

**RECLAMATION DISTRICT NO. 1601
TWITCHELL ISLAND
BOARD OF TRUSTEES MEETING
TUESDAY, APRIL 15, 2025
9:00 AM
ENGINEER'S REPORT**

I. PROJECT FUNDING AGREEMENT TW – 21 - 1.2 TIMES/TWERP PROJECT

A. Review the general status of the Twitchell Island Wetland Enhancement & restoration Project.

- a) Review and seek authority of the board of Trustees to put out TWERP Project to Bid. The project award is scheduled for consideration at the June Board of Trustees meeting

EXHIBIT A: Project Manual.

II. TWITCHELL SETBACK PROJECT POTENTIAL FUNDING FROM DWR FACILITATING IMPROVEMENT OF SYSTEM WIDE HABITAT (FISH) PROGRAM

A. Review comments received from DWR dated 3/26/25 regarding details associated with the FISH Program.

EXHIBIT B: Email correspondence from Michelle Jespersen with DWR regarding the FISH Program.

III. DISTRICT PUMP STATION SOLAR ARRAY

A. PGE Interconnection

- a) Interconnection agreement:
1. Awaiting approval on electrical plan updates in response to Sacramento County review.
1. PGE requested updated SLD which had been submitted.
- b) Transformer: – No update.

B. Construction

- a) Site work
1. As-built survey of final pile location conducted and analyzed for final baseplate fabrication and installation. – Complete
 2. Pile cap elevation survey – Completed
 3. Cut Piles to design elevation - Completed
 4. Install Pile Caps - In Process

5. Racking and Panel fabrication - Anticipated delivery in early May.
- b) Scope Changes – No new changes to report
 6. Change Order 01 – approved 2/11/25
 1. WCD 01 – Domestic Content / Safe Harbor procurement.
 7. Change Order 02 – approved 2/11/25
 1. WCD 02 – Provide and Install 100 Ton Riprap to stabilize 3 subgrade locations identified during walkthrough.
 2. WCD 03 – Expand drainage ditch crossing to install duct bank across drainage ditch withing easement.
 3. WCD 04 – Provide additional 710 Ton Riprap for expanded un-stabilized sub-grade at unit rate. Removed WCD 02 lump sum directive.
 4. WCD 05 – Add additional 2,400 Ton Class II - ¾-inch Aggregate.
 8. Potential Changes
 1. Transformer upsize: A larger transformer is required for the size of the array. Waiting on PGE Interconnection requirements to determine size requirements.
 2. Transformer location: Depending on PGE Interconnection requirements pole mount vs. pad mount vs. platform mount.
 3. Switchgear location: Modify pump house to mount switchgear inside structure. **RFP in development.**
 4. Remove Concrete Bollards from Array Columns: **Work Change Directive and CCO in development.**
 5. Data Acquisition System: **Work Change Directive and CCO in development.**
2. Forecasted Schedule
 1. Pile Cap fabrication and Installation – **Fabrication and delivery complete, installation in process.**
 2. Panel, inverters, rough wiring – **Complete**
 3. Carport racking installation – May.

IV. RIVER DELTA CONSULTING – GILBERT COSIO SUMMARY OF ACTIVITIES.

- A. Review River Delta Consulting Summary of meetings and activities monitored during the month of March 2025 related to Delta matters including 1) DPIIC Restoration Forum Planning Committee, 2) Delta Stewardship Council, 3) DPIIC Spring Gathering.

EXHIBIT C: River Delta Consulting Summary of meeting and activities Feb 2025.

EXHIBIT A

KSN JOB NO. 1110-10-12
DU Project No. US-CA-437-6

PROJECT MANUAL
SPECIFICATIONS & DRAWINGS

RECLAMATION DISTRICT NO. 1601
TWITCHELL ISLAND WETLAND ENHANCEMENT & RESTORATION PROJECT



PREPARED FOR:

RECLAMATION DISTRICT NO. 1601
TWITCHELL ISLAND

PREPARED BY:

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 N. PERSHING AVENUE
STOCKTON, CALIFORNIA 95203
PHONE: (209) 946-0268



DUCKS UNLIMITED, INC.
WESTERN REGIONAL OFFICE

3074 GOLD CANAL DRIVE
RANCHO CORDOVA, CA 95670
PHONE: (916) 852-2000

APRIL 9, 2025
DRAFT

SECTION 00 11 16
INVITATION TO BID

Interested Bidders are invited to submit a Sealed Bid to Reclamation District No. 1601 – Twitchell Island for the construction of the following Project:

Reclamation District No. 1601
Twitchell Island Wetland Enhancement & Restoration Project
Sacramento County, California
KSN Job No. 1110-1010-12

For this Project, paper Bids will be received until 11:00 a.m. on Tuesday, June 10, 2025. The Project consists of the following:

Dewatering work area as needed; stripping borrow areas and embankment footprints of organics; excavating swales and potholes; recontouring fields and grading pond bottoms; constructing perimeter berm and islands, installing water delivery pipeline and improving existing siphon intake; and installing new water control structures.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

The Issuing Office for the Bidding Documents is as follows:

Kjeldsen, Sinnock & Neudeck, Inc.
711 N. Pershing Avenue
Stockton, California 95203
Phone: (209) 946-0268
Email: ealmaas@ksninc.com

Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below.

Electronic PDF copies of the Bidding Documents may be obtained from the Issuing Office during normal business hours.

Upon request and acknowledgement, the Issuing Office will transmit the Bidding Documents electronically via email.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents.

Partial sets of Bidding Documents will not be available from the Issuing Office.

Bidding Documents must be obtained from the Issuing Office in order to add the Bidder to the planholder's list.

Paper Bids are to be received at the office of the Kjeldsen, Sinnock & Neudeck, Inc., located at 711 N. Pershing Avenue, Stockton, California 95203, until the date and time indicated above, at which time the Bids received will be publicly opened and read.

Neither District nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Neither District nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the issuing office.

Bidders shall be skilled, regularly engaged and licensed in the general class or type of work specified and possess a valid California Class "A" Contractor's License.

In accordance with the provisions of the State of California Labor Code §1770 et seq., the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages applicable to the Work to be done. Bidders shall be registered with the DIR pursuant to Labor Code §1725.5 to be qualified to bid on or engage in the performance of work under this Contract. These requirements extend to all Subcontractors to be listed on a bid proposal or engage in the performance of work under this Contract.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Technical, construction, and Project inquiries and questions should be directed to Erik Almaas (ealmaas@ksninc.com) at (209) 946-0268.

Estimated cost of project construction is \$140,000.

District Engineer:

Christopher H. Neudeck, P.E.
Kjeldsen, Sinnock & Neudeck, Inc.
711 N. Pershing Avenue
Stockton, California 95203

Dated: April 15, 2025

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2 - BIDDING DOCUMENTS

- 2.1 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. 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.
- 2.2 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project, and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.3 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by District.
- 2.4 Electronic Documents
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and District that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the District and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the District and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Bidder's State contractor license number.
 - B. Bidder's State Department of Industrial Relations contractor identification number.
- 3.2 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.3 No requirement in this Article 3 to submit information will prejudice the right of District to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 - PRE-BID CONFERENCE

- 4.1 A pre-bid conference will not be conducted for this Project.
- 4.2 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of District and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.3 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of District and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.4 Information presented at the pre-Bid conference does not alter the Contract Documents. District will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; DISTRICT'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.1 Site and Other Areas
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by District for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.2 Existing Site Conditions
 - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to District of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

- c. Reports and drawings known to District relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. District will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.3 Other Site-related Documents
 - A. No other Site-related documents are available.
- 5.4 Site Visit and Testing by Bidders
 - A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.
 - B. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following District or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.
 - D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - E. On request, and to the extent District has control over the Site, and schedule permitting, the District will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. District will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on District's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
 - F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by District or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 - G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 5.5 District's Safety Program
 - A. Site visits and work at the Site may be governed by a District safety program. If a District safety program exists, it will be noted in the Supplementary Conditions.
- 5.6 Other Work at the Site
 - A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which District is aware (if any) that is to be performed at the Site

by District or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If District is party to a written contract for such other work, then on request, District will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 District on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.2 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.3 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.4 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to District in an amount of 10 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.2 The Bid security of the apparent Successful Bidder will be retained until District awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, District may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of District's damages in the case of a damages-form bond. Such forfeiture will be District's exclusive remedy if Bidder defaults.
- 8.3 The Bid security of other Bidders that District believes to have a reasonable chance of receiving the award may be retained by District until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.4 Bid security of other Bidders that District believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.1 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.2 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 - SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.2 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.2 The apparent Successful Bidder, and any other Bidder so requested, must submit to District a list of the Subcontractors or Suppliers proposed for the portions of the Work within five days after Bid opening.
- 11.3 If requested by District, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If District or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, District may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and District may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.4 If apparent Successful Bidder declines to make any such substitution, District may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which District or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to District and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12 - PREPARATION OF BID

- 12.1 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be

indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.2 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The District reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
 - 12.3 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
 - 12.4 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
 - 12.5 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
 - 12.6 A Bid by an individual must show the Bidder's name and official address.
 - 12.7 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
 - 12.8 All names must be printed in ink below the signatures.
 - 12.9 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
 - 12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.
 - 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
 - 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 - BASIS OF BID

