

ATTACHMENT A: SCOPE OF WORK

Since Napa RCD nor the landowner of the Project site do not have any As-Built drawings for the concrete dam, we are not able to provide an Engineer's Estimate for the cost for this Project. The scope of work includes all equipment, labor and specified materials. This includes the following:

1. Mobilization of equipment to and from the Project site.

2. Removal of the concrete dam which is roughly 70 cubic yards (cy) of concrete. See Figure 1 for rough sketch of concrete dam. See Figure 2 for site photos.

- Short walls of the dam are roughly 6 ft high by 8 ft wide and taper from 6.5 ft thick base to 4.5 ft thick top (= 19.5 cy for both left and right bank walls)
- Tall walls are roughly 12 ft high by 13 ft wide and 6.5 ft thick base to 1 ft thick top (= 43.3 cy for both left and right bank walls)
- Sill is 7.5 ft long by 8 ft wide and 1.5 ft thick (= 3.3 cy)

3. Concrete Disposal at [Napa Recycling & Transfer facility](#) 889 Devlin Rd. American Canyon, CA. (roughly 9 miles from the site). Currently the cost for concrete recycling is \$77/ton.

4. Winterization of bare soils on stream banks, that are a result of dam removal. Winterization materials should include:

- Jute matting
- Weed free straw
- [Holdfast Erosion Control Seed](#) mix (~ \$15/lb @ 40 lbs/ac)

5. Other Tasks not included (e.g., securing a construction bond).

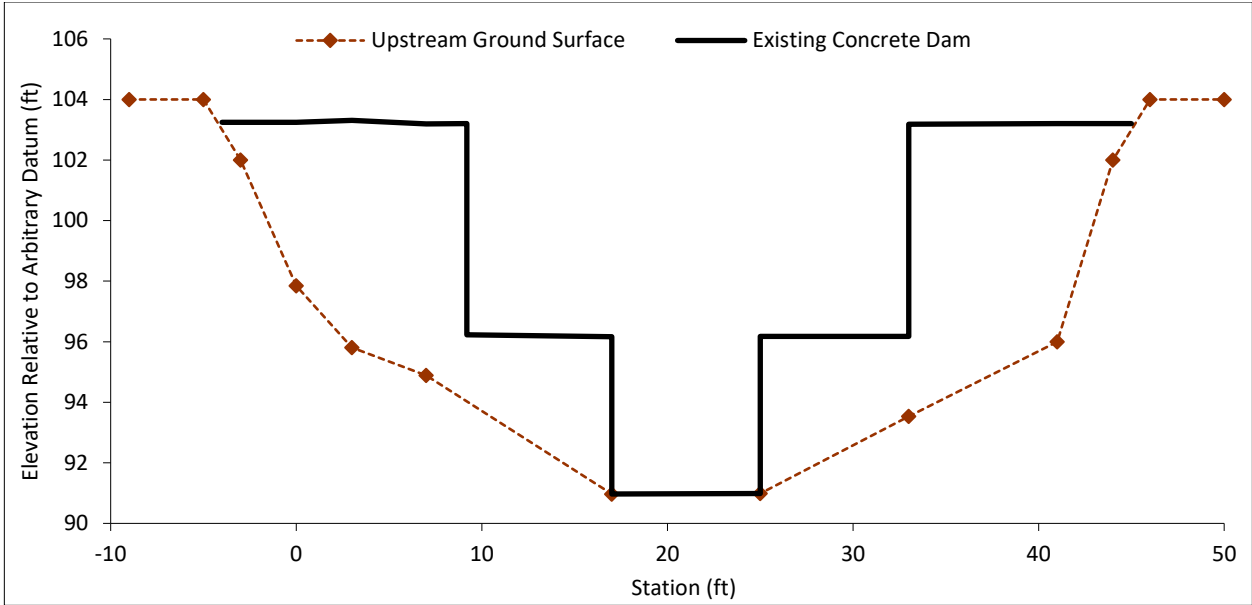


Figure 1. Rough sketch of concrete dam. See item 2 (Removal) for dimensions.



Figure 2a. Downstream view of concrete dam and sill.



Figure 2b. Downstream view of concrete dan on left bank.

