



Siskiyou Power Authority

Request for Proposals (RFP) RFP # 2026-205011-01 – General Services

For

Box Canyon Dam Generator Replacement Project

2623 W A Barr Road, Mount Shasta, CA 96067

Proposals shall be mailed or delivered to:

Emily Harper

Siskiyou Power Authority 190 Greenhorn Road
Yreka, CA 96097

RFP_RFB_submissions@co.siskiyou.ca.us

Proposals Due by:

May 20, 2026

3:00 PM

Request for Proposals

Box Canyon Dam Generator Replacement Project

Proposed Timeline

Date	Activity
04/06/2026	Release of Request for Proposals (RFP)
04/17/2026	Mandatory Pre-Bid Walk Through. Starting at 2623 W A Barr Road, Mount Shasta, CA 96067 at 11:00 A.M.
05/01/2026	Deadline to Submit Questions
05/20/2026	Submission of Proposals due by 3:00 PM
05/21/26 – 06/25/2026	Review of Proposals
Withing 15 days after Review	Notice of Intent to Recommend Award
Within 45 days after Review	Notice of Award

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ATTACHMENTS

A Public Works Contract

DRAWINGS

Sheet Numbers 1 through 26 dated September 12, 2025 – Bound Separately

NOTICE INVITING BIDS

Separate sealed Bids for the construction of the Box Canyon Dam Generator Replacement Project will be received by the Siskiyou Power Authority at 190 Greenhorn Road, Yreka, CA until 3:00 p.m. local time on May 20th, 2026, at which time the Bids will be publicly opened and read aloud. The Project is located at 2623 WA Barr Road, Mount Shasta, CA and consists of:

- Site improvements for grading and drainage.
- Installation of concrete pad and new generator.
- Installation of generator canopy structure.
- Installation of generator yard fencing.
- Demolition of a portion of existing concrete access stairs and railing.
- Installation of steel framed access stairs and railing.
- Electrical infrastructure from new generator to new MTS.
- Electrical work to add trolley motor to backup power supply.

Engineer's Construction Cost Estimate is \$1,080,000 to \$1,390,000.

Bids will be received for a single prime contract. Bids will be on a lump-sum/unit-price basis. All bids shall be evaluated on the basis of the Base Bid amount.

A mandatory, pre-bid job site visit will take place on April 17, 2026, starting at 11:00a.m. at 2623 W A Barr Road, Mount Shasta, CA 96067.

The Issuing Office for the Bidding Documents is the Siskiyou Power Authority, 190 Greenhorn Road, Yreka CA, 96097. Prospective bidders may examine the Bidding Documents at the Issuing Office during normal business hours. Questions regarding the Bidding Documents shall be directed to Emily Harper at (530) 842-8241 or emharper@co.siskiyou.ca.us. Each Bid must be in accordance with the Contract Documents, drawings, and specifications.

The Siskiyou Power Authority (Owner) is using the County of Siskiyou's website, <https://www.siskiyoucounty.gov/rfps>, to advertise these Bidding Documents. This is the only internet website for prospective bidders to obtain official project information and Bidding Documents for this project.

****DISCLAIMER REGARDING BID DOCUMENTS****

Electronic Bidding Documents are provided electronically and free of charge. It is the responsibility of each prospective bidder to verify the completeness of their printed Bidding Documents before submitting their bid and accompanying executed addenda acknowledgment forms. Users are cautioned that the Owner does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bidding Documents. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective subcontractors and suppliers.

Be advised that the information contained on the Owner's website may change without notice to prospective bidders. It is the responsibility of each prospective bidder to check the Owner's website on a daily basis through the close of bids for any applicable addenda or updates.

The Contract Documents include all items listed in the Contract. The document referred to as the "Standard Specifications" is the separately bound Standard Specifications for Public Works Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified by the Special Provisions are part of the Contract Documents. Portions of Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents when referenced.

Each Bid shall be made in accordance with the Specifications and Bid requirements thereof, and no bid will be received unless it is made on Bid forms included in the Contract Documents. Each bid must be accompanied by cashier's check or Bidder's Bond made payable to Siskiyou Power Authority for an amount equal to at least ten percent (10%) of the total amount of the Bid as a guarantee that the Contractor will execute the Contract in conformance with the Bid and the Specifications. Such guarantee shall be forfeited should the bidder to whom the Contract is awarded fail to enter into the Contract.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license in accordance with the provisions of Section 3300 of the California Public Contract Code.

No Contractor or subcontractor may be listed on a Bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).

WAGE RATE REQUIREMENTS

The general prevailing wage rate of per diem wages, holidays, and over-time work for each craft, classification, or type of workman needed to execute the Contract are established by the State of California, Department of Industrial Relations. State Prevailing Wage Rates can be obtained from www.dir.ca.gov/DLSR/PWD/. The Wage Decision, including modification, must be posted by the Contractor on the job site.

The Owner reserves the right to accept or reject any and/or all Bids and to make that award to the lowest responsible bidder, which is in the best interest of the Owner.

INSTRUCTIONS TO BIDDERS

1. BID FORMAT

Each Bid must be submitted in a sealed envelope, addressed to the Owner at the office where bids will be received as stated in the Notice Inviting Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as BID FOR BOX CANYON GENERATOR REPLACEMENT PROJECT, and the envelope should bear on the outside the name of the Bidder and its address.

All Bids shall be made on the required Bid form(s). All blank spaces for Bid prices shall be filled in, in ink or typewritten, and the Bid form(s) shall be fully completed and executed when submitted. Any corrections to entries made on Bid form(s) shall be initialed in ink by the person signing the Bid. In case of discrepancy between unit prices and total shown in the Bid, unit prices shall prevail. Only one copy of the Bid form(s) is required unless otherwise specified. Additional sheets required to fully respond to requested information are permissible. All items listed on the Bidder's Checklist shall be included to constitute a complete Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn either personally or by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Modifications to Bids already submitted will be allowed if received in writing prior to the time fixed in the Notice Inviting Bids for opening of Bids. Any Bid received after the time and date specified shall be returned unopened and not be considered.

2. BIDDER'S UNDERSTANDING

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. If the Bidder determines any errors or inaccuracies in the Contract Documents, the Bidder shall immediately notify the Engineer. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or the Engineer or any other person shall not affect the risks or obligations assumed by the Contractor or relieve them from fulfilling any of the conditions of the Contract.

All information or responses of a Bidder in its Bid and other documents accompanying the Bid shall be complete, accurate and true. Incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid, in the Owner's sole discretion, for nonresponsiveness.

Bidders are solely responsible for the cost of preparing their bids.

3. BID GUARANTEE; PERFORMANCE AND PAYMENT BONDS

Each Bid must be accompanied by a Bid Guarantee, consisting of a Bid Bond payable to the Owner. The Bid Guarantee shall be in the amount of ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will, upon written request, return the Bid Guarantees of all except the three lowest responsible Bidders. When the Contract is executed, the Bid Guarantees of the two remaining unsuccessful Bidders will be returned, upon written request. The Bid Guarantee of the successful Bidder will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. Unless specifically requested by Bidders in writing, Bid Bonds will not be returned, but will be considered void and will be destroyed when Bid Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's Bond form enclosed in these Documents or on a form that conforms to it. The bonds must be executed by a duly licensed surety company which is listed in the latest circular 570 of the United States Treasury Department as being acceptable as a surety on federal bonds.

A Performance Bond and a Payment Bond, each in the amount of 100% of the total contract amount as stipulated in the General Provisions, will be required for the faithful performance of the Contract. The Performance Bond shall remain in effect until the end of all warranty periods set forth in the Contract Documents.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

4. EVALUATION OF BIDS

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

Evaluation of Bids:

1. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid or prior to the Notice of Award.
2. Award will be made to the lowest overall responsible Bidder based on the Base Bid amount, subject to satisfaction of the conditions described above.

In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

5. AWARD OF CONTRACT

No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond, Payment Bond, and insurance certificates as specified in the Contract Documents within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Contract and Bond forms. In case of failure of the Bidder to execute the Contract, the Owner may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Owner.