13.1 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which District or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by District for

Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.2 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14 - SUBMITTAL OF BID

- 14.1 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.2 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.3 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

- 15.1 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.2 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.3 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with District and promptly thereafter demonstrates to the reasonable satisfaction of District that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 - OPENING OF BIDS

- 16.1 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but District may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.1 District reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. District also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.2 District will reject the Bid of any Bidder that District finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.3 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 District or Engineer, then District will reject the Bid as nonresponsive.
- 18.4 If District awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.5 Evaluation of Bids
- A. In evaluating Bids, District 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 Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.6 In evaluating whether a Bidder is responsible, District 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.
- 18.7 District may conduct such investigations as District deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 - BONDS AND INSURANCE

- 19.1 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth District's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to District, it must be accompanied by required bonds and insurance documentation.
- 19.2 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.1 When District issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to District. Within 10 days thereafter, District will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF SECTION

SECTION 00 41 00
BID FORM

PROJECT NAME:

Reclamation District No. 1601

Twitchell Island Wetland Enhancement & Restoration Project

ARTICLE 1 - DISTRICT AND BIDDER

1.1 This Bid is submitted to:

Reclamation District No. 1601 – Twitchell Island

2360 W. Twitchell Island Road

Rio Vista, CA 94571

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with District in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.1 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids
- D. Contractor's Department of Industrial Relations (DIR) registration number
- E. Required Bidder Qualification Statement with supporting data
- F. Section 00 43 36 – Proposed Subcontractors Form
- G. Section 00 43 37 – Public Contract Code Section 10162 Questionnaire Form
- H. Section 00 43 40 – Non-Collusion Declaration Form

ARTICLE 3 - BASIS OF BID—LUMP SUM BID AND UNIT PICES

3.1 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

1. Schedule 1:

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID AMOUNT
1.	Mobilization	LS	1	\$	\$
2.	Site Preparation	LS	1	\$	\$
3.	Recontour Field	CY	1,000	\$	\$
4.	Berm and Island Compacted Fill	CY	22,800	\$	\$
5.	Perimeter Ditch Excavation	LF	2,400	\$	\$
6.	16-Inch PVC Pipe	LF	4,200	\$	\$
7.	4-Inch Combination Air Release Valve Assembly	EA	2	\$	\$
8.	Siphon Valve Assembly	LS	1	\$	\$
9.	HDPE Water Control Structure - 4 FT	EA	4	\$	\$
10.	24-Inch HDPE Pipe	LF	280		
11.	Quantity Surveys	LS	1		
12.	SWPPP Implementation and Maintenance	LS	1	\$	\$
				TOTAL BID PRICE:	\$

B. Bidder acknowledges that:

1. 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
2. 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.

ARTICLE 4 - TIME OF COMPLETION

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.1 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.
- 5.2 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.3 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	ADDENDUM DATE

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.1 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. In compliance with California Code of Regulations, Title 13, Section 2449, which outlines the General Requirements for in-Use off-Road Diesel-Fueled Fleets, all prime contractors and subcontractors involved in bidding or working on a public works project are required to furnish copies of valid California Air Resources Board (CARB) Certificates of Reported Compliance for In-Use Off-Road Diesel Fueled Fleets prior to the commencement of any new contract with a public works awarding body. This requirement is an integral part of the Bid Form, and by signing the Bid Form, the bidder acknowledges their understanding and agreement to comply with this stipulation.

6.2 Bidder's Certifications

A. 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 8.02.A:
 - 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 District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District 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 District, 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.

ARTICLE 7 - BID SUBMITTAL

7.1 Bidder hereby submits this Bid as set forth above:

BIDDER NAME:	
SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	

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

ADDRESS FOR GIVING NOTICES (POSTAL & E-MAIL):	
TELEPHONE:	
CALIFORNIA CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE:	
CALIFORNIA CONTRACTOR'S DIR REGISTRATION NUMBER:	

END OF SECTION

SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM

PROJECT NAME:

Reclamation District No. 1601

Twitchell Island Wetland Enhancement & Restoration Project

ARTICLE 1 - LIST OF PROPOSED SUBCONTRACTORS

- 1.1 Listed hereinafter is the name and place of business of each Subcontractor who will be employed, and the portion and amount of Work that each will perform if the contract is awarded to the undersigned. Bidder acknowledges that under the State of California Public Contract Code §4100 et seq. (specifically §4104), he or she must clearly set forth:
- A. "The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to §1725.5 of the Labor Code 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 plans and specifications, in an amount in excess of one-half of 1 percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Prime Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater."
- B. "The portion of the Work that will be done by each Subcontractor under this act. The Prime Contractor shall list only one Subcontractor for each portion as is defined by the Prime Contractor in his or her Bid."
- 1.2 Furthermore, Bidder acknowledges that any violations of this chapter of the Public Contract Code shall subject him or her to the penalties set forth in §4110 and §4111.

SUBCONTRACTOR NAME / PORTION OF WORK	PLACE OF BUSINESS	DIR NO. / CONTRACTOR LICENSE NO. / AMOUNT OF WORK
		\$
		\$
		\$

SUBCONTRACTOR NAME / PORTION OF WORK	PLACE OF BUSINESS	DIR NO. / CONTRACTOR LICENSE NO. / AMOUNT OF WORK
		\$
		\$
		\$
		\$
		\$

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENT

2.1 The Bidder acknowledges that the information above is true and correct.

BIDDER NAME	BIDDER INITIALS

END OF SECTION

SECTION 00 43 37
PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE FORM

PROJECT NAME:

Reclamation District No. 1601

Twitchell Island Wetland Enhancement & Restoration Project

ARTICLE 1 - PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE

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

YES: _____

NO: _____

If the answer is "Yes", explain the circumstances below in the following space:

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENT

- 2.1 The Bidder acknowledges that the information above is true and correct.

BIDDER NAME:	BIDDER INITIALS:

END OF SECTION

SECTION 00 43 40
NON-COLLUSION DECLARATION FORM

PROJECT NAME:

Reclamation District No. 1601

Twitchell Island Wetland Enhancement & Restoration Project

ARTICLE 1 - NON-COLLUSION DECLARATION

1.1 The undersigned declares:

- A. I am the _____ of _____,
the party making the foregoing bid
- B. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. 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 to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
- C. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
- D. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at the City of _____, State of _____.

SIGNATURE:	
PRINT NAME:	

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENT

2.1 The Bidder acknowledges that the information above is true and correct.

BIDDER NAME:	BIDDER INITIALS:

END OF SECTION

SECTION 00 72 00
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by District and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to District.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and District and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *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.
 10. *Claim*
 - a. A demand or assertion by District directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of 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; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to District, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

- c. A demand or assertion by District or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.1.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. **Constituent of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. **Contract**—The entire and integrated written contract between District and Contractor concerning the Work.
13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.
14. **Contract Price**—The money that District has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. **Contractor**—The individual or entity with which District has contracted for performance of the Work.
17. **Cost of the Work**—See Paragraph 13.1 for definition.
18. **District**—See definition for Owner.
19. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
20. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.
21. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. **Electronic Means**—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in the Agreement.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
25. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 - 27. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 - 28. **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.
 - 29. **Notice of Award**—The written notice by District to a Bidder of District's acceptance of the Bid.
 - 30. **Notice to Proceed**—A written notice by District to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 - 31. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
 - 32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
 - 33. **Project**—The total undertaking to be accomplished for District by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
 - 34. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
 - 35. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 - 36. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
 - 37. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 - 38. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
 - 39. **Site**—Lands or areas indicated in the Contract Documents as being furnished by District upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by District which are designated for the use of Contractor.
 - 40. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

41. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
42. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; District-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
43. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
44. **Successful Bidder**—The Bidder to which the District makes an award of contract.
45. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
46. **Supplier**—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
47. **Technical Data**
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.3, 5.4, and 5.6, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
48. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
51. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by District and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.2 Terminology

- A. The words and terms discussed in Paragraphs 1.2.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by District at Substantial Completion in accordance with Paragraph 15.3 or Paragraph 15.4).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish,"

"install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Contract Price or Contract Times: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to District, Contractor shall also deliver to District the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to District, Contractor shall also deliver to District, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. Evidence of District's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, District shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by District under Article 6.

2.2 Copies of Documents

- A. District shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. District shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. District shall make such original printed record version of the Contract available to Contractor for review. District may delegate the responsibilities under this provision to Engineer.

2.3 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes 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.

2.4 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by District, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.3.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference District and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.5 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.3.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.6 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the District, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then District, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.1 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon District and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between District or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of District or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.2 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of District, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to District or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.3 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

- 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.1.
- 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or

discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.1.

3. Contractor shall not be liable to District or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and District shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on District, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify District and Contractor in writing that Engineer is unable to provide a decision or interpretation. If District and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.5 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of District and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without District's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.5 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.1 Commencement of Contract Times; Notice to Proceed

- A. 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. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.2 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.3 Reference Points

- A. District shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of District. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.4 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.5 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.5) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with District. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.4, or as District and Contractor may otherwise agree in writing.