SPECIAL WORK PROVISIONS

1. **INSPECTION OF EQUIPMENT.** The Contractor is responsible for having all equipment in sound and tight mechanical condition (NO HYDRAULIC, FUEL OR OIL LEAKS) at all times during the course of this contract. NCRCD reserves the right to inspect all prospective equipment prior to a contract award, require the contractor to replace unsatisfactory equipment and/or cancel this contract at any time. Upon a contract award, the Contractor shall have a two (2) day grace period to replace or repair faulty equipment.
2. **OPERATION AND MAINTENANCE.** The Contractor shall furnish all fuel, lubricants and make repairs at his/her own expense including labor, material, parts and other expenses to maintain the equipment and its appurtenances in good repair. RCD shall not be responsible for wear and tear on the equipment or its appurtenances, or for loss or damage to the equipment arising from the performance of this contract.
3. **INSPECTIONS.** The RCD shall conduct inspections of all work performed on this project regularly and at project completion. In addition to inspecting the progress of work, RCD will also ensure that no fish or other wildlife are impacted by construction activities, that water quality standards are met, and that sediment is not entering the watercourse.
4. **SPECIAL PROVISIONS.**
 - A) **Equipment Safety.** Contractors shall take all necessary precautions to protect their equipment. RCD is not responsible for any damage or vandalism that may occur to Contractor's equipment, vehicles or camps.
 - B) **Archeological Resources.** If archaeological resources are discovered, all work that could damage or destroy these resources shall be suspended. RCD and their Representative, or the landowner reserve the right to halt construction work at that location for up to 48 hours, or more, pending an investigation by a qualified archaeologist. This person shall inspect the work site to determine the nature and significance of the archaeological materials, and if he or she deems it necessary, develop appropriate mitigation measures.
 - C) **Fire Season Requirements.** If the nature of the work could be an ignition source (i.e., production of sparks or fire) and continuous fine fuels are present, the RCD may ask the work to not be done on [Red Flag Warning days](#). A 12hr advance notice of stop work will be issued by RCD. The provisions set forth below outline the lines of responsibility for fire prevention and suppression activities. The contract area is delineated by the map in this RFQ. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.
 - i. **Responsibilities.** The Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires

set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.

ii. Tools and Equipment. The Contractor shall comply with the following requirements:

- a) Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract and camp operations with spark arresters that meet Forest Service standards set forth in the National Coordinating Group publication for Multi position Small Engines, #430-4 or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.
- b) Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed herein, hand tools and/or equipment as follows (CPRC 4427 and 4431):
 - One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader and other heavy equipment.
 - One shovel and one back-pack 5-gallon water-filled tank with pump with each welder.
 - One shovel and one chemical pressurized fire extinguisher (fully charged) for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Shovel must be kept within 100 feet of each chain saw when used off cleared landing areas.
- c) All tools and equipment required in (a) and (b) above shall be in good working condition and shall meet the following Forest Service specifications for fire tools:
 - Shovels shall be size "0" or larger and be not less than 46 inches in overall length.
 - Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.
- d) In accordance with CPRC, Section 4428, Specific Fire Fighting Tools Required on Industrial Operations, a sealed box of tools shall be located within the operating area, at a point accessible in the event of fire. This fire tool box shall contain: one 5-gallon, backpack pump-type fire extinguisher filled with water; two axes; two McLeod fire tools; one serviceable chain saw of three and one-

half or more horsepower with a cutting bar 20 inches in length or longer; and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.

- e) Shall furnish a water tank truck or trailer to be located on or immediately

adjacent to the contract area and meet the following minimum specifications: Contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one inch fire hose with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; have a nozzle discharge rating of six to 20 gallons per minute; have a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; the power unit for pump shall have fuel for at least two hours of operation, have an ample vehicle available at all times to transport the trailer immediately and safely over roads serving the contract area and the pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

D) Trenching and Utilities.

Excavation More Than Four Feet Deep (Public Contract Code section 7104).

If the Work involves excavation more than four feet deep the Contractor must promptly notify NCRCD in writing before disturbing:

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

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

Unknown physical conditions at the Work 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.

NCRCD will promptly investigate any such conditions for which notice is given. If NCRCD finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, NCRCD will issue a change order pursuant to Section 8.