The Owner, within twenty-one (21) calendar days of receipt of acceptable Performance Bond, Payment Bond, Contract signed by the party to whom the Contract was awarded, and insurance certificates, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw their signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

The Contract is to be awarded to the responsive, responsible bidder with the lowest total of the base bid.

If, at the time this Contract is to be awarded, the total of the lowest responsive Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all bids or take such other action as best serves the Owner's interests.

6. LIST OF SUBCONTRACTORS AND REGISTRATION

As stipulated in the General Provisions, Section 1-6.2, each Bidder shall submit with their Bid a list showing the name, address, and type of work to be performed by each subcontractor who will be employed by the Contractor in performance of the work in the amount of more than one-half of one percent of the total Contract amount("Subcontractors List"). If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself.

An inadvertent error in listing the California contractor license number on the Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the Owner within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

No Contractor or subcontractor may be listed on a Bid for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). The subcontractor's registration must remain active throughout the term of the Contract.

No Contractor or subcontractor may be awarded a Contract for public work on a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

1. The subcontractor is registered prior to the bid opening.
2. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
3. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

7. ADDENDA AND EXPLANATIONS TO BIDDERS

Any explanation regarding the meaning or interpretation of Drawings, Specifications, or other Contract Documents must be requested in writing by 5:00 p.m. local time on May 1, 2026. Any such explanations or interpretations shall be made in the form of Addenda to the Documents

and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bid. Oral explanations and interpretations shall not be binding.

Prior to Bidding, the request for Engineer's clarification of materials and approval of equipment considered "or equal" must be received by the Engineer at least fifteen (15) calendar days prior to the deadline for receipt of Bids. Requests for Engineer's clarification received after this date may not be reviewed.

8. LICENSING REQUIREMENTS FOR BIDDERS/CONTRACTORS

All Bidders, including General Contractors and specialty Contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. The Prime Contractor shall hold a Class A license.

9. TAXES AND OTHER FEES

The prices submitted in the Bid shall include all sales taxes, other taxes, and applicable fees.

10. PROTESTS

A Bidder must file any protest to the terms, conditions and specifications of this invitation to bid, including contract terms, by 5:00 p.m. local time on May 8, 2026, which date is prior to bid opening. At the conclusion of the bid evaluation process, a Notice of Intent to Recommend Award will be posted on the County of Siskiyou's Website (<http://www.co.siskiyou.ca.us/>) for five days. A Bidder must file any protest of contractor award within five calendar days of the date of posting. The protesting party is responsible for checking the County of Siskiyou's website for posting of the Notice of Intent to Recommend Award.

All protests must contain a detailed and complete written statement describing the reason(s) for protest, the specific portion of the document or specific statute that forms the basis for the protest, and include the name, telephone number, and address of the protestor. Protests must be mailed to or delivered in person to Siskiyou Power Authority, 190 Greenhorn Road, Yreka, CA 96097.

The above time and content requirements are mandatory, and failure to comply therewith shall constitute a waiver of any further right to pursue a bid protest, including filing a Government Code claim or legal proceedings. The party filing the protest must have actually submitted a bid on the project.

BID

Bid of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of California, doing business as _____ (Insert "a corporation," "a partnership," or "an individual" as applicable) to the Siskiyou Power Authority (hereinafter called "Owner").

Bidder hereby proposes to perform all work for the construction of the Box Canyon Generator Replacement Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies; and in the case of a Joint Bid, each party thereto certifies as to its own organization that its 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 acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

The documents listed in the Bidder's Checklist are submitted with and made a condition of this Bid:

BIDDER'S CHECKLIST

Item	Checked
A. Bid	
B. Information Required of Bidder	
C. List of Subcontractors	
D. Bid Bond or Other Bid Guarantee	
E. Non-Collusion Affidavit	
F. Drug-Free Workplace Certification	
G. Contractor's Certification Regarding Workers' Compensation Insurance	

H. Wage Requirements	
I. Executive Order N-6-22 Economic Sanctions Certification	
J. Power of Attorney (only if applicable, form not included)	
K. Authority to Sign Bid (only if applicable, form not included)	

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Bidder will perform the following Work in accordance with the Contract Documents at the indicated prices:

BASIS OF BID					
BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	Demolition	1	LS		\$
2	Removal and Disposal of Demolished Material	1	LS		\$
3	Concrete Footings, Slabs, and Accessories	1	LS		\$
4	100kW Generator and Accessories	1	LS		\$
5	250A Automatic Transfer Switch	1	LS		\$
6	Conduit, Conductors, and Other Electrical Equipment	1	LS		\$
7	Steel Canopy Structure and Fencing	1	LS		\$
8	Steel Stairs and Railing	1	LS		\$
TOTAL BASIS OF BID:				\$	\$

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with raised seal.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving
notices: _____

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License _____

Employer's Tax ID No.: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information, except for item 4, at the time of Bid Opening. The apparent low Bidder shall submit item 4 within seven calendar days post bid. Additional sheets shall be attached as required. Failure to properly complete this form will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the information required of the Bidder is delivered to the Owner.

- 1) Bidder's Name, Address, and Phone Numbers:

Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

- 2) Bidder's Contractor License Information:

Primary Classification: _____

California State License No. and Expiration Date: _____

Specialty classifications held, if any: _____

Department of Industrial Relations Registration No.: _____

- 3) Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

- 4) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition. Financial statements attached to the Bid should be in a separate sealed envelope to be kept confidential.

- 5) ATTACH TO THIS BID a list of five projects completed by the Contractor's proposed jobsite superintendent during the last 5 years involving work of similar type and complexity.

The list shall include the following information as a minimum:

- Names, address, and telephone number of Owner
- Name of project
- Location of project

- Brief description of the work involved
- Name, address, and telephone number of Engineer
- Contract Amount
- Date of Completion of Contract
- Amount of liquidated damages assessed against Contractor
- Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the Owner

To be considered for award, the Bidder and the job site superintendent who will be assigned this project shall have completed at least five projects of similar type and complexity and comparable value. Bidders who meet the above qualifications shall ascertain before submission of their Bid that any other subcontractor listed in this Bid shall also have these qualifications for their area of work.

The Contractor shall address the following questions regarding the Electrical Subcontractor by checking the box in the affirmative and providing the information requested. Failure of the Electrical Subcontractor to meet the following minimum qualifications is reason enough for disqualification and bid rejection by the Owner:

☐ Yes, the Electrical Subcontractor has a current C-10 Electrical Contractor's License.

Electrical Subcontractor's Name, Address, Phone Number and License Number:

Name: _____

Address: _____

Phone No.: _____ License Information: _____

State law requires that all personnel installing electrical components are certified by the State of California as "Electrician" or "Electrician Trainee." Apprentices may install electrical components only under direct supervision of a certified Electrician.

☐ Yes, the Electrical Subcontractor has sufficient qualified personnel to staff the project.

The Electrical Subcontractor is familiar with and understands codes and requirements from NFPA70, NFPA110, and all other local codes as required for work scope as described in the Contract Documents. The Electrical Subcontractor shall be regularly engaged in similar electrical contracting for public works agencies wherein continuous operation of the facilities is required and short-term shutdowns must be coordinated with and at the sole discretion of the Owner. To be qualified, the Electrical Subcontractor shall have completed at least five projects of similar type and complexity and comparable value in the last 10 years.

☐ Yes, the Electrical Subcontractor has successfully performed work of similar or greater complexity on at least five previous projects under the present company name in the

last 10 years.

ATTACH TO THIS BID a list of the five projects completed by the Electrical Subcontractor during the last 10 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- Names, address, and telephone number of Owner
- Name of project
- Location of project
- Brief description of the work involved
- Contract amount
- Date of completion of contract
- Name, address, and telephone number of Engineer

☐ Yes, the Electrical Subcontractor has all insurances as defined and required by the Supplementary Conditions and as required by law.

LIST OF SUBCONTRACTORS

Per Section 4104 of the State of California Public Contract Code, each Bidder shall list below the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the drawings and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid.

Bidders shall also list the portion of the work that will be done by each such subcontractor under this act. The Prime Contractor shall list only one subcontractor for each such portion as is defined by the Prime Contractor in the Bid.