4.5 Delays in Contractor's Progress

- A. If District, Engineer, or anyone for whom District is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of District, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with District, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. 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 Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data.
1. The supporting data shall set forth in detail the following:
 - a. The circumstances that form the basis for the requested adjustment;
 - b. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - c. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - d. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - e. The impact on Contract Price, in accordance with the provisions of Paragraph 11.7.
 2. Contractor shall also furnish such additional supporting documentation as District 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.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.5.D and 4.5.E.
- G. Paragraph 8.3 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.1 Availability of Lands

- A. District shall furnish the Site. District shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, District shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and District's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.2 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against District, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by District. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.3 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.5, and not in the drawings referred to in Paragraph 5.3.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.1.A.46.b.

D. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against District or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or District's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.4 Differing Subsurface or Physical Conditions

A. Notice by Contractor:

1. If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - a. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.3 is materially inaccurate;
 - b. is of such a nature as to require a change in the Drawings or Specifications;
 - c. differs materially from that shown or indicated in the Contract Documents; or
 - d. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

2. then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify District and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for District to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.4.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to District regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise District in writing of Engineer's findings, conclusions, and recommendations.
- C. District's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, District shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or District's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. Possible Price and Times Adjustments
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.4.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.5.D and 4.5.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to District with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.4.A.
 3. If District and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after District's issuance of the District's written statement to Contractor regarding the subsurface or physical condition in question.
- F. Underground Facilities; Hazardous Environmental Conditions: Paragraph 5.5 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.6 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.3 and 5.4 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.5 Underground Facilities

- A. Contractor's Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including District) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify District and Engineer in writing regarding such Underground Facility.
- C. Engineer's Review:
 1. Engineer will:
 - a. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 - b. identify and communicate with the owner of the Underground Facility; prepare recommendations to District (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 - c. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 - d. advise District in writing of Engineer's findings, conclusions, and recommendations.
 2. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. District's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, District shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing

the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. Early Resumption of Work: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or District's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. Possible Price and Times Adjustments
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.5.D and 4.5.E; and
 - c. Contractor gave the notice required in Paragraph 5.5.B.
 - 2. If District and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after District's issuance of the District's written statement to Contractor regarding the Underground Facility in question.
 - 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.5.F.

5.6 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to District relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 - 2. drawings known to District relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.1.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against District or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify District and Engineer (and promptly thereafter confirm such notice in writing). District shall promptly consult with Engineer concerning the necessity for District to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, District shall take such actions as are necessary to permit District to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.6.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then District may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after District has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If District and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of District's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or District may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.5.D, 4.5.E, 11.7, and 11.8.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then District may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. District may have such deleted portion of the Work performed by District's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, District shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from

- and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.6.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.6.I obligates District to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.6.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.3, 5.4, and 5.5 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.8, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by District prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify District and Engineer in writing and shall, within 20 days after the event giving rise to such notification,

provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, District may exclude the Contractor from the Site and exercise District's termination rights under Article 16.
- G. Upon request to District from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, District shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.2 Insurance—General Provisions

- A. District and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by District or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to District, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by District or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. District shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that District has obtained and is maintaining the policies and coverages required of District by the Contract (if any). Upon request by Contractor or any other insured, District shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, District may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of District or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of District or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the District, at District's option, may purchase and maintain District's own liability insurance. District's liability policies, if any, operate separately and independently from policies required to be provided by

Contractor, and Contractor cannot rely upon District's liability policies for any of Contractor's obligations to the District, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds District and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and District may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise District's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. District does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to District and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.3 Contractor's Insurance

- A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. General Provisions: The policies of insurance required by this Paragraph 6.3 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.6.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds District and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.4 Builder's Risk and Other Property Insurance

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. **Property Insurance for Facilities of District Where Work Will Occur:** District is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.6.D.
- C. **Property Insurance for Substantially Complete Facilities:** Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, District will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.6.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of District's procurement of such property insurance.
- D. **Partial Occupancy or Use by District:** If District will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.4, then District (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. **Insurance of Other Property; Additional Insurance:** If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to

obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.4, it may do so at Contractor's expense.

6.5 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.4 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. District and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by District or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by District covering any loss, damage, or consequential loss to District's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of District; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.4, after Substantial Completion pursuant to Paragraph 15.3, or after final payment pursuant to Paragraph 15.6, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. District waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.5 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to District's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against District, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.6 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.4 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other

insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.4 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not District-delegated professional design services under this Contract, and neither District nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.2 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to District and Engineer except under extraordinary circumstances.

7.3 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to District and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with District's written consent, which will not be unreasonably withheld.

7.4 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of District. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.5 "Or Equals"

- A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to District.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the District or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.6.

7.6 Substitutes

- A. Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.6.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from District. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is

an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. Special Guarantee: District may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse District for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse District for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with District) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.6.D, by timely submittal of a Change Proposal.

7.7 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to District. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to District to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, District may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to District the identity of the proposed Subcontractor or Supplier (unless District has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to District unless District raises a substantive, reasonable objection within 5 days.
- E. District may require the replacement of any Subcontractor or Supplier. District also may require Contractor to retain specific replacements; provided, however, that District may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by District, and District has accepted it (either in writing or by failing to make written objection thereto), then District may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If District requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of District's requirement of replacement.

- G. No acceptance by District of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of District to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of District and Engineer.
- L. District may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or District, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.8 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of District or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, District shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.9 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. District shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental

charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). District shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither District nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.3.
- C. District or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If District and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or District may initiate a Claim.

7.12 Record Documents

- A. 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.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of District or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify District; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of District's safety programs, if any. Any District's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform District and Engineer of the specific requirements of Contractor's safety program with which District's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to District and Contractor in accordance with Paragraph 15.6.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that

a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to District for such time. District may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to District for its review time, and District may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and District-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and District-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

- b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.3, 2.4, and 2.5.
- F. District-delegated Designs: Submittals pursuant to District-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to District that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. District's rights under this warranty and guarantee are in addition to, and are not limited by, District's rights under the correction period provisions of Paragraph 15.8. The time in which District may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.8:
 - 1. District shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.1.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of District's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by District of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by District;
 - 4. Use or occupancy of the Work or any part thereof by District;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.8;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by District.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by District, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to District for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against District or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. District may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the District-delegated design.
- B. Contractor shall cause such District-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the District-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. District and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an District-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to a District-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by District or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 - OTHER WORK AT THE SITE

8.1 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the District may perform other work at or adjacent to the Site. Such other work may be performed by District's employees, or through contracts between the District and third parties. District may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If District performs other work at or adjacent to the Site with District's employees, or through contracts for such other work, then District shall give Contractor written notice thereof prior to starting any such other work. If District has advance information regarding the start of any third-party utility work that District has arranged to take place at or adjacent to the Site, District shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and District, if District is performing other work with District's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with District, or that is performed without having been arranged by District. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.5.C.3.

8.2 Coordination

- A. If District intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with District's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, District shall have sole authority and responsibility for such coordination.

8.3 Legal Relationships

- A. If, in the course of performing other work for District at or adjacent to the Site, the District's employees, any other contractor working for District, or any utility owner that District has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to District all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.5.D and 4.5.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of District, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then District may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the District's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.3.B.
 2. When District is performing other work at or adjacent to the Site with District's employees, Contractor shall be liable to District for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by District as a result of Contractor's failure to take reasonable and customary measures with respect to District's other work. In response to such damage, delay, disruption, or interference, District may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, District, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.1 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, District shall issue all communications to Contractor through Engineer.

9.2 Replacement of Engineer

- A. District may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.3 Furnish Data

- A. District shall promptly furnish the data required of District under the Contract Documents.

9.4 Pay When Due

- A. District shall make payments to Contractor when they are due as provided in the Agreement.

9.5 Lands and Easements; Reports, Tests, and Drawings

- A. District's duties with respect to providing lands and easements are set forth in Paragraph 5.1.
- B. District's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.3.
- C. Article 5 refers to District's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.6 Insurance

- A. District's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.7 Change Orders

- A. District's responsibilities with respect to Change Orders are set forth in Article 11.

9.8 Inspections, Tests, and Approvals

- A. District's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.2.B.

9.9 Limitations on District's Responsibilities

- A. The District shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. District will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. District's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.6.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, District shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy District's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, District's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which District has been informed.
- B. District shall furnish copies of any applicable District safety programs to Contractor.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.1 District's Representative

- A. Engineer will be District's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as District's representative during construction are set forth in the Contract.

10.2 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of District, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for District a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep District informed of the progress of the Work and will endeavor to guard District against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.7. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.3 Resident Project Representative

- A. If District and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.7.
- B. If District designates an individual or entity who is not Engineer's consultant, agent, or employee to represent District at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.4 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to District's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.5 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.3.

10.6 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to District or Contractor, and will not be liable to District, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.7 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.6.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.7 also apply to the Resident Project Representative, if any.

10.8 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of District's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11 - CHANGES TO THE CONTRACT

11.1 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. District and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.2 Change Orders

- A. District and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from a District set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by District pursuant to Paragraph 11.5, (b) required because of District's acceptance of defective Work under Paragraph 14.4 or District's correction of defective Work under Paragraph 14.7, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.3.B, resolving the impact of a Work Change Directive; Paragraph 11.9, concerning Change Proposals; Article 12, Claims; Paragraph 13.2.D, final adjustments resulting from allowances; Paragraph 13.3.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If District or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.2.A, it will be deemed to be of full force and effect, as if fully executed.

