimum of 95% relative compaction. Provide 2" sand above and below a 10 mil. (min.) vapor barrier at all living areas and areas requiring moisture protection.

e) All slab on grade subgrade (upper six inches) shall be scarified, moisture conditioned to within 2% of optimum, and uniformly compacted to at least 90% of maximum dry density as determined by ASTM D1557 and 2012 IBC Chapter 18. This will not be required if slabs are to be placed directly on undisturbed compacted structural fill.

f) Waterproofing of foundations and retaining walls is the responsibility of the client.

g) Reinforcement shall be grade 60 as per ASTM A615 uno.

h) Concrete stem walls and footings perform best as a monolithic pour. Provide vertical #4's @ 16" oc. in stemwall developed into footing for two-poured stemwall / footing assemblies where snow loads exceed 150 psf.

i) All masonry units shall conform to ASTM C90 grade N.

j) All masonry cells are to be solid grouted with mortar conforming to ASTM C279 Type S, with a 28 day compressive strength of 2000 psi min.

k) Reinforcement cover in cast-in-place concrete shall be as follows:

3" - Concrete cast against and permanently exposed to earth.

1 1/2" - Concrete exposed to earth or weather with #5 bars or smaller.

3/4" - Concrete not exposed to weather or in contact with ground, #11 bars and smaller.

1 1/2" - Beams, columns, and pilasters, cover over ties.

1 1/2" - clear to top for reinforcement in slabs on grade. Per ACI 318, Section 7.7.1.

l) Provide slab control joints (saw cut or plastic inserts) at incremental spacing each way. Joint depth to be 1/4 of slab depth. Maximum recommended distance between joints is 12'.

m) Vertical steel placement in masonry stem walls to be #4 bars at 32" o.c. maximum spacing, uno.

n) Horizontal steel placement in masonry stem walls to be #4 bars at 24" o.c. maximum spacing, uno.

o) Reinforced concrete shall conform to applicable requirements of IBC and ACI Standard 318.

p) Aggregate shall conform to ASTM C33 for stone aggregate.

q) Use normal weight concrete (145 pcf) for all concrete, uno. Use Type II cement, uno. Use Type V cement if soil contains sulfate concentrations of 0.2% or more.

r) Weather protection:

1) In hot weather, follow "Hot Weather Requirements", per ACI 318, Section 5.13.

2) In cold weather, follow "Cold Weather Requirements", per ACI 318, Section 5.12.

s) All reinforcing steel and anchor bolts shall be accurately located and adequately secured in position before and during placement of concrete.

t) All details of fabrication and installation of reinforcing steel shall be in accordance with the ACI Manual of Standard Practice.

u) Client shall level completed foundation before commencing framing and record any variations in the foundation of 1/2" or greater.

Client: RO ANDERSON	Job No.: 14094	Date: JUNE, 2014	
Project: FISHING PLATFORM	Prepared By: PRC	Sheet No.: 2	
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

5. FRAMING / LUMBER

a) Roof plywood thickness is per APA load tables based upon roof live load and framing spacing. Apply face grain perpendicular to framing, stagger panels and nail per plan.

b) Floor plywood shall be APA rated plywood and glued and nailed per plan.

c) Plywood shall conform to APA, PS 1. Shear plywood shall be 'Exposure 1' C-D, C-C, or rated panel siding, uno. Alternate sheathing may be substituted for floors, roofs, and shear walls provided they are structurally equivalent to the plywood specified. Plywood permanently exposed to weather and/or moisture shall be rated 'Exterior'.

d) Wood structural panel diaphragms and shear walls shall be constructed with wood structural panel sheets not less than 4 feet by 8 feet, except at boundaries and changes in framing where minimum sheet dimensions shall be 2 feet by 4 feet. Framing members or blocking shall be provided at the edges of all sheets in shear walls.

e) Headers that are not specifically addressed in the calculations shall be typical header specified on the plans. (OK by observation).

f) All foundation sill plates, nailers, and ledgers in direct contact with concrete and within 8" of ground shall be pressure treated Douglas Fir or Hem Fir.

g) Studs shall be stud grade or better. In no instance shall a stud wall be used to retain soil or resist lateral pressure due to snow loading. In the case of snow build up against a stud wall the owner shall be responsible to eliminate snow to stud wall contact.

h) All framing lumber shall be Douglas Fir Larch with moisture content less than 19%, uno.

i) Glu-lams shall be 24F-V4 uno. Glu-lams exposed to weather must be rated for exterior use by the manufacturer or approved protection from exposure to be provided. In beams for floor applications, zero camber shall be provided.

j) Laminated veneer lumber (LVL) and engineered wood beams (EWB) specified shall have the following minimum design strengths: 1 3/4" wide: Fb=2600 psi, Fv=285 psi, E=1,900,000 psi and 2-11/16" wide & up: Fb=2900 psi, Fv=285 psi, E=2,000,000 psi.

k) Where multiple trimmers or studs are specified, those trimmers are to be stacked in all wall framing and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, uno.