Name and Location of Business	License No./DIR No.	Portion of Work	% of Total Contract
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		
	License No.:		
	DIR No.:		

Note: Contractor shall not award work valued at more than twenty percent (20%) of the Contract Price to subcontractors without prior written approval of the Owner.

BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: [Full formal name of Owner] Address <i>(principal place of business)</i> : [Address of Owner's principal place of business]	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature) (Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and all other conditions to the contract between Bidder and Owner become effective, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the Work, or to the specifications.
7. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
8. Any suit or action under this Bond will be commenced only in the Siskiyou County Superior Court or, if in federal court, in the United States District Court for the Eastern District of California, which is the County and district in which the Project is located. In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.
9. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly 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 its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and will not pay, any person or entity for such purpose.

By _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

Signature _____

Signature of Notary Public

Subscribed and sworn to (or affirmed) before me

On this _____ day of _____, 20____,
Date Month Year

by

(1) _____

and (2) _____
Name(s) of Signer(s)

Seal

Place Notary Seal and/or Stamp Above

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR/APPLICANT:

The Contractor or applicant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor or applicant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation, and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or loan:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME:

DATE EXECUTED:

EXECUTED IN COUNTY OF:

CONTRACTOR/APPLICANT SIGNATURE:

TITLE:

**CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION
INSURANCE**

PROJECT:

OWNER:

STATE OF CALIFORNIA, _____ COUNTY

DECLARATION:

I am aware of the provisions of Section 3700 of the Labor Code which require 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 the work of this Contract.

Contractor: _____

Signed: _____

Date: _____

WAGE REQUIREMENTS

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

STATE WAGE REQUIREMENTS

Prevailing Wages: The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty 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 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said 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 Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the Prime Contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Contractor hereby acknowledges that the prevailing wage rates of the State of California apply to this Contract.

Contractor Name

Signature

Date

EXECUTIVE ORDER N-6-22 – ECONOMIC SANCTIONS CERTIFICATION

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is attached hereto.

I declare under penalty of perjury under the laws of the State of California that we have reviewed and are in compliance with EO N-6-22.

Date: _____

(Name of Contractor)

By: _____ (Printed Name)

(Title)

(Signature)

at _____ (City), _____ (State).

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-6-22

WHEREAS California has a strong commitment to fundamental rights and freedoms at home and around the world; and

WHEREAS the Russian Federation (Russia) has mounted aggressive, unlawful, and violent actions against Ukraine and its people, flouting these fundamental rights and freedoms; and

WHEREAS Russia's attacks on Ukraine and its people have significantly escalated since 2014, despite significant diplomatic efforts by the United States and its partners and allies to stop Russian aggression; and

WHEREAS on February 21, 2022, United States President Joseph R. Biden Jr. issued Executive Order 14065 finding that Russia's purported recognition of the so-called Donetsk People's Republic or Luhansk People's Republic regions of Ukraine contradicts Russia's commitments under the 2014 Minsk cessation of hostility agreements and further threatens the peace, stability, sovereignty, and territorial integrity of Ukraine; and

WHEREAS Executive Order 14065 expands upon a number of previous Executive Orders related to Russia's mounting actions to undermine the sovereignty and territorial integrity of Ukraine, including Executive Orders 13660, 13661, 13662, 13685, and 13849, and further federal actions may follow; and

WHEREAS on February 24, 2022, Russia launched a large-scale invasion of the sovereign nation of Ukraine and continues to conduct a lawless assault on the Ukrainian government and people; and

WHEREAS California joins the United States and other nations, states, and localities in condemning Russia's attacks on Ukraine and its people as an assault on fundamental international rules and norms that have prevailed since the Second World War; and

WHEREAS President Biden and American allies and partners around the world have announced significant economic sanctions on key Russian institutions and banks and on the architects of this war of choice, including Russian President Vladimir Putin, among others; and

WHEREAS California is proud to be home to one of the largest Ukrainian populations in the United States, and continues to stand with the government and people of Ukraine, who have fought with incredible bravery to defend their country and freedom; and

WHEREAS California supports President Biden's efforts to hold Russia accountable for violating Ukrainian sovereignty, for its disregard for the lives and well-being of the Ukrainian people, and for its hostility to freedom and democracy; and

WHEREAS thousands of Russian citizens have courageously taken to the streets to protest their government's lawless invasion of Ukraine, and many

Californian immigrants from Russia and Californians of Russian descent have marched in solidarity with these Russian protestors; and

WHEREAS California's National Guard and the U.S. government have had a nearly three-decade relationship with Ukraine working to support its Ministry of Defense, Ministry of Interior, and Armed Forces by providing military equipment and training as well as humanitarian assistance, from helping to renovate schools and providing school supplies to volunteering at orphanages; and

WHEREAS over the last twenty years, the Office of Emergency Services, along with the California National Guard and the California Emergency Medical Services Authority, has provided training and conducted exercises with the Ukrainian Ministry of Defense and Armed Forces on utilizing the Emergency Management and Incident Command System; and

WHEREAS California, which has a long history of welcoming Ukrainian and other refugees, will continue to support resettlement, in partnership with the federal government, of those seeking safety and freedom from Russia's aggression in Ukraine; and

WHEREAS according to UN agencies, Russian aggression since 2014 has internally displaced 1.5 million Ukrainians, caused an estimated 50,000 casualties, and destabilized the region, and its recent invasion of Ukraine threatens to create Europe's largest refugee crisis in decades, with more than a million refugees fleeing Ukraine in the last week; and

WHEREAS many companies in California have taken steps to limit economic transactions with Russia and Russian entities, to combat misinformation about Russia's actions in Ukraine, and to support the government and people of Ukraine; and

WHEREAS California calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All agencies and departments subject to my authority shall review all contracts for commodities, services, and technology to determine whether they comply with existing economic sanctions; and

2. All agencies and departments subject to my authority shall terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions, and shall refrain from entering into any new contracts with such individuals or entities while economic sanctions are in effect; and
3. All agencies and departments subject to my authority shall notify all contractors and grantees of their obligations to comply with economic sanctions within 45 days of this Order, and the Department of General Services and the Department of Technology shall provide guidance on such communications within 14 days of this Order; and
4. All agencies and departments subject to my authority shall direct grantees, and contractors with agreements valued at \$5 million or more, to report to the agency or department regarding their compliance with economic sanctions; and
5. All agencies and departments subject to my authority shall direct all grantees, and contractors with agreements valued at \$5 million or more, to report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine; and
6. The Department of General Services and Department of Technology shall issue procurement guidance to agencies and departments regarding compliance with economic sanctions and supporting Ukrainian businesses to the extent permitted by state law.

IT IS FURTHER ORDERED that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

NOTICE OF AWARD

Owner: Siskiyou Power Authority

Owner's Project No.:

Engineer: PACE Engineering, Inc.

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that the Siskiyou Power Authority Board of Directors has selected your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to **Owner [number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Provisions.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 21 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement.

Owner: _____

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Date of Issuance: _____

Copy: Engineer

NOTICE TO PROCEED

Owner: Siskiyou Power Authority Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Effective Date of Contract: _____

Siskiyou Power Authority hereby notifies Contractor that the Contract Time under the above Contract will commence to run on **[date Contract Time is to start]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Contract:

The number of days to achieve Substantial Completion is **365 days** from the date stated above for the commencement of the Contract Time, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **395 days** from the commencement date of the Contract Time, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: _____
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____
Copy: Engineer

SISKIYOU POWER AUTHORITY

PERFORMANCE BOND

Page 1 of 3

WHEREAS, the Siskiyou Power Authority ("Authority") on _____, 2026 has awarded Construction Contract Number/Project Title: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as:

_____ ("Work") which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Authority in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by Authority under the Contract at the time the Contract is awarded by Authority to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by Authority, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by Authority, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by Authority to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by Authority or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by Authority as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined);

PERFORMANCE BOND

Page 2 of 3

subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by Authority under the Contract and any modifications thereto, less the amount previously paid by Authority to the Principal and less amounts that Authority is authorized to withhold under the terms of the Contract.