11.3 Work Change Directives

- A. 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, expressly including Paragraph 11.7 regarding change of Contract Price.
- B. If District 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. District believes that an adjustment in Contract Times or Contract Price is necessary, then District shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.4 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on District and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.5 District-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, District may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the

design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if District and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.5 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.6 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.5.C.2.

11.7 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.9. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.3);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.7.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.7.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.1.B.1 and 13.1.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.1.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.7.C.2.a and 11.7.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.1.B.1 and 13.1.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted

Work the maximum total fee to be paid by District will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.1.B.4, 13.1.B.5, and 13.1.C;
- e. The amount of credit to be allowed by Contractor to District for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.1.B (specifically, payroll costs, Paragraph 13.1.B.1; incorporated materials and equipment costs, Paragraph 13.1.B.2; Subcontract costs, Paragraph 13.1.B.3; special consultants costs, Paragraph 13.1.B.4; and other costs, Paragraph 13.1.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.7.C.2.a through 11.7.C.2.e, inclusive.

11.8 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.9. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.5.

11.9 Change Proposals

- A. Purpose and Content: 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.
- B. 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:
 - a. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and District within 15 days after the submittal of the Change Proposal.
 - 1) Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.5.D and 4.5.E.
 - 2) 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.
 - b. 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 District regarding the Change Proposal, and consider any comments or response from District 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 approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to District and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either District 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 Article 12.
5. **Binding Decision:** Engineer's decision is final and binding upon District and Contractor, unless District or Contractor appeals the decision by filing a Claim under Article 12.
- C. **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 Article 12.
- D. **Post-Completion:** Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.6.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 - CLAIMS

12.1 Claims

- A. **Claims Process:** The following disputes between District and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by District or Contractor of Engineer's decisions regarding Change Proposals;
 2. District demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.7, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.6.B.
- B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting

data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. **Review and Resolution:** The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. **Mediation**
 - 1. At any time after initiation of a Claim, District and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If District and Contractor agree to mediation, then after 60 days from such agreement, either District or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. District and Contractor shall each pay one-half of the mediator's fees and costs.
- E. **Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. **Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either District or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. **Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.1 Cost of the Work

- A. **Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.1 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. **Costs Included:** Except as otherwise may be agreed to in writing by District, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.1.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by District and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by District.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless District deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to District. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to District, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by District, Contractor shall obtain competitive bids from subcontractors acceptable to District and Contractor and shall deliver such bids to District, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.1.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. Construction Equipment Rental
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by District as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the

terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.4), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of District. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.1.B.1 or specifically covered by Paragraph 13.1.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including

but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.7.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.7.C.2.
- E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, District will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by District. Pertinent Subcontractors will afford such access to District, and preserve such documents, to the same extent required of Contractor.

13.2 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to District and Engineer.
- B. Cash Allowances: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. District's Contingency Allowance: Contractor agrees that an District's contingency allowance, if any, is for the sole use of District to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.3 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon District and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. Adjustments in Unit Price
 - 1. Contractor or District shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to District and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.1 Access to Work

- A. District, Engineer, their consultants and other representatives and personnel of District, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.2 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. District shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by District, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.5.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Inspections and tests:
 - 1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - a. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to District;
 - b. to attain District's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - c. by manufacturers of equipment furnished under the Contract Documents;
 - d. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - e. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
 - 2. Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to District and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by District, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.3 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt written notice of all defective Work of which District or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair District's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against District by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if District and Contractor are unable to agree as to the measure of such claims, costs, losses, and

damages resulting from defective Work, then District may impose a reasonable set-off against payments due under Article 15.

14.4 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, District prefers to accept it, District may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to District's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then District may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to District.

14.5 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the District shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.6 District May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then District may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of District to stop the Work will not give rise to any duty on the part of District to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.7 District May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then District may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.7, District shall proceed expeditiously. In connection with such corrective or remedial action, District may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, District's representatives, agents and employees, District's other contractors, and Engineer and Engineer's consultants access to the Site to enable District to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by District in exercising the rights and remedies under this Paragraph 14.7 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by District of District's rights and remedies under this Paragraph 14.7.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.1 Progress Payments

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.3. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at District's request, documentation warranting that District has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect District's interest therein, all of which must be satisfactory to District.
 - 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to District, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to District, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.3, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by District or entitle District to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by District; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to District free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to District stated in Paragraph 15.1.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect District from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. District has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - d. District has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to District with Engineer's recommendation, the amount recommended (subject to any District set-offs) will become due, and when due will be paid by District to Contractor.

E. Reductions in Payment by District

1. In addition to any reductions in payment (set-offs) recommended by Engineer, District is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against District based on Contractor's conduct in the performance or furnishing of the Work, or District has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. District has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. District has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. District has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to District to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle District to a set-off against the amount recommended.
2. If District imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, District will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. District shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by District and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that District's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.1.D.1 and subject to interest as provided in the Agreement.

15.2 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to District free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by District.

15.3 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify District and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to District and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, District, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to District a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. District shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to District, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If District does not object to the provisions of the certificate, or if despite consideration of District's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to District and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from District.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, District and Contractor will confer regarding District's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by District. Unless District and Contractor agree otherwise in writing, District shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon District's use or occupancy of the Work.
- E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases, Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. District shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.4 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, District may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which District, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by District for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, District may request in writing that Contractor permit District to use or occupy any such part of the Work that District believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, District, and Engineer will follow the procedures of Paragraph 15.3.A through 15.3.E for that part of the Work.
2. At any time, Contractor may notify District and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, District, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify District and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.3 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.4 regarding builder's risk or other property insurance.

15.5 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with District and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.6 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to District free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to District) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.6.A.2 and as approved by District, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which District might in any way be responsible, or which might in any way result in liens or other burdens on District's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or

receipt in full, Contractor may furnish a bond or other collateral satisfactory to District to indemnify District against any Lien, or District at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to District for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect District from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. Notice of Acceptability: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to District and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.7.
- D. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, District shall set off against the amount recommended by Engineer for final payment any further sum to which District is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. District shall pay the resulting balance due to Contractor within 30 days of District's receipt of the final Application for Payment from Engineer.

15.7 Waiver of Claims

- A. By making final payment, District waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by District. District reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against District other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.8 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), District gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to District and in accordance with District's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by District, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

- B. District shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from District will be deemed the start of an event giving rise to a Claim under Paragraph 12.1.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.1 District May Suspend Work

- A. At any time and without cause, District may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.2 District May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of District or Engineer.
- B. If one or more of the events identified in Paragraph 16.2.A occurs, then after giving Contractor (and any surety) 10 days' written notice that District is considering a declaration that Contractor is in default and termination of the Contract, District may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to District under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if District has terminated the Contract for cause, District may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere, and complete the Work as District may deem expedient.
- D. District may not proceed with termination of the Contract under Paragraph 16.2.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If District proceeds as provided in Paragraph 16.2.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by District, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to District. Such claims, costs, losses, and damages incurred by District will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, District shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by District, the termination will not affect any rights or remedies of District against Contractor then existing or which may thereafter accrue, or any rights or remedies of District against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by District will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.1.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.2.B and 16.2.D.

16.3 District May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, District may, without cause and without prejudice to any other right or remedy of District, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.4 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by District or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) District fails for 30

days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to District and Engineer, and provided District or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from District payment on the same terms as provided in Paragraph 16.3.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or District has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to District and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

17.1 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between District and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this article, District or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 - MISCELLANEOUS

18.1 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to District, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.2 Computation of Times

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

18.3 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.4 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither District nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.5 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.6 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.7 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.8 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.9 Successors and Assigns

- A. District and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

GENERAL

Summary:

- A. These Supplementary Conditions amend and/or supplement the General Conditions defined in Section 00 72 00 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. In the event of a conflict between the terms of the General Conditions and these Supplementary Conditions, the Supplementary Conditions will control.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms

1.2 Terminology

- A. Calendar Day: The word "calendar day" may be used interchangeably with "day".
- B. Working Day: The word "working day" refers to any day except Saturday, Sunday, or a legal holiday.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Performance and Payment Bonds; Evidence of Insurance

2.2 Copies of Documents

2.3 Before Starting Construction

2.4 Preconstruction Conference; Designation of Authorized Representatives

2.5 Acceptance of Schedules

2.6 Electronic Transmittals

2.7 Delivery of Performance and Payment Bonds; Evidence of Insurance: Delivery of valid California Air Resources Board (CARB) Certificate of Reported Compliance

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.1 Intent

- A. The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work, which the Contractor undertakes to perform in accordance with the terms of the Contract Documents. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

3.2 Reference Standards

3.3 Reporting and Resolving Discrepancies

3.4 Requirements of the Contract Documents

3.5 Reuse of Documents

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.1 Commencement of Contract Times; Notice to Proceed

4.2 Starting the Work

- A. Prior to the commencement of the Work, a joint inspection between Engineer and Contractor will be conducted to review the preconstruction conditions of the existing facilities in the vicinity of the Site, (e.g. roads, pumps, discharge pipes, siphons, ramps, gates, signs, etc.). If such existing facilities are damaged by Contractor's operations, Contractor, at his expense, shall replace or restore them to the condition that existed prior to the commencement of the Work.
- B. Contractor shall notify Engineer a minimum of 48 hours prior to the commencement of any Work.