l) Where posts with column caps, straps, or bearing plates are called out for, the load is to be transferred to the foundation with posts as specified and solid vertical grain blocking shall be provided @ all floor levels down to the foundation, uno.

m) All built up, laminated double or multiple 2X joists and beams shall be nailed together with (3) rows of 16d nails at 12" oc. staggered, uno. Three piece members shall be nailed from each side.

n) All 4x and 6x posts and columns shall be D.F. #1 or better, uno. All other 4x and 6x framing members shall be D.F. #2 or better, uno.

o) All framing members specified in these calculations are minimums, and larger members may be substituted.

p) All floor openings shall be between joists, uno.

q) DO NOT drill holes, notch, or cut into beams, studs, and joists, unless detailed on the plans.

r) When using "green" lumber, care shall be taken to allow for the effects of shrinkage. If necessary to avoid sagging, joists, rafters, and beams shall be braced at midspan until lumber has dried out and reached a stable moisture content.

s) Where feasible manufactured options have been specified, engineer recommends the use of manufactured lumber products in lieu of dimensional lumber in all cases to control shrinkage related problems.

Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.: 3
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

6. TRUSSES

a) All prefabricated trusses shall be fabricated by a code approved manufacturer. The manufacturer shall be responsible for the design and certification of the trusses.

b) It is the responsibility of the manufacturer to conform the truss design according to the loading conditions as called for in these calculations, such as (1) live and dead loads, (2) truss spacing, (3) spans and eave overhangs, (4) roof pitch, (5) bearing points, and (6) drag loads.

c) Client shall supply to the Engineer calculations and shop drawings for approval prior to fabrication.

d) All calculations and shop drawings shall be signed by a registered engineer of the state in which the structure is to be built.

e) Trusses shall be designed in accordance with the latest local approved codes and ordinances for all loads imposed, including lateral loads and mechanical equipment loads. Truss fabricator shall review all architectural drawings and meet architectural profiles as indicated.

f) Shop drawings shall also include the following information: 1) Project name and location. 2) All design loads as set forth in these calculations. 3) Member stresses, deflections, type of joint plates, and allowable design values. Truss joints shall be designed per requirements of the Truss Plate Institute (TPI). 4) Type, size, and location of hangers to be used for the project. Hangers shall be designed to support the full vertical load and a lateral load equal to 20% of the vertical reaction. All connectors shall be code approved and of adequate strength to resist the stresses due to the loading involved.

g) The truss manufacturer shall be responsible for all truss to truss connections, all truss to girder connections, and if the girder truss is made up of more than one truss, all connections between these trusses.

h) The truss manufacturer shall insure that the truss package meets the profile as required by the contract documents.

i) Total load deflection shall be limited to L/240. Live load deflection shall be limited to L/360.

j) Trusses are to be handled, installed, and braced in accordance with BCSI-B1 by the TPI and WTCA.

k) Where truss blocking is called out, the blocking piece shall be the same depth as the adjoining members and capable of resisting a lateral load equal to 500 pounds in its plane, U.N.O., or be sheathed with 1/2" CDX plywood and nailed with 10d common nails at 6" o.c. edge nailing.

l) The truss manufacturer shall be responsible for the design of all trusses used as drag or chord members and shall insure that such trusses are placed as required on the framing plans. The amount of load to be laterally transmitted by the member shall be a minimum of 2000 pounds unless otherwise shown on the framing plans.

m) The truss manufacturer shall provide a means of attic access when spacing is 16" o.c. or less.

n) Gable end trusses shall be structural, designed to support overhang and to allow a top chord notch of 1 1/2".

o) Girder trusses are to be supported by multiple trimmers, uno.

p) All non-bearing walls are to have a 1/2" gap to the bottom chord of trusses.

q) When snow loads exceed 50 psf the trusses shall be stacked over wall studs at bearing points.

7. HARDWARE / STRUCTURAL STEEL

a) All hardware specified shall be Simpson Strong-Tie Co. (or equal) installed per manufacturer's specifications, uno. All Hardware located in wet service locations shall be stainless steel or hot-dipped galvanized. Hardware or fasteners that are to contact preservative treated (p.t.) or fire retardant trested wood must be stainless steel or hot-dipped galvanized. Additional care must be given to the corrosivity of certain combinations of p.t. lumber and uncoated and even coated hardware and fasteners. It is anticipated that the chemical treatments of the available lumber in any region will change over time. Check with the p.t. lumber manufacturer in regards to the exact chemical composition of the p.t. treated lumber being used, and then contact the engineer of record to verify the correct specification for the hardware and fasteners.

Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.: 4
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

b) Structural steel shall conform to ASTM A36, uno. Structural wide flange steel shall conform to ASTM A992 GR50, uno. Pipe columns shall conform to ASTM A53, Type E or S, uno. Hollow structural steel sections shall conform to ASTM 500, Grade B, uno.

c) All welding shall conform to the American Welding Society specifications. All welding shall be done by welders certified by the local building authority. All shop welding shall be in an approved fabricators shop authorized by the local building authority or specific inspection per the CBC shall be provided. All field welding shall require special inspection per 2012 IBC Section 1704.

d) All welding electrodes shall be E70XX or shielded wires with Fy greater than 70ksi.

e) All nails specified are common nails. Nails for sheathing may differ as specified in the shear wall schedule. No substitutions unless specified on plans or in these calculations or approved in writing by Engineer.

f) The minimum nailing for all framing shall conform to 2012 IBC Table 2304.9.1.

g) All bolts specified must meet ASTM A307. Bolt holes shall be 1/32" to 1/16" larger than the specified bolt. Washers shall be used at each bolt head and nut next to wood. All washers to be not less than standard cut washers.

h) Provide .229" (3 GA.) x 3" x 3" washers on all foundation anchor bolts. The edge of the washer needs to be installed such that the edge of the plate washer is within 1/2" of the edge of the sheathed edge of the sill.

i) In steel to steel connections thread shall be excluded from shear plane.

8. DESIGN LOADS

a) All floor and roof systems shall be designed per the 2012 IBC Chapter 16. Use floor design loads as set forth in Table 1607.1 of the 2010 CBC. Use roof design loads as set forth in Section 1607.11 of the 2012 IBC.

b) Snow loading as per Figure 1608.2 and Section 1608 of the 2012 IBC, and ASCE 7 Section 7 and local amendments.

c) Where snow loads occur that are in excess of the design conditions, the structural systems shall be designed for such loads as determined by the local building official.

d) Every building or structure and every portion thereof shall be designed to resist wind effects in accordance with 2012 IBC Section 1609 and ASCE 7 Section 26.

e) Every building or structure and every portion thereof shall be designed to resist the effects of seismic ground motions in accordance with 2012 IBC Section 1613 and ASCE 7 Sections 11 thru 13.

f) Design snow loads of 30 psf or less need not be combined with seismic loads. Where design snow loads exceed 30 psf the design snow load shall be included with seismic loads, but may be reduced up to 80%. Some jurisdictions use lesser reductions, see seismic calculations.

Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.: 5
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

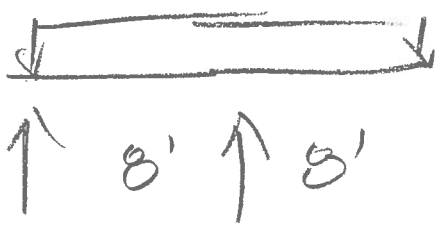
1

$l = 8'$ $\quad w = (\overset{S+D}{55+10})(16/12) = 87\,plf$ $\quad R = 347\#$

$M = 696\,\#FT$ $\quad V = -$ $\quad EI = 31 \times 10^6$

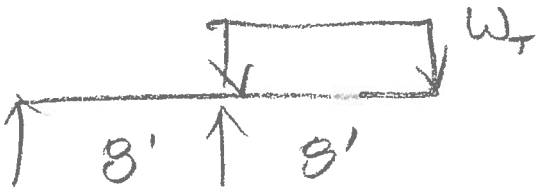
<<2x8 AYC #2 @ 16" o.c.>>

2



$w_T = 8(65) = 520\,plf$

(see pg 6)



<<5½" x 12" - 20f-V13AC>>

(see pg 7)

WoodWorks® SOFTWARE FOR WOOD DESIGN

COMPANY
BUILDING CONCEPTS, INC.
1478 4TH STREET
MINDEN, NV 89423
775-782-8886
June 5, 2014 16:27

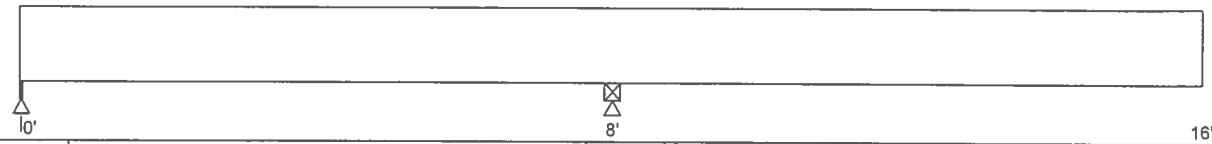
PROJECT
6
14094-2.wwb

Design Check Calculation Sheet
Sizer 6.4

LOADS (lbs, psf, or plf) :

Load	Type	Distribution	Magnitude Start	Magnitude End	Location [ft] Start	Location [ft] End	Pat-tern
WD	Dead	Full UDL	80.0				No
WS	Snow	Full UDL	440.0				Yes

MAXIMUM REACTIONS (lbs) and BEARING LENGTHS (in) :



Dead			1489		
Live	880		7040		
Uplift	880				
Total	880		8529		
Bearing:					
Load Comb	#3		#2		#0
Length	0.50*		2.60		0.00
Cb	1.00		1.14		0.00

*Min. bearing length for beams is 1/2" for exterior supports

Glulam-Bal., West Species, 20F-V13 AC, 5-1/8x12"
Self-weight of 13.08 plf included in loads;
Lateral support: top= at supports, bottom= at supports;

Analysis vs. Allowable Stress (psi) and Deflection (in) using NDS 2001 :