If Authority determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of Authority and applicable laws. Unless otherwise approved by Authority, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work. Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

No right of action shall accrue on this bond to or for the use of any person or entity other than Authority or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by Authority and judgment or award is entered in favor of Authority as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the Authority.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Authority's rights against the others. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

IN WITNESS THEREOF, we have hereunto set our hands and seal this _____ day of _____, 2026.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

PERFORMANCE BOND

Page 3 of 3

By _____

(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____

(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.

Add California All-purpose Acknowledgment:

SISKIYOU POWER AUTHORITY

PAYMENT BOND

Page 1 of 3

(Civil Code Sections 9550 et seq.)

WHEREAS, the Authority of Siskiyou ("Authority") on _____, 2026 has awarded Construction Contract Number/Project Title: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as: _____ which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550 et seq.) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Authority in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by Authority under the Contract at the time the Contract is awarded by Authority to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his, her or its heirs, executors, administrators, successors, or assigns approved by Authority, or its subcontractors, of any contracting tier, shall fail to pay (1) any of the persons named in Section 9100 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564. This bond shall insure to the benefit of any person or persons entitled to file a claim under California Civil Code, Section 9100 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission

PAYMENT BOND

Page 2 of 3

of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by Authority or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Authority's rights against the others.

IN WITNESS THEREOF, we have hereunto set our hands and seal this ____ day of _____, 2026.

(Firm Name – Principal)

Affix Seal if Corporation

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

PAYMENT BOND

Page 3 of 3

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.

[C.C. Sections 9100, 9554, 9550, 8600]

Add California All-purpose Acknowledgment:

Contractor's Application for Payment

Owner: _____ Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____																				
Application No.: _____ Application Date: _____																					
Application Period: From _____ to _____																					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ -</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ -</td></tr><tr><td>4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)</td><td style="text-align: right;">\$ -</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td style="padding-left: 20px;">a. 5% X \$ - Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.a)</td><td style="text-align: right;">\$ -</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance of work to finish (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed (Includes Materials On Hand) (Sum of Column F Lump Sum Total)	\$ -	5. Retainage		a. 5% X \$ - Work Completed	\$ -	6. Amount eligible to date (Line 4 - Line 5.a)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance of work to finish (Line 3 - Line 4)	\$ -
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7. Less previous payments (Line 6 from prior application)																					
8. Amount due this application	\$ -																				
9. Balance of work to finish (Line 3 - Line 4)	\$ -																				
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																					
Contractor: _____																					
Signature: _____ Date: _____																					
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____					Owner's Project No.: _____		
Engineer: _____					Engineer's Project No.: _____		
Contractor: _____					Contractor's Project No.: _____		
Project: _____							
Contract: _____							

Application No.: _____		Application Period: From _____ to _____		App Date: _____	
------------------------	--	---	--	-----------------	--

A	B	C	D	E	F	G	H
Item No.	Description	Scheduled Value (\$)	Work Completed		Work Completed and Materials Stored to Date (D + E) (\$)	% of Scheduled Value (F / C) (%)	Balance to Finish (C - F) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)			
Original Contract							
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
					-		-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -		\$ -
Change Orders							
					-		-
					-		-
					-		-
					-		-
					-		-
Change Order Totals		\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders							
Project Totals		\$ -	\$ -	\$ -	\$ -		\$ -

Contractor's Application for Payment

5200-3

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: _____ Owner's Project No.: _____
Engineer: PACE Engineering, Inc. Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties shall not commence on punch list work not yet completed or defective work until such work is completed and corrected, as applicable.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications for Public Works Construction, commonly called the "Greenbook."

The edition used shall be listed in the Special Provisions together with any listed addenda or supplements thereto.

WORK CHANGE DIRECTIVE NO.: ____

Owner:

Owner's Project No.:

Engineer: PACE Engineering, Inc.

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ **[increase] [decrease] [not yet estimated].**

Contract Time: _____ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

CHANGE ORDER NO.:__

Owner:
Engineer: PACE Engineering, Inc.
Contractor:
Project:
Contract Name:
Date Issued:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

SPECIAL PROVISIONS

MODIFICATIONS TO GENERAL PROVISIONS

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS

Refer to Standard Specifications (SS) 1-2. Add the following to the end of the definition for Change Order:

The Change Order form to be used on this Project is included on page 7100-1.

Refer to SS 1-2. Add the following to the end of the definition for Contract Documents:

In addition, the Contract Documents include all items listed in the form of the Contract. The document hereinafter referred to as the "Standard Specifications," or simply as "SS," is the separately bound 2021 Edition of Standard Specifications for Public Works Construction, commonly called the "Greenbook." The entire Part 1 - General Provisions of the Standard Specifications as modified and added to herein by these Special Provisions are part of these Contract Documents. Parts 2 through 8 of the Standard Specifications shall be included as part of these Contract Documents, including as modified herein.

Copies of referenced Standard Specifications for Public Works Construction, commonly called the "Greenbook," containing the General Provisions and Standard Specifications, may be obtained from Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specifications shall become a part of these Contract Documents.

The words "State Specifications" when used in these Specifications shall mean the Standard Specifications of the State of California, Department of Transportation (Caltrans), 2022 edition.

Refer to SS 1-2. Add the following to the end:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

Change Proposal – A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

Contract Times – The number of calendar days by which Contractor shall (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

Drawings – See Plans.

Engineer – Wherever the term “Engineer” is used in these Contract Documents, it shall be understood to mean PACE Engineering, Inc., or its authorized representative.

Milestone – A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Owner – Wherever the term "Owner" or “County” is used in these Contract Documents, it shall be understood to mean the Siskiyou Power Authority.

Work Change Directive – A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision of the Work. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SECTION 2 – SCOPE OF THE WORK

2-4 COOPERATION AND COLLATERAL WORK

Refer to SS 2-4. Delete the second paragraph in its entirety and replace with the following:

Contractors shall cooperate in the coordination of their separate activities in a manner that will provide the least interference with others working in the area and in the interfacing of the separate elements of the overall project work.

All Contractors who have work on this project are subject to this requirement for cooperation and all shall abide by the Engineer's decision in resolving coordination and project sequence problems.

2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES

Refer to SS 2-5.1. Add the following to the end:

The Contractor shall thoroughly inspect the roadway surface over which its equipment will move and attempt to schedule only that equipment which will not cause damage to existing roadways. If it is necessary to use equipment that damages the roadway the Contractor shall be liable for this damage regardless of whether the road meets current design standards, or whether loads by said equipment are allowable. The intent is that the Contractor be responsible for any damage caused by this project. Repair made necessary from non-compliance shall be as directed by the Engineer with the intent that repairs such as patching, grading, etc., shall result in a road surface at least equal to that on adjacent roadway. Appearance of the area shall weigh heavily in determining the extent of repair to be ordered. Cost of repairs shall be borne entirely by the Contractor.

Refer to SS 2-5.2. Delete SS 2-5.2 in its entirety and replace with the following:

2-5.2 Temporary Utility Services. Commercial power, sanitation, and telephone are available at the construction site.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

Refer to SS 2-6. Add the following to the end:

When a change does materially affect the work, the Contractor shall submit a daily report to the Engineer on forms approved by the Owner. Included shall be applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day waives any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points, which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- a. Show names of workers, classifications, and hours worked.
- b. Describe and list quantities of materials used.
- c. Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d. Describe other services and expenditures in such detail as the Owner may require.

2-10 DISPUTED WORK

Refer to SS 2-10. Add the following to the end:

Pursuant to modifications to the Public Contract Code Article 1.5 Section 20104, the Contractor and Owner shall resolve all construction claims of less than \$375,000 in accordance with these statutes, unless the Owner decides pursuant to Public Contract Code 20104(a) (2) to use arbitration as referenced, commencing with Section 10240. In summary, these statutes require such claims to be presented and responded to within prescribed deadlines, require a "meet and confer conference" when demanded, followed by a non-binding mediation process, followed by judicial arbitration if still unresolved.