4.3 Reference Points

- A. Engineer will provide locations of the designated Project work areas with start and stop points, benchmarks, and station control in the immediate vicinity of the Site. When Contractor requires such stakes or marks, Contractor shall notify Engineer of such in writing a minimum of 48 hours in advance of starting operations that require such stakes or marks.
- B. Contractor is responsible for setting all construction staking and surveying, as required for construction activities including, but not limited to, setting elevations, grade control, dimension stakes, slope stakes, etc.

4.4 Progress Schedule

4.5 Delays in Contractor's Progress

- A. If Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for said delay.
- B. Should Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, then Contractor shall be entitled to an equitable adjustment in Contract Times whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for said delay.

ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.1 Availability of Lands

5.2 Use of Site and Other Areas

5.3 Subsurface and Physical Conditions

- A. The Contract Documents do not include any reports of explorations and tests of subsurface conditions and drawings of existing physical conditions that contain Technical Data.
- 5.4 Differing Subsurface or Physical Conditions
- 5.5 Underground Facilities
- 5.6 Hazardous Environmental Conditions at Site
 - A. The Contract Documents do not include any reports of and drawings known by the District related to Hazardous Environmental Conditions that contain Technical Data.

ARTICLE 6 - BONDS AND INSURANCE

- 6.1 Performance, Payment, and Other Bonds
 - A. Companies supplying sureties or bonds shall be licensed to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum A.M. Best rating of A and have a demonstrated ability to meet their ongoing obligations to policyholders.
- 6.2 Insurance—General Provisions
- 6.3 Contractor's Insurance
 - A. Minimum limits of Contractor's insurance:
 - 1. Worker's Compensation (in accordance with the State of California Labor Code §1860 and §3700):
 - a. \$1,000,000 for each accident for bodily injury by accident
 - b. \$1,000,000 for each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
 - 2. Commercial General Liability:
 - a. \$1,000,000 for each occurrence for bodily injury and property damage
 - b. \$2,000,000 for general aggregate
 - 3. Automobile Liability:
 - a. \$1,000,000 for each accident for bodily injury and property damage
 - B. Additional Insureds: In addition to the additional insureds required in the General Conditions, Contractor shall also include and list as additional insureds the following individuals or entities in accordance with the General Conditions:
 - 1. State of California
 - 2. Department of Water Resources
 - 3. Ducks Unlimited
- 6.4 Builder's Risk and Other Property Insurance
 - A. All builder's risk insurance requirements as described in Paragraph 6.4 in the General Conditions are not applicable for the Project.
- 6.5 Property Losses; Subrogation
 - A. All builder's risk insurance requirements as described in Paragraph 6.5 in the General Conditions are not applicable for the Project.
- 6.6 Receipt and Application of Property Insurance Proceeds
 - A. All builder's risk insurance requirements as described in Paragraph 6.6 in the General Conditions are not applicable for the Project.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Contractor's Means and Methods of Construction

7.2 Supervision and Superintendence

A. Minimum Communications Requirements

1. Contractor shall have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, on the Site at all times during the performance of the Work. In addition, if a Quality Control (QC) representative is required for the Project, then that individual must also have fluent English communication skills.

B. Superintendent

1. Qualifications

- a. The project superintendent must have a minimum of 10 years of experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be capable of interpreting a critical path schedule and construction drawings and specifications. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Engineer may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question.

2. Duties

- a. The project superintendent is primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend preconstruction meetings, progress meetings, and quality control meetings. The superintendent or qualified alternative must be on the Site at all times during the performance of the Work until it is completed and accepted.

C. Project Manager

1. Qualifications

- a. The project manager must have a minimum of 10 years of experience as a project manager or superintendent on projects of similar size and complexity. The Engineer may request proof of the project manager's qualifications at any point during the Project if the performance of the project manager is in question.

2. Duties

- a. The project manager is responsible for the overall management of the Project.

D. Non-Compliance Actions

1. The project superintendent is subject to removal by the Engineer for non-compliance with requirements specified in the Contract Documents and for failure to manage the project to insure timely completion. Furthermore, the Engineer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall allow the Contractor to seek an increase in the Contract Price or an extension of the Contract Times.

7.3 Labor; Working Hours

- A. The Project is a "public works" project as defined in State of California Labor Code §1720 et seq. Contractor and Subcontractors shall adhere to the use of the term "public works," particularly as it relates to the payment of prevailing wage rates, in accordance with §1720 et seq. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- B. Contractor and Subcontractors shall comply with legal working hours in accordance with State of California Labor Code §1810 et seq.

1. Eight hours labor constitutes a legal day's work. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Labor Code §1815.
 2. Contractor shall, as a penalty to District, forfeit \$25 for each worker employed in the execution of the Contract by Contractor or Subcontractors for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §1810 et seq.
 3. Notwithstanding the provisions of Labor Codes §1810 to §1814, inclusive, of this code, work performed by employees of Contractor or Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- C. Contractor and Subcontractors shall comply with the payment of prevailing wage rates in accordance with State of California Labor Code §1770 et seq.
1. Contractor and Subcontractors shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract.
 2. Contractor shall post all job site notices as prescribed by regulation pursuant to State of California Labor Code §1771.4.
 3. Contractor shall, as a penalty to District, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the State of California Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or, except as provided in §1775, by any Subcontractor under Contractor. The amount of the penalty shall be determined by the Labor Commissioner in accordance with §1775.
 4. The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in State of California Labor Code §1773. General prevailing wage determinations may be obtained online at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
 5. Contractor and Subcontractors shall be registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5 to be qualified to bid on or engage in the performance of work under this Contract pursuant to Labor Code §1771.1.
 6. Contractor shall comply with the proper keeping of payroll records in accordance with State of California Labor Code §1776.
 - a. Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.
 - b. Payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor or Subcontractor in accordance with Labor Code §1776.
 7. Contractor and Subcontractors shall furnish the records specified in State of California Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4. The internet website for Contractor and Subcontractors to electronically upload Certified Payroll Records is: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.
 8. Contractor shall comply with State of California Labor Codes §1777.5, §1777.6, and §1777.7 concerning the employment of properly registered apprentices. Every apprentice

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

- D. In accordance with State of California Labor Code §1735, Contractor, and any Subcontractor under him, shall not discriminate in the employment of persons upon public works 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 and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.
- E. Contractor, and any Subcontractor under him, are prohibited from accepting, taking wages illegally, or extracting "kickbacks" from employee wages under the State of California Labor Code Section §1778.
- F. Contractor, and any Subcontractor under him, are prohibited against accepting fees for registering any person for public work under State of California Labor Code §1779 or for filling work orders on public works under §1780.

7.4 Services, Materials, and Equipment

- A. Contractor and subcontractors shall furnish copies of valid California Air Resources Board (CARB) Certificates of Reported Compliance for In-Use Off-Road Diesel Fueled Fleets in compliance with California Code of Regulations, Title 13, Section 2449, prior to the commencement of this contract

7.5 "Or Equals"

7.6 Substitutes

7.7 Concerning Subcontractors and Suppliers

- A. Contractor shall perform with his own organizational forces Contract work amounting to not less than 50% of the total Contract price.
- B. Subcontracts between Contractor and any Subcontractor under him shall include provisions that the Contract between District and Contractor is part of the subcontract, and that the terms and provisions of Contract are incorporated into the subcontract. Subcontracts shall also contain certification by the Subcontractor that said Subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontract work. Copies of subcontracts shall be available for review by Engineer.
- C. In accordance with State of California Public Contract Code §6109, Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to §1777.1 or §1777.7 of the State of California Labor Code.

7.8 Patent Fees and Royalties

7.9 Permits

7.10 Taxes

7.11 Laws and Regulations

- A. Contractor, and any Subcontractor under him, must be licensed by the State of California Contractors' State License Board in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor or any Subcontractor not so licensed shall be subject to the penalties imposed in accordance with §7028.15. Contractor shall be skilled, regularly engaged and licensed in the general class or type of work specified and possess a valid California Class "A" Contractor's License

B. Contractor agrees to comply with the following:

1. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 2. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 3. **Employees of Contractor:** Employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to, any applicable conflict of interest provisions of the California Political Reform Act, State of California Government Code §87100 et seq.
- C. During the performance of Contract, Contractor, and any Subcontractor under him, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and Subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into Contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- D. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- E. Contractor, and any Subcontractor under him, shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).
- F. Contractor shall not use any state funds disbursed by Contract for any costs incurred to assist, promote, or deter union organizing in accordance with the State of California Government Code §16645 et seq.

7.12 Record Documents

- A. Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on State grant work under Contract in accordance with generally accepted accounting principles and the financial information and data used by the Contractor in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to District.
1. The Department of Water Resources, the Central Valley Flood Protection Board, the State Controller's Office, District, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Contractor will provide facilities for such access and inspection.