If a dispute arises between NCRCD and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

Excavation of Five Feet or More (Labor Code section 6705). Contractor must prepare and submit for NCRCD's acceptance, prior to excavation of five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The shoring system plan must be prepared and stamped by a registered civil or structural engineer.

Underground Infrastructure.

Before starting work that could damage or interfere with underground infrastructure, Contractor shall locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Contractor acknowledges that underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, Contractor shall immediately notify NCRCD and the infrastructure owner. NCRCD will order the locating and protecting of the infrastructure. The locating and protected is change order work.

Contractor shall immediately notify NCRCD of a delay due to the presence of main-line underground infrastructure not described in the Contract or in a substantially different location.

Contractor shall notify NCRCD if the infrastructure described in the Contract cannot be found. If after giving the notice, Contractor finds the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

Contractor is responsible for contacting USA North 811 and following the procedures specified in its Excavation Handbook: <https://usanorth811.org/images/2020CAHandbook.pdf>.

Contractor is responsible for protecting underground infrastructure in compliance with Government Code sections 4216 through 4216.24.

In accordance with Government Code section 4215, NCRCD assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by NCRCD in the Contract. NCRCD will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Contract. NCRCD will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by NCRCD's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this Section 9.3 or the Contract will be deemed to require NCRCD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract shall relieve NCRCD from identifying main or trunk lines.

Nothing in this Section 9.3 or the Contract will preclude NCRCD from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this Section 9.3 or the Contract will be construed to relieve a utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by NCRCD, the Contractor must immediately notify NCRCD and utility in writing.

Either NCRCD or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at an agreed-upon price.

If ordered by NCRCD, the Contractor will repair infrastructure damage. If the infrastructure damage is caused by Contractor's negligence, Contractor shall bear the cost of repair. Otherwise, the repair is change order work.

Trenching and Utilities.

Excavation More Than Four Feet Deep (Public Contract Code section 7104).

If the Work involves excavation more than four feet deep the Contractor must promptly notify NCRCD in writing before disturbing:

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

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

Unknown physical conditions at the Work 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.

NCRCD will promptly investigate any such conditions for which notice is given. If NCRCD finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, NCRCD will issue a change order pursuant to Section 8.

If a dispute arises between NCRCD and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

Excavation of Five Feet or More (Labor Code section 6705). Contractor must prepare and submit for NCRCD's acceptance, prior to excavation of five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The shoring system plan must be prepared and stamped by a registered civil or structural engineer.

Underground Infrastructure.

Before starting work that could damage or interfere with underground infrastructure, Contractor shall locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Contractor acknowledges that underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, Contractor shall immediately notify NCRCD and the infrastructure owner. NCRCD will order the locating and protecting of the infrastructure. The locating and protected is change order work.

Contractor shall immediately notify NCRCD of a delay due to the presence of main-line underground infrastructure not described in the Contract or in a substantially different location.

Contractor shall notify NCRCD if the infrastructure described in the Contract cannot be found. If after giving the notice, Contractor finds the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

Contractor is responsible for contacting USA North 811 and following the procedures specified in its Excavation Handbook: <https://usanorth811.org/images/2020CAHandbook.pdf>.

Contractor is responsible for protecting underground infrastructure in compliance with Government Code sections 4216 through 4216.24.

In accordance with Government Code section 4215, NCRCD assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by NCRCD in the Contract. NCRCD will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Contract. NCRCD will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by NCRCD's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this Section 9.3 or the Contract will be deemed to require NCRCD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract shall relieve NCRCD from identifying main or trunk lines.

Nothing in this Section 9.3 or the Contract will preclude NCRCD from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this Section 9.3 or the Contract will be construed to relieve a utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by NCRCD, the Contractor must immediately notify NCRCD and utility in writing.

Either NCRCD or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at an agreed-upon price.

If ordered by NCRCD, the Contractor will repair infrastructure damage. If the infrastructure damage is caused by Contractor's negligence, Contractor shall bear the cost of repair. Otherwise, the repair is change order work.

E) Safety. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of Labor Code section 6400 and related provisions of law the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither NCRCD nor its officials, officers, employees, agents, volunteers, or consultants will be "employers" pursuant to Labor Code section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities, or other entities engaged in the performance of the Work.

Review and inspection by NCRCD, the Project Manager, and/or other representatives of NCRCD of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.