Refer to SS 2-10. Add the following new sections after SS 2-10:

2-11 CHANGE PROPOSAL(S). Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed

change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

Change Proposal Procedures:

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the following provisions:
 - i. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1) Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2) Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3) Adjustments of Contract Times or Contract Price are subject to the provisions of SS 6-4 and SS 7-4.
 - ii. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1) The circumstances that form the basis for the requested adjustment;
 - 2) The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3) The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4) The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5) The impact on Contract Price, in accordance with the provisions of SS 7-4.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend the Change Proposal for Owner approval in whole, deny it in whole, or recommend it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Section 2 of the Standard Specifications.

Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Section 2 of the Standard Specifications.

Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment.

2-12 WORK CHANGE DIRECTIVE. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments.

If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS

Refer to SS 3-7.2. Modify the precedence listing as follows:

The precedence shall be:

1. Permits from other agencies as may be required by law.
2. Change Orders/Work Change Directives and supplemental agreements, whichever occurs last.
3. Contract.
4. Addenda.
5. Bid.
6. Special Provisions.
7. Engineer's Supplementary Conditions.
8. Technical Specifications included on Drawings.
9. Drawings.
10. Standard Specifications.
11. Standard Plans.
12. Reference Specifications.

3-8 SUBMITTALS

Refer to SS 3-8.1. Delete the last sentence in its entirety and replace with the following:

Payment for submittals shall be included in the Lump-Sum Bids for the various Bid items as modified by SS 7-2.

NO EXCEPTIONS TAKEN – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Drawings, and/or the Engineer's design intent for the completed project. NO EXCEPTIONS TAKEN is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

SUPPLY AS NOTED – The Engineer has reviewed the submittal and has determined the submittal generally appears to be consistent with the Contract Documents, Drawings, and/or the Engineer’s design intent for the completed project as long as the noted corrections are implemented. This does not require resubmittal and is subject to the provision that the Work shall be in accordance with the requirements of the Contract and does not constitute approval or deletion of specified or required items not shown in a partial submittal. No responsibility is assumed by the Engineer for correctness of dimensions or details.

AMEND AND RESUBMIT – The submittal, as furnished, is generally not authorized for construction, fabrication, or manufacture without revisions and resubmittal. AMEND AND RESUBMIT will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

REJECTED – The submittal, as furnished, is generally not in compliance with the Contract Documents, Drawings, and/or the Engineer’s design intent for the completed project. REJECTED will include detailed written comments from the Engineer, clearly indicating the non-compliance. The Contractor shall make the noted changes and resubmit the submittal to the Engineer.

Written Equipment Manuals will be prepared by the Contractor from equipment information furnished by the manufacturers and suppliers of the installed equipment and materials. It is the intent of this provision that reviewed and approved equipment manuals be supplied to the Owner prior to personnel training and facility start-up.

Upon receipt of the above information from the Contractor, the Engineer will check to see that the information is complete and correct, and the Contractor shall provide any additional information required by the Engineer to complete the Operation and Maintenance Manuals.

3-9 SUBSURFACE DATA

No test holes have been dug. The Contractor shall examine the site and make their own investigation.

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to him by the Engineer and Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve

him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

3-10 SURVEYING

Refer to SS 3-10.1. Add the following to the beginning:

The Contractor shall lay out the work to the lines, grades, and dimensions as shown on the Plans. The Plans are based on aerial photography with contours of one-foot intervals. As such, the actual elevations of the ground surface may vary significantly (by several feet) from the actual elevations.

3-12 WORK SITE MAINTENANCE

Refer to SS 3-12.1. Add the following to the end:

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following standard construction measures:

- A. Endangered Species - Contractor shall comply with the Endangered Species Act, which provides for protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Engineer, who will contact a representative of California State Parks. Construction shall be temporarily halted pending notification process and further directions issued by California State Parks after consultation with the U.S. Fish and Wildlife Service.
- B. Bird Nesting Protection - In order to avoid impacts to nesting birds and raptors protected under the federal Migratory Bird Treaty Act and California Fish and Game Code Sections 3503 and 3503.5, including their nests and eggs, one of the following shall be implemented:
 - 1. Vegetation removal, ground disturbance, and any outdoor construction-related activities shall occur between September 1 and January 31 when birds are not nesting; or
 - 2. If vegetation removal, ground disturbance, or any outdoor construction-related activities occur during the nesting season (February 1 through August 31), a pre-construction nesting survey shall be conducted by a qualified biologist to identify active nests in and adjacent to the work area.

Surveys shall begin prior to sunrise and continue until vegetation and nests have been sufficiently observed. The survey shall take into account acoustic impacts and line-of-sight disturbances occurring as a result of the project in order to determine a sufficient survey radius to avoid nesting birds. At a minimum, the survey report shall include a description of the area surveyed, date and time of the survey, ambient conditions, bird species observed in the area, a description of any active nests observed, any evidence of breeding behaviors (e.g., courtship, carrying nest materials

or food), and a description of any outstanding conditions that may have impacted the survey results (e.g., weather conditions, excess noise, the presence of predators).

The results of the survey shall be submitted to the California Department of Fish and Wildlife (CDFW) and the Engineer upon completion. The survey shall be conducted no more than one week prior to the initiation of construction. If construction activities are delayed or suspended for more than one week after the pre-construction survey, the site shall be resurveyed.

If active nests are found, appropriate actions shall be implemented to ensure compliance with the Migratory Bird Treaty Act and California Fish and Game Code. Compliance measures may include, but are not limited to, exclusion buffers, sound-attenuation measures, seasonal work closures based on the known biology and life history of the species identified in the survey, as well as ongoing monitoring by biologists.

All surveys, reports, directives, and correspondence with CDFW and Authorities Having Jurisdiction shall be submitted to the Engineer.

California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets - All Contractors and Subcontractors shall comply with the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation. For a project involving the use of vehicles subject to this regulation, the Contractor shall provide to the Owner a valid Certificate of Reported Compliance for the fleet selected for the project, including listed Subcontractors, prior to entering into an Agreement or Contract with the Owner.

Refer to SS 3-12.2. Add the following to the end:

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following standard construction measures related to dust control:

1. Where dust is created, either by vehicles of the Contractor or others through work being done by the Contractor, such dust shall be controlled by the Contractor through watering or by cleaning up the material causing the dust. Dust control shall be continued as necessary until the work is accepted by the Owner.
2. Apply nontoxic soil stabilizers according to manufacturers' specification to all graded and/or trenched areas that sit inactive for ten days or more.
3. Reestablish ground cover on previously vegetated areas disturbed by project-related activities through seeding, revegetating, and watering as appropriate.
4. Suspend trenching and/or grading activities when winds (as instantaneous gusts) exceed 15 miles per hour or when winds create construction-induced visible dust plumes moving beyond the project site, in spite of dust control measures.
5. Provide temporary traffic control as appropriate during all phases of construction to improve traffic flow.
6. Water active construction sites as appropriate to reduce dust.

7. All trucks hauling dirt, sand, soil, or other loose materials should be covered or maintain at least two feet of freeboard (i.e., minimum vertical distance between the top of the load and the trailer).
8. Sweep streets at the end of the day if visible soil materials are carried onto adjacent public paved roads (recommend water sweeper with reclaimed water).

Refer to SS 3-12.3. Add the following to the end:

The Contractor shall regularly maintain all construction equipment. Documentation shall be provided to Engineer upon request. Additionally, all equipment utilized for construction of all phases of the project shall include the following noise-reduction devices:

1. All vehicles and engines shall be equipped with the appropriate manufacturer's noise reduction device(s), including, but not limited to, a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks.
2. All engine housing doors shall be kept closed and noise-insulating material shall be mounted on the engine housing to reduce noise, to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust.
3. Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating such devices at lower engine speeds during work to the maximum extent possible.
4. Construction equipment not actively being utilized shall be turned off.
5. Vehicle idling on-site shall be limited to 5 minutes.
6. Reduced volume back-up alarms shall be used for all construction vehicles when practicable.

Refer to SS 3-12.4.1. Add the following after the second paragraph:

When in roadways, excavated material shall be removed from the work area concurrently with the operation. All material removed from the site shall be the property of the Contractor. Payment for the removal and disposal of all material shall be considered as included in the most applicable unit price bid for this work, and no additional compensation will be allowed therefore.