2. Records shall be maintained and made available during performance on work under this Contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any dispute appeal under this Contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

7.13 Safety and Protection

- A. Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and Contractor shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. Whenever Contractor's operations create a condition hazardous to traffic or the public, he shall furnish, erect, and maintain at his expense and without cost to District, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public.
- B. Contractor shall ensure that no alcohol, firearm, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.
- C. Contractor shall comply with the District's drug-free workplace policy as follows:
 1. Notification
 - a. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation while on the Site or otherwise engaged in the Work is subject to the actions set forth in this drug-free workplace policy.
 2. Purpose and Goal
 - a. District is committed to protecting the safety, health and well-being of all employees and other individuals on the Site or otherwise engaged in the Work. District recognizes that alcohol abuse and drug use pose a significant threat to these goals. District has established a drug-free workplace program that balances the respect for individuals with the need to maintain an alcohol and drug-free environment.
 - 1) District encourages employees to voluntarily seek help with drug and alcohol problems.
 3. Covered Workers
 - a. Any individual who is on the Site or otherwise engaged in the Work, conducts business for District, is applying for a position, or is conducting business on District's property is covered by District's drug-free workplace policy. District policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors, and subcontractors.
 4. Applicability
 - a. District's drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for District. Therefore, this policy applies during all working hours, whenever conducting business or representing District, while on call, paid standby, while on District property and at District-sponsored events.
 5. Prohibited Behavior
 - a. It is a violation of District's drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants.
 - b. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use

appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

- c. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of District's drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

6. Notification of Convictions

- a. Any employee who is convicted of a criminal drug violation in the workplace must notify District in writing within five calendar days of the conviction. District will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

7. Consequences

- a. One of the goals of District's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.
- b. In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.
- c. If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

8. Assistance

- a. District recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support District's employees, District's drug-free workplace policy:
 - 1) encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem; and
 - 2) encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- b. Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

9. Confidentiality

- a. All information received by District through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

10. Shared Responsibility

- a. A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
- b. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
- c. In addition, employees are encouraged to:
 - 1) be concerned about working in a safe environment; and
 - 2) report dangerous behavior to their supervisor.
- d. It is the supervisor's responsibility to:
 - 1) inform employees of the drug-free workplace policy;

- 2) observe employee performance;
- 3) investigate reports of dangerous practices; and
- 4) document negative changes and problems in performance.

11. Communication

- a. Communicating the District's drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting District's drug-free workplace program, all employees are to receive a written copy of this policy.

7.14 Hazard Communication Programs

7.15 Emergencies

7.16 Submittals

- A. Paragraph 7.16 of the General Conditions in its entirety is superseded by Section 01 33 00 – Control of Work.

7.17 Contractor's General Warranty and Guarantee

7.18 Indemnification

7.19 Delegation of Professional Design Services

ARTICLE 8 - OTHER WORK AT THE SITE

8.1 Other Work

8.2 Coordination

8.3 Legal Relationships

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.1 Communications to Contractor

9.2 Replacement of Engineer

9.3 Furnish Data

9.4 Pay When Due

9.5 Lands and Easements; Reports, Tests, and Drawings

9.6 Insurance

9.7 Change Orders

9.8 Inspections, Tests, and Approvals

9.9 Limitations on District's Responsibilities

9.10 Undisclosed Hazardous Environmental Condition

9.11 Evidence of Financial Arrangements

9.12 Safety Programs

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.1 District's Representative

10.2 Visits to Site

10.3 Resident Project Representative

- 10.4 Engineer's Authority
- 10.5 Determinations for Unit Price Work
- 10.6 Decisions on Requirements of Contract Documents and Acceptability of Work
- 10.7 Limitations on Engineer's Authority and Responsibilities
- 10.8 Compliance with Safety Program

ARTICLE 11 - CHANGES TO THE CONTRACT

- 11.1 Amending and Supplementing the Contract
- 11.2 Change Orders
- 11.3 Work Change Directives
- 11.4 Field Orders
- 11.5 District-Authorized Changes in the Work
- 11.6 Unauthorized Changes in the Work
- 11.7 Change of Contract Price
- 11.8 Change of Contract Times
- 11.9 Change Proposals
- 11.10 Notification to Surety

ARTICLE 12 - CLAIMS

- 12.1 Claims

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.1 Cost of the Work

- A. Mobilization costs shall consist of preparatory work and those operations including, but not limited to, the movement of plant, equipment, supplies and incidentals to the Site; establishment of any temporary field offices, buildings, and other facilities necessary for work on the Project; and for all other work and operations which must be performed or costs incurred prior to starting the Work on the various contract items.
 - 1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent or more of the original contract amount, 50 percent of the Contract item price for mobilization shall be included in the Application for Payment.
 - 2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 25 percent or more of the original contract amount, the total amount earned for mobilization shall be 75 percent of the Contract item price for mobilization and shall be included in the Application for Payment.
 - 3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization is 50 percent or more of the original contract amount, the total amount earned for mobilization shall be 100 percent of the Contract item price for mobilization and shall be included in the Application for Payment.
 - 4. The Contract lump sum price paid for mobilization shall not exceed 5 percent of the total Bid.

13.2 Allowances

13.3 Unit Price Work

- A. If the quantity of any item of Unit Price Work performed by Contractor differs by 25 percent or less from the estimated quantity of such item indicated in the Agreement, then the quantity difference for said item is not considered to be significant, and payment will be made pursuant to the Contract Price.
- B. If the quantity of any item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement, then Contractor may submit a Change Proposal, or District may file a Claim, seeking an adjustment in the Contract Price. In the absence of a Change Proposal or Claim, payment will be made pursuant to the Contract Price.
- C. Measurement of quantities:
 - 1. Materials delivered by land hauling units shall be measured by weight and shall be weighed by and at the expense of Contractor on sealed scales regularly inspected by the State Division of Measurement Standards or its designated representatives. Only a weighmaster that is licensed in accordance with the provisions of the State of California Business and Professions Code (§12700 et seq.) shall operate the scales. Contractor shall furnish a Public Weighmaster's Certificate for each load of material delivered and daily summary weigh sheets.
 - 2. The weight of material delivered by barge shall be determined by way of water displacement or barge chart showing the displacement for different levels of submergence as prepared and certified by a State of California registered civil engineer, marine surveyor, or architect. Said charts shall be provided for each barge used to provide material for the project. Before loading and after unloading, measurements shall be taken for each load at each of the four corners of the barge. The calculations shall be subject to verification by Engineer. The bilge of the barge shall be free of water or other ballast at the time measurements are taken.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

- 14.1 Access to Work
- 14.2 Tests, Inspections, and Approvals
- 14.3 Defective Work
- 14.4 Acceptance of Defective Work
- 14.5 Uncovering Work
- 14.6 District May Stop the Work
- 14.7 District May Correct Defective Work

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

- 15.1 Progress Payments
 - A. All documentation required to substantiate completion of the Work shall accompany each Application for Payment including, but not limited to:
 - 1. related delivery or weight tags;
 - 2. lien releases; and
 - 3. updated Progress Schedule indicating actual progress.

B. Authorization for payment by District to Contractor is subject to approval by the District's Board of Trustees.

C. Authorization for payment by District to Contractor is subject to approval by a funding grantor and/or cost sharing partner.

15.2 Contractor's Warranty of Title

15.3 Substantial Completion

15.4 Partial Use or Occupancy

15.5 Final Inspection

15.6 Final Payment

15.7 Waiver of Claims

15.8 Correction Period

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.1 District May Suspend Work

A. District reserves the right to suspend the Work at any time in the event of extreme high or low tides, flood events, or other emergencies that may jeopardize the integrity of the District's levees, flood control systems, or other facilities. If said suspension of work prevents Contractor from proceeding with the controlling operation or operations, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for said delay.

16.2 District May Terminate for Cause

A. The occurrence of any one or more of the following events will also constitute a default by Contractor in accordance with the General Conditions and justify termination for cause:

1. Contractor commences any proceeding under the Bankruptcy Act;
2. Contractor is adjudged a bankruptcy;
3. Contractor makes any assignment for the benefit of creditors; or
4. a receiver is appointed on account of Contractor's insolvency.

16.3 District May Terminate for Convenience

16.4 Contractor May Stop Work or Terminate

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

17.1 Methods and Procedures

ARTICLE 18 - MISCELLANEOUS

18.1 Giving Notice

18.2 Computation of Times

18.3 Cumulative Remedies

18.4 Limitation of Damages

18.5 No Waiver

- 18.6 Survival of Obligations
- 18.7 Controlling Law
- 18.8 Assignment of Contract
- 18.9 Successors and Assigns
- 18.10 Headings

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General description of the Project and its features and activities.