Criterion	Analysis Value	Design Value	Analysis/Design
Shear	fv = 92	Fv' = 240	fv/Fv' = 0.38
Bending(+)	fb = 71	Fb' = 1991	fb/Fb' = 0.04
Bending(-)	fb = 1664	Fb' = 1978	fb/Fb' = 0.84
Deflection:			
Interior Live	-0.07 = <L/999	0.27 = L/360	0.27
Total	-0.09 = <L/999	0.40 = L/240	0.22
Cantil. Live	0.76 = L/125	0.53 = L/180	1.43
Total	0.99 = L/97	0.80 = L/120	1.23

ADDITIONAL DATA:

FACTORS:	F	CD	CM	Ct	CL	CV	Cfu	Cr	Cfrt	Notes	Cn	LC#
Fv'	240	1.00	1.00	1.00	-	-	-	-	1.00	1.00	1.00	2
Fb'+	2000	1.00	1.00	1.00	0.996	1.000	1.00	1.00	1.00	1.00	-	3
Fb'-	2000	1.00	1.00	1.00	0.989	1.000	1.00	1.00	1.00	1.00	-	2
Fcp'	560	-	1.00	1.00	-	-	-	-	1.00	-	-	-
E'	1.5 million		1.00	1.00	-	-	-	-	1.00	-	-	4

Custom duration factor for Snow load = 1.00

```
 Shear     : LC #2  = D+S, V =   4265, V design =   3764 lbs
 Bending(+): LC #3  = D+S (pattern: Ss), M =    725 lbs-ft
 Bending(-): LC #2  = D+S, M =  17059 lbs-ft
 Deflection: LC #4  = D+S (pattern: sS)  EI=   1107e06 lb-in2
 Total Deflection = 1.50(Dead Load Deflection) + Live Load Deflection.
   (D=dead  L=live  S=snow  W=wind  I=impact  C=construction  CLd=concentrated)
   (All LC's are listed in the Analysis output)
   (Load Pattern: s=S/2,  X=L+S or L+C,  _=no pattern load in this span)
 Load combinations: ICC-IBC
```

DESIGN NOTES:
1. Please verify that the default deflection limits are appropriate for your application.
2. Glulam design values are for materials conforming to AITC 117-2001 and manufactured in accordance with ANSI/AITC A190.1-1992
3. Grades with equal bending capacity in the top and bottom edges of the beam cross-section are recommended for continuous beams.
4. GLULAM: bxd = actual breadth x actual depth.
5. Glulam Beams shall be laterally supported according to the provisions of NDS Clause 3.3.3.
6. GLULAM: bearing length based on smaller of Fcp(tension), Fcp(comp'n).
7. The critical deflection value has been determined using maximum back-span deflection. Cantilever deflections do not govern design.

WoodWorks® SOFTWARE FOR WOOD DESIGN

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1478 4TH STREET
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June 5, 2014 16:31

PROJECT
7
14094-2B.wwb

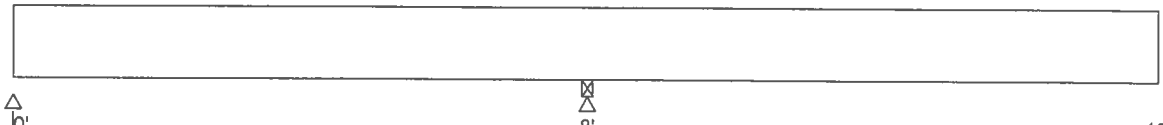
Design Check Calculation Sheet

Sizer 6.4

LOADS (lbs, psf, or plf) :

Load	Type	Distribution	Magnitude Start	Magnitude End	Location [ft] Start	Location [ft] End	Pat-tern
WD	Dead	Partial UD	80.0	80.0	8.00	16.00	No
WS	Snow	Partial UD	440.0	440.0	8.00	16.00	Yes
WDE	Dead	Partial UD	1.0	1.0	0.00	8.00	No

MAXIMUM REACTIONS (lbs) and BEARING LENGTHS (in) :



	0'		8'		16'
Dead			1173		
Live			5280		
Uplift	2076				
Total			6453		
Bearing:					
Load Comb	#0		#2		#0
Length	0.00		1.87		0.00
Cb	0.00		1.20		0.00

Glulam-Bal., West Species, 20F-V13 AC, 5-1/8x12"

Self-weight of 13.08 plf included in loads;
Lateral support: top= at supports, bottom= at supports;

Analysis vs. Allowable Stress (psi) and Deflection (in) using NDS 2001 :

Criterion	Analysis Value	Design Value	Analysis/Design
Shear	fv = 92	Fv' = 240	fv/Fv' = 0.38
Bending(-)	fb = 1664	Fb' = 1978	fb/Fb' = 0.84
Deflection:			
Interior Live	-0.09 = <L/999	0.27 = L/360	0.33
Total	-0.11 = L/841	0.40 = L/240	0.29
Cantil. Live	0.82 = L/116	0.53 = L/180	1.54
Total	1.08 = L/89	0.80 = L/120	1.34

ADDITIONAL DATA:

FACTORS:	F	CD	CM	Ct	CL	CV	Cfu	Cr	Cfrt	Notes	Cn	LC#
Fv'	240	1.00	1.00	1.00	-	-	-	-	1.00	1.00	1.00	2
Fb'-	2000	1.00	1.00	1.00	0.989	1.000	1.00	1.00	1.00	1.00	-	2
Fcp'	560	-	1.00	1.00	-	-	-	-	1.00	-	-	-
E'	1.5 million		1.00	1.00	-	-	-	-	1.00	-	-	2

Custom duration factor for Snow load = 1.00

Shear : LC #2 = D+S, V = 4265, V design = 3764 lbs
Bending(-): LC #2 = D+S, M = 17059 lbs-ft
Deflection: LC #2 = D+S EI= 1107e06 lb-in2
Total Deflection = 1.50(Dead Load Deflection) + Live Load Deflection.
(D=dead L=live S=snow W=wind I=impact C=construction CLd=concentrated)
(All LC's are listed in the Analysis output)
(Load Pattern: s=S/2, X=L+S or L+C, _=no pattern load in this span)
Load combinations: ICC-IBC

DESIGN NOTES:

1. Please verify that the default deflection limits are appropriate for your application.
2. Glulam design values are for materials conforming to AITC 117-2001 and manufactured in accordance with ANSI/AITC A190.1-1992
3. Grades with equal bending capacity in the top and bottom edges of the beam cross-section are recommended for continuous beams.
4. GLULAM: bxd = actual breadth x actual depth.
5. Glulam Beams shall be laterally supported according to the provisions of NDS Clause 3.3.3.
6. GLULAM: bearing length based on smaller of Fcp(tension), Fcp(comp'n).
7. The critical deflection value has been determined using maximum back-span deflection. Cantilever deflections do not govern design.

Client:	RO ANDERSON	Job No.:	14094	Date:	JUNE, 2014
Project:	FISHING PLATFORM	Prepared By:	PRC	Sheet No.:	8
Address:	MOUNTAIN GATE - PHASE 2				
	MONO COUNTY, CA				

FOOTING DESIGN

PIER CAPACITY

PIER	LOAD	PIER REQUIRED
	$-2^k < P < 2^k$	18" □
	$P = 4.3^k \rightarrow 8.6^k$	32" □

FOOTING CAPACITY

FOOTING	LOAD / FT	FOOTING REQUIRED
	N/A	

B CONCEPTS

Client: RO ANDERSON Job No.: 14094 Date: JUNE, 2014

Project: FISHING PLATFORM Prepared By: PRC Sheet No.: 9

Address: MOUNTAIN GATE - PHASE 2

MONO COUNTY, CA

FOOTINGS

PIER SCHEDULE

SYMBOL	WIDTH (each side)	DEPTH	STEEL (each way)	CAPACITY, # 1000 PSF	CAPACITY, # 1500 PSF	CAPACITY, # 2000 PSF
12	12'	10'	(2) #4's	1,000	1,500	2,000
16 or 18 DIA.	16'	10'	(2) #4's	1,777	2,667	3,566
18 or 21 DIA.	18'	10'	(2) #4's	2,250	3,375	4,500
21 or 24 DIA.	21'	10'	(2) #4's	3,063	4,594	6,125
24	24'	10'	(3) #4's	4,000	6,000	8,000
28	28'	12'	(3) #4's	5,444	8,166	10,888
32	32'	12'	(4) #4's	7,111	10,666	14,222
36	36'	12'	(5) #4's	9,000	13,500	18,000
42	42'	12'	(6) #4's	12,250	18,375	24,500
48	48'	14'	(7) #4's	16,000	24,000	32,000
54	54'	14'	(8) #4's	20,250	30,375	40,500
60	60'	14'	(9) #4's	25,000	37,500	50,000
66	66'	14'	(10) #4's	30,250	45,375	60,500
72	72'	14'	(11) #4's	36,000	54,000	72,000

PERIMETER FOOTING SCHEDULE

SYMBOL	WIDTH	DEPTH (N/A TO MONOPOUR)	STEEL (CONTINUOUS)	CAPACITY, #/FT 1000 PSF	CAPACITY, #/FT 1500 PSF	CAPACITY, #/FT 2000 PSF
12	12'	8'	(1) #4's	1,000	1,500	2,000
16	16'	8'	(1) #4's	1,333	2,000	2,667
18	18'	8'	(2) #4's	1,500	2,250	3,000
21	21'	8'	(2) #4's	1,750	2,625	3,500
24	24'	8'	(2) #4's	2,000	3,000	4,000
28	28'	10'	(3) #4's	2,333	3,500	4,666
32	32'	10'	(3) #4's	2,666	4,000	5,333