Refer to SS 3-12.6.3. Delete SS 3-12.6.3 in its entirety and replace with the following:

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP). A SWPPP is not required because the area of disturbance is estimated to be less than one (1) acre. However, before beginning work, the Contractor shall submit an erosion control plan (ECP) for review by the Engineer. The ECP shall utilize best management practice (BMP) guidelines set forth in Section 3 – Erosion and Sediment Control BMPs of the Storm Water Management Practices Handbook Portal: Construction.

The Contractor shall address, at a minimum, the following items:

1. Layout, location, and schedule of implementation for erosion control facilities.

- a. Minimize ground disturbance activities to those areas immediately planned for construction.
 - b. Identification and use of best management practices.
 - c. All exposed stockpiles shall be covered, watered, or treated with soil stabilization material as necessary to prevent wind erosion.
 - d. During wet weather periods, stockpiles shall be covered or sediment traps built around the stockpile to prevent erosion into off-site water courses or storm drains.
 - e. All hazardous materials shall be stored in covered facilities and in properly labeled containers. Any spills shall be immediately cleaned up.
 - f. All equipment shall be properly maintained to prevent leakage of oil, fuel, or other fluids. Drip pans shall be used under leaking equipment that is stationary or idle.
 - g. Contractor shall obtain approval of all permits and Drawings prior to commencing construction activities. The area of potential disturbance has been determined to be less than one (1) acre and is therefore exempt from obtaining a SWPPP. If the Contractor causes the disturbed area to increase to greater than or equal to one (1) acre through its means and methods, then it shall prepare and implement a SWPPP at no extra cost to Owner.
2. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect work and existing facilities from flooding throughout construction period.
 3. Design erosion and sediment controls to handle peak runoff resulting from 25-year, 24-hour storm event based on U.S. Weather Bureau, "Rainfall Frequency Atlas of the United States for Durations from 30 minutes to 24 hours and Return Periods from 1 to 100 Years," Technical Paper No. 40, 1981.
 4. During wet weather periods, no cleaning or grading shall occur in excess of that which can be surfaced stabilized at the end of each workday, or which otherwise endanger the public health and safety or is otherwise prohibited by state and federal regulations.
 5. During wet weather periods, October 15 to May 15, all erosion control measures shall be in place unless otherwise directed by the Engineer.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

Refer to 3-13.3. Delete SS 3-13.3 in its entirety and replace with the following:

3-13.3 Warranty. The Contractor hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one year after the date of Substantial Completion. This expense shall include, but is not limited to, costs for engineering and the resident project representative to ensure materials and workmanship are in adherence with the Contract Documents. The Contractor further assumes responsibility, at his own expense, for a similar one-year warranty for all work and materials provided by Subcontractors or manufacturers of packaged equipment components. The effective date for the start of the warranty period for

equipment and other items that are placed into service prior to final acceptance shall be the date of Substantial Completion for that specific item. The Contractor shall also warranty his work against trench settlement for a period of one year after the date of Substantial Completion.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Refer to SS 4-1. Add the following to the end:

The Drawings and Technical Specifications are detailed on the basis of specified materials and equipment. Due to the variation in available equipment, there are a few cases where it has been necessary to base the Drawings and Technical Specifications on one manufacturer's equipment only. In these cases, the second-named manufacturer and other approved equipment shall be considered as substituted equipment. Where any modifications or deviations from the Contract Documents are required by the substitution of approved materials or equipment, the Contractor shall prepare and submit to the Engineer detailed drawings showing all modifications in structures, reinforcing steel, piping, electrical and mechanical work, etc., to adapt the Contract Documents to the alternate materials or equipment; the Engineer will review such drawings and either approve them or indicate thereon changes necessary to comply with the project requirements. The Contractor shall revise any unapproved drawings and resubmit them to the Engineer.

The cost of the above drawings required as a result of substituted items of materials or equipment and the actual construction cost increase, if any, shall be included in the prices bid in the Bid.

4-2 PROTECTION

Refer to SS 4-2. Add the following after the first paragraph:

When considered necessary and directed by the Engineer, materials and equipment shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground; and/or they shall be placed under cover. Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Engineer.

4-6 TRADE NAMES

Refer to SS 4-6. Delete SS 4-6 in its entirety and replace with the following:

4-6 TRADE NAMES. Prior to Bidding, the request for Engineer's clarification of materials and equipment considered "or equal" must be received by the Engineer at least 15 calendar days prior to the deadline for receipt of Bids. Requests for Engineer's clarification received after this date may not be reviewed.

Proposals for substitutions of equipment or methods that deviate significantly from the Drawings and which will necessitate significant changes in the Engineer's Drawings or review of significantly different design concepts will only be considered if the Contractor is willing to provide for

compensation to the Engineer to review the Proposal. Such compensation shall be by a pre-arranged deduction from the Contract Amount which will allow the Owner to compensate the Engineer as Extra Work under the Engineer/Owner Services Agreement.

The Engineer will determine when such Proposals will require significant changes and will promptly notify the Contractor of this determination.

Agreement for such a Proposal review will require a proposal letter by the Contractor, accepted and acknowledged by the Engineer and Owner, which would be subsequently included in a Contract Change Order. Agreement to review a proposal will not in any way obligate the Engineer to recommend acceptance of the proposal to the Owner. Proposals will be recommended for approval only if the end product will be in the interest of the Owner after taking into account the costs for subsequent Drawing changes. The Engineer will need to be compensated for such subsequent Drawing changes and additional proposal reviews as necessary as an Extra Work item under the Engineer/Owner Services Agreements. Recommendation of acceptance of the proposal will be dependent on the Contractor compensating the Owner for such costs in the proposal (by deductions from Contract Amounts). If a proposal is approved by the Owner, it will be incorporated into a Contract Change Order.

Either the time involved to review proposals or the subsequent denial of proposals shall not be considered as a reason for the Contractor to not complete the work within the specified time. However, proposals may involve extensions of time if in the interests of the Owner.

Proposals that result in an improvement to the project are encouraged, but only when the costs of review and administrative time and Drawing changes are included in the evaluation and also when such proposals do not jeopardize the timely completion of the project.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

Refer to SS 5-3.1. Add the following to the end:

The Engineer and/or the Owner has the authority to determine if workers are incompetent or otherwise unsuitable per this section, and the Contractor shall remove any such worker upon written request by either the Engineer and/or the Owner.

Refer to SS 5-3.2. Add the following to the end:

The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State prevailing wages.

State Wage Requirements:

The Contractor and its agents shall comply with all applicable provisions of the State Labor Code regarding prevailing wages.

Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at the office of the Owner, which copies shall be made available to any interested party on request. The successful Bidder shall post a copy of such determinations at each job site. A source of State Wage Rate information is <http://dir.ca.gov/DLSR>.

Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty 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 1775 (b), by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective Contractor or Subcontractor for each calendar day during which said 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 Sections 1810-1815 of the California Labor Code.

Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and

the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Contractor and Subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the Owner.

Refer to SS 5-3.4. Add the following to the end:

The Contractor shall decide the working hours for the project. Working hours for the Owner are between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall notify the Engineer in writing of their work schedule including hours to be worked and days off.

5-4 INSURANCE

Refer to SS 5-4. Delete section SS 5.4 in its entirety and replace with the following:

Insurance requirements shall be provided pursuant to the Contract.

Refer to SS 5-4.4. Add the following new sections after SS 5-4.4:

5-4.7 Contractor's Pollution Liability Insurance. Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

5-7 SAFETY

Refer to SS 5-7.1.1. Add the following to the end:

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and local laws, ordinances, and to other rules of law applicable to the work.

The Contractor shall maintain at its office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The Duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

Refer to SS 5-7.2.1. Add the following after the first paragraph:

The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

The completed work shall include all necessary permanent safety devices such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) Industrial Safety Authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. The Contractor shall notify all manufacturers, equipment suppliers, and subcontractors of the provisions of this article.

In selecting and/or approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.

Refer to SS 5-7.3. Delete SS 5-7.3 in its entirety and replace with the following:

5-7.3 Use of Explosives. Explosives may not be used on this project.