1.2 WORK TO BE PERFORMED BY CONTRACTOR

- A. Construction of the project consists, in general, of the following features and activities:
1. Conduct all contract administration, project controls, mobilization, and demobilization.
 2. Comply with all permit requirements. Permits governing the work include, but are not limited to:
 - a. California Environmental Quality Act (CEQA), Initial Study/Mitigated Negative Declaration (ISMND), SCH #: 2023110643, dated February 22, 2024.
 - b. U.S. Army Corps of Engineers (USACE), Section 404 Authorization of Nationwide Permit 27 (XXX-XXXX-XXXXX), dated XXXXXX.
 - c. Central Valley Regional Water Quality Control Board (CVRWQCB), State Restoration General Order (SRGO), Waste Discharge Requirements and Water Quality Certification (WDID # 5A34CR00888), dated April 5, 2024
 - d. Delta Stewardship Council, Certificate of Consistency #: C20251, dated February 8, 2025.
 - e. United States Fish and Wildlife Service (USFWS), Biological Opinion #: XXXXXX, dated XXXXXXXX.
 - f. State Historic Preservation Officer (SHPO), National Historic Preservation Act (NHPA) Section 106 Concurrence, dated February 14, 2025.
 3. Dewater work area, including groundwater, as needed within the project area.
 4. Strip borrow areas (swales, potholes and existing berm) and embankment footprints of organics. Stripping materials are to be placed on berm side slopes and placed in project areas as shown on the plans.
 5. Excavate swales and potholes.
 6. Recontour fields and grade pond bottoms within the project area.
 7. Construct perimeter berm and islands within the project area.
 8. Complete new water delivery pipeline and siphon outfall improvements.
 9. Install new water control structures as shown on the plans.

1.3 PROJECT LOCATION & ACCESS

- A. The project is located approximately 3.5 miles southeast of the City of Rio Vista. Contractor access shall be off State Route 160 at West Brannan Island Road. Heading east on West Brannan Island Road for approximately 0.4 miles, turn left on Twitchell Island Road. Proceed east on Twitchell Island Road for approximately 2.0 miles, turn right on Twitchell Island Ferry Road. Proceed south on Twitchell Island Ferry Road for approximately 0.3 miles. The project site will be to the west.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00
COORDINATION OF WORK AND WORK RESTRICTONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Meetings and conferences between the Contractor, Resident Project Representative, and Engineer.
- B. Contractor's responsibilities for establishing temporary facilities, utilities and/or equipment necessary to complete the Project.
- C. Contractor's restrictions in work areas, access restrictions and interferences for Contractor and public.

1.2 RELATED REQUIREMENTS

- A. Section 01 22 00 – Measurement and Payment

1.3 PRICE AND PAYMENT PROCEDURES

- A. The basis of measurement and payment are listed in Section 01 22 00 – Measurement and Payment.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. The Resident Project Representative will schedule a pre-construction conference within fourteen (14) days after the Notice of Contract Award letter has been issued to the Contractor. The Contractor's Representative and subcontractor representatives shall attend.
- B. At the pre-construction conference, the Contractor shall submit to the Resident Project Representative:
 - 1. Construction plan and schedule for the Project detailing all habitat mitigation work window.
 - 2. Proposed construction access roads and routes.

1.5 PROGRESS MEETINGS

- A. Meetings with the Resident Project Representative will normally be held weekly; however, meetings may be held as often as is deemed necessary by the Resident Project Representative. Representative(s) of the Contractor shall attend. The purpose of the meetings will be to discuss compliance with the schedule, progress, coordination, submittals, and job-related problems and changes.

1.6 TEMPORARY FACILITIES AND UTILITIES

- A. Prior to starting work, the Contractor shall submit to the Resident Project Representative a proposed plan and layout for all temporary offices, sanitary facilities, storage buildings, storage yards, access roads and routes, temporary water service and distribution, and temporary power service and distribution. Should the Contractor require space in addition to that available on-site, the Contractor shall make his own arrangements for storage of materials and equipment in locations within the construction area and shall provide the District a copy of the letter of authorization for storage from the property owner(s).
- B. The Contractor shall provide and pay for all temporary utilities, including but not limited to electricity, water, gas, and telephone used on the Project. The Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the work site where utility is necessary to perform the work. Upon completion of the Contract, the Contractor shall remove all temporary distribution systems.

- C. The Contractor shall provide toilet and wash up facilities for his work force at the site of the work. Such facilities shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of temporary facilities and construction sites.
- D. The Contractor shall provide for the protection of equipment and materials with deteriorate when exposed to moisture or ultraviolet light.
- E. The Contractor shall provide all-weather parking for his personnel and the personnel employed by all subcontractors and suppliers providing work at the site. NO impacts to the site or wetlands will be allowed to occur due to parking or staging of equipment.
- F. Provide barricades, temporary fencing, handrails, shoring and other devices required by law and as necessary to protect existing infrastructure, new construction and materials, and to protect all persons on the job site.
- G. All facilities installed shall meet the requirements of all applicable codes.

1.7 WORK AREAS

- A. The Contractor's work area shall be confined to the landside of the levee.
- B. Staging and stockpile areas shall be delineated, and the locations provided to the Resident Project Representative at the pre-construction conference. Alternate sites may be requested per Part 1.09 of this Section.

1.8 LOCAL CONSTRUCTION TRAFFIC

- A. Local construction traffic and haul routes shall be clearly identified and provided to the Resident Project Representative at the pre-construction conference.
- B. Loaded trucks or equipment shall not travel on the Sevenmile Slough levee crown without explicit prior authorization by the Resident Project Representative and the Engineer.
- C. The Contractor shall preserve and protect all existing private or project access or right-of-way roads. The gate located on Twitchell Island Ferry Road shall remain locked at all times. At the completion of work and prior to demobilization, the Contractor shall restore all access roads to pre-project conditions.
- D. All access roads shall be graded during project construction periods to the satisfaction of the Resident Project Representative and the Engineer.

1.9 ACCESS TO THE WORK AREA

- A. The Contractor shall conduct construction activities so as not to interfere with local residential, business or agricultural operations in the vicinity of the work.
- B. The Contractor shall provide continuous access, at all times, to all residences, buildings, crop and grazing fields, businesses, and local traffic affected by the construction of the Project. Convenient and suitable crossings for access to side roads shall be provided and maintained by the Contractor. The Contractor shall provide a plan for providing reasonable access to the Resident Project Representative at the pre-construction meeting. At any and all points along the work where the nature of construction operations are in progress, and the equipment and machinery are in use, are of such character as to endanger passing traffic, the Contractor shall provide such lights and signs, erect such fences or barriers, and station such guards and personnel as may be necessary to give adequate warning and to avoid damage or injury to passing traffic. Signs, flags, lights, and other warning and safety devices shall conform to applicable City, County, and State requirements.
- C. The Contractor shall use any existing levee crown roads for access unless approved prior to by the Resident Project Representative.

1.10 CONSTRUCTION WATER SUPPLY

- A. Construction water may be obtained from irrigation canals and from other locations as directed by the Resident Project Representative. Should the Contractor require additional construction water, the Contractor shall obtain whatever approvals and permits may be required by local, State or Federal regulations to access, divert and transport such supply.

1.11 STAGING AREAS

- A. It is the intent of this Contract to utilize the work areas shown on the Plans for staging, project administration buildings, and maintenance areas. By making the sites available to the Contractor, the District, and any other person or agency connected with the properties, shall in no way be responsible or liable for any activity of the Contractor, subcontractors, or any individual or organization connected with the project.
- B. The Contractor shall be responsible for furnishing all labor, equipment, supplies, and materials necessary to perform all operations required for establishing, maintaining, and providing security of the staging areas for the duration of the project.
- C. The Contractor may provide alternate sites for staging areas. If alternative sites are to be used, they must be near the project and the Contractor must make all arrangements for their use at his own expense and in accordance with all local, State and Federal regulations. All staging areas within the project must be consistent with the Storm Water Pollution Prevention Plan as required by the Regional Water Quality Control Board. Contractor shall provide a written request for use of alternate staging areas to the Resident Project Representative. The Resident Project Representative may deny any and all requests for use of alternate staging areas.

1.12 RESTORATION OF CONSTRUCTION AREA

- A. Temporary construction areas shall be restored to the same condition they were in prior to the beginning of any work. The Contractor shall not remove any soil or material from such areas and shall not bury any foreign materials thereon. The Contractor shall disc, rip, regrade, or perform the requested earthwork remediation if so directed by the Resident Project Representative of such areas after associated construction is completed to remedy any compaction which may have resulted from such construction activities. These areas must be consistent with the approved Project environmental permits.
- B. All staging areas shall be restored to pre-project conditions, in accordance with the applicable provisions of this Contract or pursuant to appropriate agreements between the Contractor and the property owner(s) for use of staging areas.

1.13 HOUSECLEANING AND CLEANUP

- A. The Contractor shall keep the entire construction area, structures and access ways free of debris and obstructions at all times. Work will not be allowed in those areas that have unsatisfactory cleanup and housekeeping as determined by the Resident Project Representative. At least once each day, all areas shall be checked by the Contractor and, if necessary, corrected to comply with the above requirement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for unit prices and measurement and payment.

1.2 UNIT PRICES

- A. The unit price bid for each item shall include furnishing all tools, equipment, supplies, and materials, and for all labor, operations, and incidentals appurtenant to completion of the work being described and indicated on Plans and in Technical Specifications. The Contractor should include in the total dollar value of unit price items all costs incurred in the performance of the work including but not limited to general condition costs, administration, overhead, taxes, profit, OSHA and safety compliance, permits and permit compliance, transportation of materials, best management practices, project coordination, quality control, testing of materials, construction surveying, layout and staking, submittals, insurance, bonds, and record drawings. The Contractor should not include these costs as separate items from those listed on the Unit Price Table.