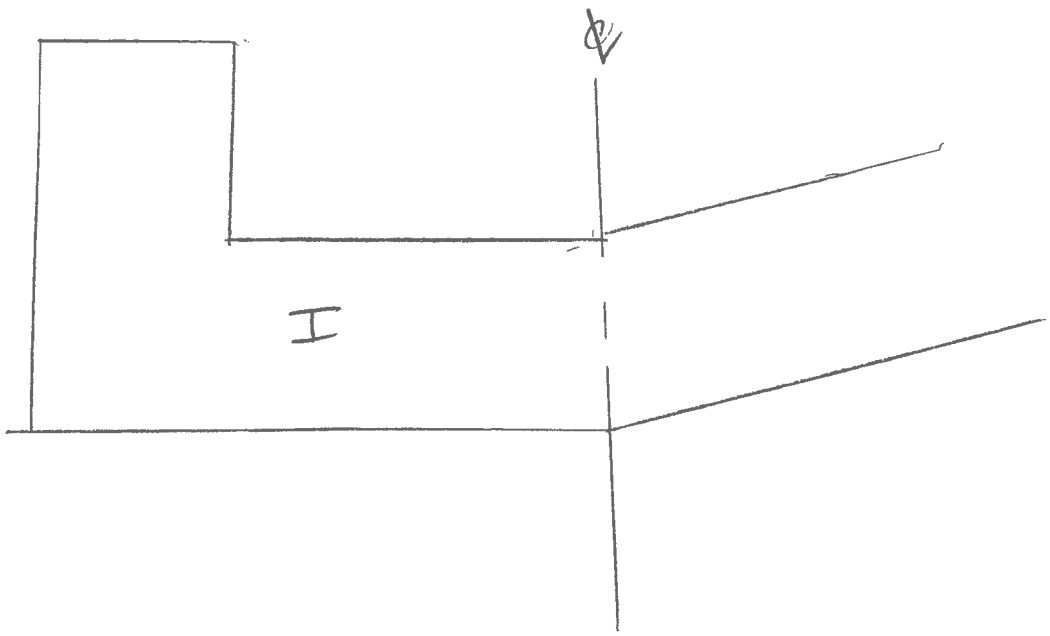
STEMWALL

- 8" Wide w/ (1) #4 Cont. @ Top, U.N.O. Provide #4 Verticals @ 48" o.c., Hook @ Footing. (Alternate Hooks). Provide #4 Vert. @ 32" o.c. & #4 Horiz. @ 24" o.c. at CMU Stemwalls.
- If Stemwall Exceeds 36" Above Top Of Footing, Use #4's @ 18" o.c. Horizontal Continuous & #4's @ 18" o.c. Vertical, U.N.O.
- All Footings Shall Bear On Undisturbed Soil, Soil Bearing Pressure Shall be Determined by the Geotechnical Report, Local Building Codes or 2012 IBC Table 1806.2.
- Exterior Footings To Be Placed 18" Or 24" Below Grade Per Applicable Local Codes

Client:	RO ANDERSON	Job No.:	14094	Date:	JUNE, 2014
Project:	FISHING PLATFORM	Prepared By:	PRC	Sheet No.:	10
Address:	MOUNTAIN GATE - PHASE 2				
	MONO COUNTY, CA				

LATERAL DESIGN

SKETCH OF STRUCTURE:



Client: RO ANDERSON		Job No.: 14094	Date: JUNE, 2014
Project: FISHING PLATFORM		Prepared By: PRC	Sheet No.: 11
Address: MOUNTAIN GATE - PHASE 2			
MONO COUNTY, CA			

LAT. 38.51

LONG. -119.45

LATERAL DESIGN

SEISMIC DESIGN CATEGORY (CBC Table 1613.5.6.(1), ASCE Table 11.6-1): D

SIMPLIFIED SEISMIC DESIGN PROCEDURE (PER ASCE 7 SECTION 12.14)

THIS STRUCTURE MEETS THE LIMITATIONS OF ASCE 7 SECTION 12.14 ✓

$S_{DS} = \frac{2}{3} \cdot Fa \cdot Ss$ 1.035

$V = \frac{F \cdot S_{DS}}{1.4\ R} \cdot W$

$V = .493\ W$

V = Working stress level base shear (#).

S_{DS} = design elastic response acceleration at short periods (0.2 sec) (g).

Fa = Site Coefficient specified in CBC Table 1613.5.3(1), ASCE Table 11.4-1. (1.0 for site class D when Ss greater than 1.25g)

Ss </= 1.5 = mapped spectral acceleration for short periods (g) (CBC Figure 1613.5(3), ASCE Figure 22-3)

1.4 = Allowable Stress Design Factor (ASCE 7, Ch. 2 - Basic Load Combs.)