Refer to SS 5-7.4. Add the following to the end:

In addition, the following procedures shall be followed in connection with any excavations:

- (1) The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, of any:
 - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provision of existing Federal, State, and local law.
 - (b) Subsurface or latent physical conditions at the site differing from those indicated.
 - (c) 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.
- (2) The Owner shall promptly investigate the conditions, and if it finds that the conditions 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.
- (3) In the event that a dispute arises between the Owner and the Contractor whether the conditions 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 the Contract, but shall proceed with all work to be performed under the Contract. 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 contracting parties.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Refer to SS 6-1.1. Add the following after the first paragraph:

The schedule shall include a plan for coordinating each construction site visit between the Owner and/or Engineer and Contractor.

Contractor shall refer to the working hours as described in these Special Provisions when developing the schedule.

The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Engineer to schedule construction observation personnel. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

Refer to SS 6-1.1. Add the following to the end:

The Contractor shall attend a preconstruction conference which will be held by the Engineer and Owner prior to the start of construction.

6-3 TIME OF COMPLETION

Refer to SS 6-3.1. Delete the last sentence and replace it with the following:

The time of completion shall be specified in calendar days.

Refer to SS 6-3.2. Delete Section 6-3.2 in its entirety.

6-4 DELAYS AND EXTENSIONS OF TIME

Refer to SS 6-4.1. Delete the reference to "adverse weather or elements necessitating cessation of work" in the fifth line of the first paragraph.

Refer to SS 6-4.1. Add the following after the first paragraph:

All work as set forth in these Contract Documents shall be diligently prosecuted and substantially completed within **365** calendar days from the date of issuance of the Notice to Proceed and completed and ready for final payment within **395** days from the date of issuance of the Notice to Proceed.

No extension of time will be considered for weather conditions normal to the area in which the work is being performed. Unusual weather conditions, if determined by the Engineer to be of a severity that would stop the normal progress of work that could normally be accomplished in that time period, may be considered as cause for an extension of Contract completion time.

Refer to SS 6-4.1. Add the following to the end:

In the event there is a change in local, state, or federal law or regulation associated with the service being provided, this will constitute a change in conditions and will result in renegotiations of this Contract, per SS 6-4.2.

6-6 SUSPENSION OF WORK

Refer to SS 6-6.1. Delete SS 6-6.1 in its entirety and replace with the following:

6-6.1 General. The work may be suspended in whole or in part when determined by the administrative officer of the Owner that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Owner suspending work. Such suspension shall be without liability to the Contractor on the part of the Engineer or Owner except as otherwise specified in SS 6-4.3.

Refer to SS 6-6.2. Add the following new section after SS 6-6.2:

6-6.3 Cultural Resources. If, during the course of project implementation, cultural resources (i.e., prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered, work shall be halted immediately within 50 feet of the discovery, the Contractor shall notify the Engineer. A professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained by the Owner to determine the significance of the discovery. The Owner shall consider mitigation recommendations presented by a professional archaeologist and implement a measure or measures that the Owner deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.

If, during the course of project implementation, paleontological resources (e.g., fossils) are discovered, work shall be halted immediately within 50 feet of the discovery, the Engineer shall be immediately notified. A qualified paleontologist shall be retained by the Owner to determine the significance of the discovery. The Owner shall consider the mitigation recommendations presented by a professional paleontologist and implement a measure or measures that the Owner deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.

If, during the course of project implementation, human remains are discovered, all work shall be halted immediately within 50 feet of the discovery, the Engineer shall be immediately notified, and the County Coroner must be notified, according to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the California Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in California Code of Regulations Section 15064.5(d) and (e) shall be followed.

6-9 LIQUIDATED DAMAGES

Refer to SS 6-9. Delete SS 6-9 in its entirety and replace with the following:

For each consecutive calendar day in excess of the time specified for completion of the work, as adjusted in accordance with SS 6-4, the Contractor shall pay to the Owner, or shall have withheld from monies due it, liquidated damages pursuant to the Contract.

SECTION 7 – MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

Refer to SS 7-1.1. Add the following to the end:

The prices bid in the Bid shall be full compensation to the Contractor for furnishing all labor, equipment, supplies, materials (including taxes), tools, transportation, supervision, testing, overhead, profit, and any other related cost items necessary to perform all the work required in these Contract Documents. Items of work required herein but not specifically listed in the Bid shall be deemed within the scope of work of the most applicable item in the Bid. Specific limits of work may be established in the Drawings for some of the work items.

7-2 LUMP SUM WORK

Refer to SS 7-2. Delete the second paragraph and replace with the following:

Within ten days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review a preliminary Schedule of Values for all of the Work including quantities and prices of items, which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Refer to SS 7-2. Add the following to the end:

Only items of work of value to the Owner (in the event of Contractor default) shall be included in the Schedule of Values. Items for mobilization, insurance, and other Contractor front-end costs are not allowed unless specifically included in the Bid.

Payment for bonds shall be paid on the first partial payment request, pursuant to the invoiced amount provided by the Contractor.

The Contractor shall provide a lump-sum breakdown for all lump-sum items as denoted in the Bid that exceed \$10,000 in value. The Engineer may furnish the Contractor with a list of subjects and items to include in the lump-sum price breakdown. The Contractor shall list after each item the approximate proportioned cost for that item. These costs shall include a pro-rata share of general overhead costs, bonds, insurance, mobilization and demobilization, etc. The Contractor may be asked to verify any items and/or provide invoices/receipts, which, in the Engineer's opinion, are out of balance.

7-3 PAYMENT

Refer to SS 7-3.3. Add the following to the end:

Progress payments will include an allowance of 100 percent of the value of acceptable materials and equipment, less the applicable retention, that are furnished and delivered to the project site and properly stored but not used. The Contractor shall furnish the Engineer with copies of invoices of the acceptable materials to assist in the determination of their value and that they are for this project, to establish the Owner's interest. The Contractor shall be responsible for damage or loss of all job-site materials, regardless of payment, until final project acceptance.

7-4 PAYMENT FOR EXTRA WORK

Refer to SS 7-4.3. Delete SS 7-4.3.1 and 7-4.3.2 in their entirety and replace with the following:

7-4.3.1 Work by the Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	15%
Materials	15%
Equipment Rental	15%

To the sum of the costs and markups provided for in this subsection, 1½ percent shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established above "Work by Contractor," shall be applied to the Subcontractor's actual cost of such work. A markup of 5 percent of the subcontracted portion of the extra work may be added by the Contractor.

PART 2 – CONSTRUCTION MATERIALS

As modified by the Drawings or other provisions of the Contract.

PART 3 – CONSTRUCTION METHODS

As modified by the Drawings or other provisions of the Contract.

PART 4 – EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-1 LOCATION

Refer to SS 402-1.1. Add the following after the first paragraph:

The location of main line utilities shown on the Drawings is a compilation of records and/or field locations by the various responsible agencies, together with obvious utilities which have been survey located. Many of the records used may be incomplete or inaccurate; consequently, the

Contractor should be aware that the location, amount, and extent of utilities shown on the Drawings may be considerably different from what exists. Extreme care will be necessary during excavation not to disturb existing utilities. Utilities, which should not be encountered or are not expected to restrict the Contractor's operations, have not been shown.

The Box Canyon Dam Generator Replacement Project shall be constructed in such a manner as to maintain the minimum cover requirements and utility clearance requirements as shown on the Drawings. The Contractor shall (pothole) locate and expose the existing utilities to be encountered, including water services and sewer laterals if marked by the utility, sufficiently in advance of the normal pipeline excavation to allow for field changes in the alignment of the pipeline. Unless otherwise approved by the Engineer, potholing shall be accomplished at least two (2) working days before the main excavation occurs at the existing utility. No extra payment will be due to the Contractor for alignment changes (either vertical or horizontal) as may be required to clear existing utilities, unless it can be shown that such utilities have been shown or marked at incorrect locations and their actual location necessitates an increase in the scope of work. Protection of utilities, which have been identified on the Drawings and in the Specifications and correctly marked by the utility operator in the field prior to construction when required by law, will be considered to be in the normal scope of work (not extra work). The Contractor is not responsible, pursuant to California Government Code 4216, for "subsurface installations" that are not found within 2 feet horizontally of either side of the exterior surface of the utility as marked by the utility operator, but the Contractor shall immediately notify the Engineer and Owner of such a condition.

The Engineer's field representative shall be notified immediately of any utilities encountered so that an accurate record of their existence may be prepared and so that verification or need for alignment changes may be considered.

Any utilities encountered, including storm drain pipes, shall be maintained, or repaired if damaged, unless the Contractor can reasonably determine that such utilities have been previously abandoned. Repair methods and materials shall be approved by the agency responsible for maintenance of the utility.

Following is a list of the major public utilities serving the area. The list indicates the name and telephone number of the various utilities that are known to have facilities near the project. The Contractor shall notify USA (811) for subsurface utility locations at least two working days, not including date of notification, prior to commencing excavations for this project.

Name	Telephone Number
County of Siskiyou (Emily Harper)	530-842-8241
PP&L	1-888-221-7070

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

Refer to SS 600-1. Add the following to the end:

The Contractor shall provide for safe, continuous, and uninterrupted pedestrian and vehicular access to each commercial establishment adjacent to the work. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner. The Contractor shall keep the residents informed of its proposed work schedule in such a manner that residences will have adequate notice to move their vehicles if access to their dwelling will be temporarily interrupted. Any deviation from this requirement must have prior authorization from the Engineer.

Authorized representatives of federal, state, and local government officials shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such inspection access.

600-2 VEHICULAR ACCESS

Refer to SS 600-2. Add the following to the end:

The Contractor shall prepare a traffic control plan prior to construction. One-way traffic or one available traffic lane shall be maintained during construction activities when possible, and driveway access shall be available to properties adjoining the work site. If road closures are necessary in order to complete portions of the proposed project, the Contractor shall coordinate with the Owner to notify area residents and other departments, including emergency service providers and public transit operators, of closures and to identify alternate routes at least 24 hours prior to closures. If a full closure of a street is determined to be necessary, the closure shall not last longer than 4 hours, and signage or personnel shall be available to route traffic to other available route-choice options. The traffic control plan shall ensure access to fire and police stations at all times during construction.

600-3 PEDESTRIAN ACCESS

Refer to SS 600-3. Add the following new section after SS 600-3:

600-4 DRAINAGE ACCESS. The Contractor shall maintain all drainage ways encountered in such a fashion that they will always be ready to accept storm flows. Drainage way interruption will not be allowed during periods of imminent storm flows. Interruptions may occur if it appears planned operations will be completed and the drainage way made serviceable before storm flows appear imminent.

RELEASE OF CLAIMS

PROJECT: Box Canyon Dam Generator Replacement Project

OWNER: Siskiyou Power Authority

ENGINEER: PACE ENGINEERING, INC.

CONTRACTOR:

The acceptance by the Contractor of the final payment for work shall release the Owner and the Engineer as agent of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with the work and every act of the Owner and others relating to or arising out of the work, except for previously disputed work. Disputed work will only be considered for possible future payment if it has been properly brought to the Engineer's attention and processed pursuant to General Provisions SS 2-9 CHANGED CONDITIONS and SS 2-10 DISPUTED WORK. The Contractor agrees there are no other claims that will be made, except those properly processed pursuant to these General Provisions. Previously disputed contract claims in stated amounts (if properly processed as disputed work) are specifically excluded by the Contractor from the operation of this release. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from obligations under this Contract and the Performance Bond, Labor and Materials Bond, and other bonds and warranties as herein provided.

Printed Name of Contractor's Representative
with Authority to Act for Contractor

Signature

Date

ENGINEER'S SUPPLEMENTARY CONDITIONS

1. CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, one (1) copy of Contract Documents, complete with one (1) full-sized set of Drawings. Additional copies of Contract Documents or Drawings will be the responsibility of the Contractor to obtain.

2. NONDISCRIMINATION

Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

3. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available by the Engineer and Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint itself with all the available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work.

4. ATTORNEY'S FEES

Should any litigation, arbitration, or mediation be commenced between the parties to this contract, concerning the contract, any interpretation thereof, or the rights or duties of a party in relation thereto, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to recover its court costs and attorney's fees as may be determined in such action.

5. FORMAT OF TECHNICAL SPECIFICATIONS

A reference to any Standard Specification (SS) or any other specification means that the Contractor shall perform the work in conformance with that specification. Statements of work such as excavate, install, provide, furnish, test, etc., without particular reference to who is doing the work shall be understood to be the Contractor. Simple reference of materials and/or equipment means the Contractor shall furnish these materials and/or equipment or an approved equivalent. In the absence of any statement regarding application or installation of materials or equipment, such item shall be installed or applied in accordance with the manufacturer's or supplier's instructions; or in the absence of such instructions, it shall be installed or applied pursuant to standard construction practice as approved by the Engineer.

6. SALVAGE OF MATERIALS AND EQUIPMENT

Unless otherwise indicated in the Drawings, all materials and equipment which are to be removed from the work, which in the Owner's opinion are valuable, shall remain the property of the Owner, and the Contractor shall carefully remove such materials and/or equipment and give them to the Owner.

7. OFF-SITE DISPOSAL OF MATERIALS

The Contractor shall make all arrangements for disposal of excess and waste material at offsite locations and shall pay all costs involved. Arrangements may include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material off the job site, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained said permits, licenses and clearances. The documentation provided shall verify that there will be no significant impact on wetlands, prime farmland, designated flood zones, or other sensitive environmental resources.

8. FIRE PREVENTION

The Contractor shall, at all times, exercise extreme care in public and private lands to prevent forest, grass, building (structures) and brush fires. The Contractor, prior to bidding, shall determine all regulations and rules relating to fire prevention and shall abide by them.

Any person in charge (PIC) of working personnel must follow locally changing meteorological conditions as well as be aware of the possibility of increased fire danger while performing work. Before starting work, all personnel shall review and understand the Daily National Oceanic and Atmospheric Administration (NOAA) – California Fire Weather.

All construction hot work shall be limited during periods of a fire weather watch to before 12:00 p.m. and entirely restricted during red flag warning days, as defined by NOAA.

Equipment installation from which a spark, fire, or flames may originate shall not be completed on red flag warning days, as defined by NOAA.

Regulations found in Public Resources Code (PRC) 4427 and 4428 regarding activities and tools or equipment regulations shall be followed. All hot work shall be completed following local hot work requirements and Authorities Having Jurisdiction requirements.

9. AUTHORITY TO PROVIDE A SERVICE

The Contractor must have legal authority to complete the service they are providing in the state of their residence.

10. SEQUENCE OF WORK AND INTERRUPTION OF EXISTING FACILITIES

The Contractor shall plan and carry out the construction work with a minimum of interference to the operations of the Dam and Power Plant. Prior to starting construction, the Contractor shall confer with the Engineer and Owner's operations representative to develop an approved construction schedule. It will be necessary to do certain parts of the construction work outside normal working hours in order to avoid undesirable conditions, and it shall be the obligation of the Contractor to do this work at such times at no additional cost to the Owner.

The Engineer may require the Contractor and applicable subcontractors to attend and participate in project progress meetings at the job site to coordinate the sequence of work and interruption of existing facilities, payment applications, contract change orders and/or other contract related issues at no additional cost to the Owner.

The Contractor shall include the following constraints when bidding this project:

- Box Canyon Dam and Powerhouse shall remain operational and accessible to staff throughout construction. All electrical work that involves deenergizing existing systems shall be closely coordinated with Siskiyou County staff.

Regardless of what procedure is agreed upon, the Contractor shall be responsible for any damage to existing improvements from the Contractor's operations and shall take all appropriate precautions to minimize utility interruptions. Coordination efforts and sequence of work issues will be the responsibility of the Contractor at no additional cost to the Owner.

11. RECORD DOCUMENTS

Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available

to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Failure to comply with the preparation and submission of record documents may result in the Engineer withholding the current progress payment or be subject to administrative deductions as per Section 7-3.2.

Full compensation for record documents shall be considered as included in the Contract price paid for the various items of work and no additional compensation will be allowed therefor.