F = 1.0 for one-story buildings
= 1.1 for two-story buildings
= 1.2 for three-story buildings

R = response modification factor specified in ASCE Table 12.14-1 (6.5 for light frame wall with wood/steel shear panels) (4.0 for ordinary reinforced concrete walls)

W = effective seismic weight per ASCE 7 Section 12.14.8.1

SEISMIC DESIGN LOADS:

R=1.5

$V' = .493(55/5 + 10) = 10.35\ psf$

$V = 10.35(512\ \#) = 5.3^K$

$V = 5.3^K / 14 = 379\ \#/PIER$

USGS Design Maps Summary Report

User–Specified Input

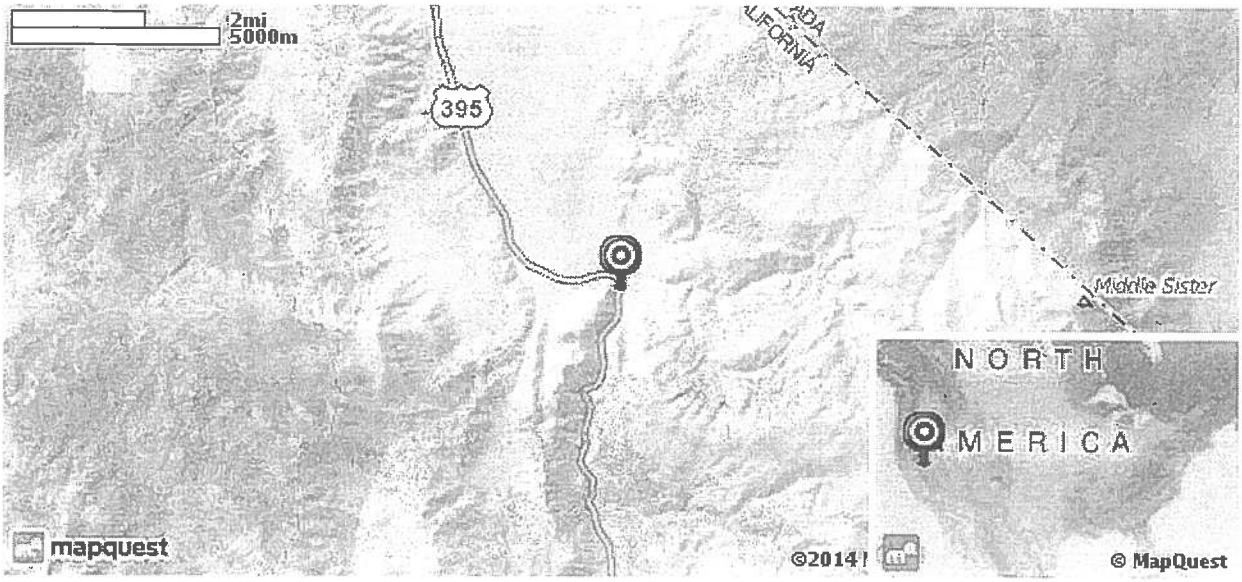
Report Title FISHING PLATFORM
Fri June 6, 2014 00:22:41 UTC

Building Code Reference Document 2012 International Building Code
(which utilizes USGS hazard data available in 2008)

Site Coordinates 38.51°N, 119.45°W

Site Soil Classification Site Class D – "Stiff Soil"

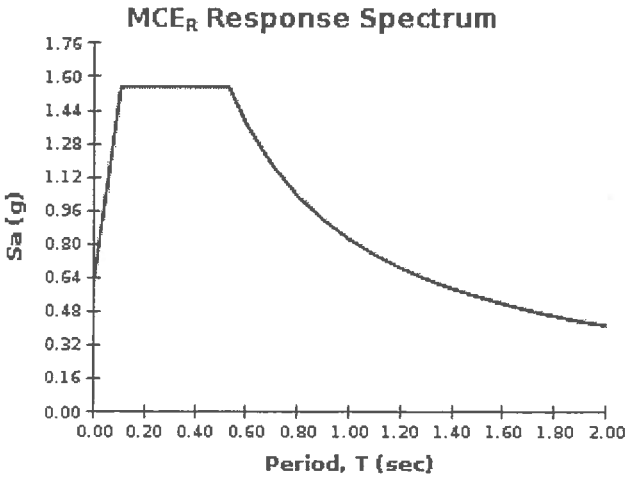
Risk Category I/II/III

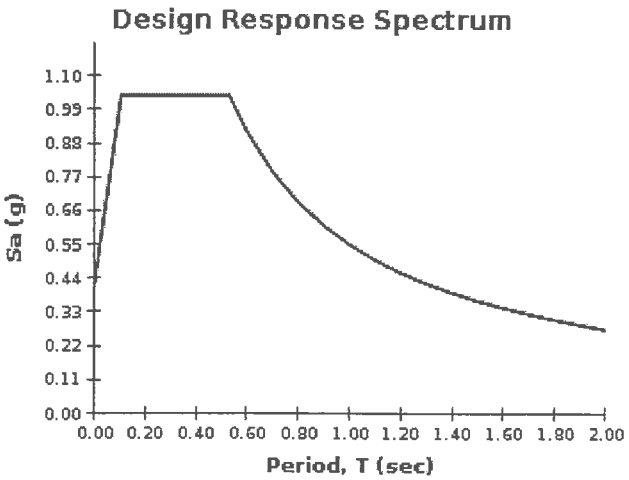


USGS–Provided Output

S_S =	1.553 g	S_{MS} =	1.553 g	S_{DS} =	1.035 g
S_1 =	0.550 g	S_{M1} =	0.825 g	S_{D1} =	0.550 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.





Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter

SECTION III

GENERAL CONSTRUCTION SPECIFICATIONS

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GENERAL CONSTRUCTION SPECIFICATIONS FOR LAND DEVELOPMENT & IMPROVEMENT PROJECTS IN MONO COUNTY

Mono County Department of Public Works

GENERAL

1. All work shall conform to these plans, specifications, and the "Standard Specifications" (2010 edition) issued by the California Department of Transportation (Caltrans).

2. Contractor shall conduct all grading operations in conformance with the Construction Safety Orders of the State of California, Department of Industrial Relations, Division of Industrial Safety. Contractor shall comply with all requirements of general OSHA Standards for the protection of workmen and the general public.

3. Any evidence of the historical presence of man found during construction shall be brought to the attention of the Mono County Community Development Department and all construction activities shall cease until authorized by that department.

4. Construction activities shall be limited to the hours of 7:00 am to 8:00 pm Monday through Saturday (no operations allowed on Sundays). Contractor shall keep noise levels of construction equipment to a minimum, using sound muffling devices in accordance with prevailing requirements. Site preparation and construction shall be conducted so as to minimize excessive noise, dust, debris and disturbance to neighbors within 500 feet.

5. The limits of construction specified on these plans shall be carefully and fully flagged prior to start of construction in a manner to prevent damage to vegetation and disturbance to soils outside of the construction area. Site-disturbing activities shall be restricted to the identified boundaries of the project.

6. Restrictions on the movements of heavy equipment shall be accomplished through the establishment of designated travel routes and barriers which prevent cutting, scarring and root damage to trees and shrubs not being removed.

7. Contractor shall be responsible for, and will bear the cost of, resetting any survey stakes or monuments destroyed by his operations.

GRADING

8. Areas to be graded shall be cleared of brush, vegetation, large boulders, and other deleterious materials. Waste materials shall be disposed of by the contractor to a location approved and permitted to receive such material.

9. Topsoil removed during clearing activities shall be stockpiled within the approved limits of construction for re-application to slopes and disturbed areas upon project completion. Stockpile location shall be in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP), if applicable.

10. Surplus or waste material shall not be placed in drainage ways.

11. Finished grades in all areas shall be constructed in accordance with these plans. No areas shall be left such that a ponding condition occurs, unless otherwise specified.

EROSION CONTROL

12. Construction activities shall be performed in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) and/or Report of the Waste Discharge, as applicable. Stockpiled materials and equipment storage areas shall be located as specified in the approved report. Temporary erosion control facilities shall be in place prior to commencing any grading operations. Upon completion of construction, permanent erosion control facilities shall be placed as designed in the approved report. It is the responsibility of the contractor to maintain a copy of the SWPPP on site.

13. Contractor shall take all such measures necessary to retain soil and sediment on-site and to prevent tracking of mud and dirt onto public roadways.

14. All exposed soil surfaces to remain shall be stabilized and/or reseeded in accordance with an approved landscape plan or an approved Storm Water Pollution Prevention Plan (SWPPP), as applicable. In the event neither document is required by Mono County or the Lahontan Regional Water Quality Control Board, stockpiled topsoil shall be spread evenly to a minimum depth of 6 inches over slopes and disturbed areas and seeded to prevent erosion with the following mixture and application rates [engineer may modify as necessary for specific area]:

Hard Fescue Grass	20 lb/acre
Lupin	5 lb/acre
Crested Wheat Grass	20 lb/acre
Sagebrush	5 lb/acre
Pubescent Wheat Grass	20 lb/acre

15. Seeded slopes shall be protected by installation of an erosion control blanket, “North American Green SC150,” or approved equal, secured in accordance with manufacturer’s recommendations.

16. At no time shall the contractor dewater the project site by pumping into bodies of water, storm drains, or a subdrain system.

MATERIALS

17. Contractor shall contact the Mono County Department of Public Works to schedule field observation prior to backfilling or installation of concrete.

18. Compaction testing shall be performed by the geotechnical engineer or testing firm identified in these specifications on each lift of fill. All compaction tests required by these specifications shall be performed pursuant to ASTM D-1557-00 (or most recent edition). Should any compaction test fail to meet the specified minimum density, the deficiency shall be corrected at the expense of the contractor prior to any additional work.

19. Subgrade in areas to be paved shall be scarified, moisture-conditioned, and compacted to a minimum of 90% of the material's maximum dry density for the upper 12 inches.

20. Structural fill material shall be placed in maximum 8-inch lifts and compacted to a minimum of 90% of the material's maximum dry density (non-structural fill will be compacted to a minimum 85% of the material's maximum dry density). Existing slopes of 5:1 or steeper to receive fill shall be keyed with equipment-width benches prior to compaction and fill placement.

21. Earthen material imported or excavated on the property may be utilized in the fill, provided that each material has been determined to be suitable by the geotechnical engineer. All fill material shall be free of rocks greater than 4 inches in diameter and organic and other deleterious material. Soils of poor gradation, expansion potential, or strength characteristics shall be placed in areas designated by the engineer or shall be mixed with other soils to serve as satisfactory fill material as determined by the geotechnical engineer.

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