1.3 MEASUREMENT

- A. Measurement of quantities for work completed shall be as described in the bid item descriptions.
- B. For bid items that are specified to be measured on a plan quantity basis, the quantities set forth in the bid will be the pay quantities, unless changes are made to the Plans. The actual quantities placed in accordance with the plans and specifications will not be measured for payment. Payment will be made on the bid quantities times the unit price bid.
- C. For bid items that are specified to be measured in the field, as staked, as installed or for time recorded, the quantities set forth in the Bid are approximate only. Final quantities will be verified by the Engineer as indicated in the Measurement and Payment sections of the Technical Specifications. The extension amounts shown in the Bid are for comparative purposes only and in no way constitute an actual amount for which the District will be liable.
- D. For bid items that are paid on a lump sum basis, payment will be made based on completion of the bid item. Actual quantities placed in accordance with the plans and specifications will not be measured for payment. The Engineer may consider requests made by the Contractor for progress payments on lump sum bid items. The Contractor shall submit to the Engineer for approval a Schedule of Values identifying costs of major items of work for lump sum (LS) bid items. The major items of work shall be further broken down into definable features of work for which progress payments may be requested. The Engineer may request data to verify accuracy of dollar values, including invoices, receipts, etc. for work completed and materials installed.

1.4 PAYMENT

- A. Payment for the various items of the Unit Price Table shall be made in accordance with the terms of the General Conditions and those contained herein. Payments to the Contractor shall be based on the contract unit price and are made on completion and acceptance of the work by the District. The partial payments for all bid items shall be subject to retention in accordance with the General Conditions.
- B. Payment for work completed under this Contract is subject to terms contained in project funding agreement(s), including fund expiration dates. An approved invoice for final payment must be received by the Engineer within 30 days of Final Acceptance. Failure of the Contractor to

submit an invoice approved by the Engineer within the stipulated allowable time shall relieve the District of any outstanding obligation of payment for work completed.

1.5 BID ITEMS

A. Bid Item No. 1: Mobilization

1. Mobilization shall be measured and paid on a lump sum basis (LS) for the entire project. 50% of the contract unit price shall be paid at the first billing. The remaining 50% of the contract unit price shall be paid at project completion.
2. A Contractor is eligible for a separate mobilization payment when the Contractor is required to discontinue work by the Engineer for reasons other than seasonal termination of work. The payment shall be payment in full for supply of all necessary labor, equipment, and materials to perform mobilization operations herein described and all work in this specification. The payment shall be commensurate to the amount of equipment and materials that are required to be removed from the Project site and that payment shall not exceed the original unit price specified for mobilization.

B. Bid Item No. 2: Site Preparation

1. Bid and payment quantities for clearing, grubbing, stripping, demolition, removal, salvage and temporary bypass facilities as specified herein will be paid on a lump sum (LS) basis. Stripping to a depth of 3 inches is assumed for all embankment footprints and to a depth of 3 inches for all borrow areas for quantity calculations. Re-spreading of all stripped material as specified herein is considered incidental to stripping activities and no separate measurement or survey of quantities will be made.

C. Bid Item No. 3: Recontour Field

1. Field recontouring and created topography shall be measured and paid on a cubic yard (CY) basis, as determined from the Plans and by the Engineer. The field recontouring quantity is the "cut" material to be excavated that is in addition to material excavated and subsequently used as compacted embankment fill. The cut quantity is considered to be the volume of material in the in-situ state that is to be removed as determined by the design plan. Re-spreading of excavated material is considered incidental to field recontouring operations, and no separate measurement or survey of quantities will be made unless deemed necessary by the Engineer.

D. Bid Item No. 4: Berm and Island Compacted Fill

1. Compacted embankment fill shall be measured and paid on a cubic yard (CY) basis, as determined from the Plans and by the Engineer. Compacted fill quantities include replacement fill of material removed during stripping operations of embankment footprints. The compacted fill quantity is considered to be the in-place, neat-line, post-compaction volume of embankment determined by the design plan and cross sections. An estimated shrinkage and compaction loss of approximately 45% has been used to achieve a cut/fill balance for this project. Excavation of borrow material for compacted fill operations shall be incidental to embankment operations and no separate measurement or payment will be made. No adjustment in quantities will be made for overbuilding of embankment design sections, waste material from finish grading, or shrinkage of excavated material resulting from compaction operations. All work required for moisture conditioning of embankment is considered incidental to compacted fill.
2. Stripping shall be considered incidental to the placement of compacted fill, and no separate measurement or payment will be made.

E. Bid Item No. 5: Perimeter Ditch Excavation

1. Excavation of perimeter drain ditches shall be paid on a linear foot (LF) basis of ditch excavation. Placement of excavated ditch material for compacted fill operations shall be incidental to drainage ditch excavation operations and no separate measurement or

payment will be made. The quantity of material excavated from this bid item has been included in Bid Item No. 4 – Compacted Embankment Fill using an estimated shrinkage and compaction loss of approximately 45%.

F. Bid Item No. 6: 16-inch PVC Pipe

1. 16-inch diameter PVC pipe shall be measured and paid on a linear foot (LF) basis of installed pipe. All pipe trench and excavation, base preparation, borrow material excavation and backfill, fittings, couplers, elbows, joints, valves, testing, connection to siphon valve assembly and other appurtenances shall be considered incidental to pipe installation.

G. Bid Item No. 7: 4-inch Combination Air Release Valve Assembly

1. Combination air release valves 4-inches in size shall be measured and paid on an individual (EA) basis of installed facilities. All mounting hardware, sealants, PVC piping and fittings, backfill, bollards and other appurtenances shall be considered incidental to valve installation.

H. Bid Item No. 8: Siphon Valve Assembly

1. Siphon valve assembly shall be measured and paid on a lump sum (LS) basis of installed facilities. Excavation of the new agricultural supply ditch and backfill of existing agricultural supply ditch shall be included in the lump sum cost of siphon valve assembly. All pipe trench and excavation, base preparation, borrow material excavation and backfill, fittings, couplers, elbows, joints, valves, testing, connection to siphon and other appurtenances shall be considered incidental to siphon valve assembly installation.

I. Bid Item No. 9: HDPE Water Control Structure – 4 FT

1. High Density Polyethylene (HDPE) water control structures 4 feet in diameter and 7 feet high shall be measured and paid on an individual basis (EA). Prefabricated maintenance grating for access to the poly riser water control structures shall be included.
2. All excavation, base preparation, backfill, maintenance grating, stop logs, support piles, pipe supports, lumber, hardware, and other appurtenances, shall be considered incidental to structure installation.

J. Bid Item No. 10: 24-inch HDPE Pipe

1. HDPE pipe 24-inches in diameter shall be measured and paid on a linear foot (LF) basis.
2. All excavation, base preparation, backfill, pipe anchors, supports and other appurtenances, shall be considered incidental to structure installation. No separate measurement or payment will be made.

K. Bid Item No. 11: Quantity Surveys

1. Site layout and construction staking shall be performed by the contractor. Pre-construction and As-built surveys and quantity calculations shall be measured and paid on a lump sum (LS) basis. The surveys shall be based on the design plan survey datum and conducted in accordance with the Technical Specifications.

L. Bid Item No. 12: SWPPP Implementation and Maintenance

1. The Contractor will perform all Water Pollution Control (WPC) Manager activities associated with implementation and maintenance of Storm Water Pollution Prevention Plan (SWPPP) Best Management Practices (BMPs) for the life of the construction project. These activities will be directed by a Qualified SWPPP Practitioner (QSP) for the project. The Contractor will obtain the services of a QSP for the Project. All QSP related services and SWPPP BMP materials and labor to install materials, Notice of Intent (NOI) fees, permitting, reporting, Notice of Termination (NOT) or other fees shall be included in the lump sum (LS) price for the SWPPP Implementation and Maintenance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00
CONTROL OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for submission of product data, mix designs, samples, certificates of compliance, and other items as specified.

1.2 SUBMITTALS

- A. The Contractor shall submit to the Engineer, for approval, electronic copies of submittals required for performance of the work, including:
 - 1. Contractor's Construction Schedule
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples
 - 6. Testing and Performance Reports
 - 7. Manufacturers Certifications and Warranties
 - 8. Installer Qualifications
- B. The Engineer or Resident Project Representative may request hard copies of submittals at their discretion.

1.3 SHOP DRAWINGS

- A. Wherever called for in these Specifications or on the Drawings, or where required by the Resident Project Representative and/or Engineer, the Contractor shall furnish to the Engineer for review, the requested number of prints of each shop drawing. The term "shop drawing" as used herein shall be as defined in Article 1 of the General Conditions. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.
- B. The Contractor may authorize a material or equipment supplier to deal directly with the Engineer with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.
- C. If drawings are returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required.
- D. If drawings are returned to the Contractor marked "MAKE CORRECTIONS NOTED," the Contractor shall implement the corrections indicated, however, formal revision and resubmittal of said drawing will not be required.
- E. If drawings are returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said drawing and shall resubmit said revised drawing to the Engineer.
- F. If drawings are returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said drawing and shall resubmit said revised drawing to the Engineer.
- G. Fabrication of an item shall not be commenced before the Engineer has reviewed the pertinent shop drawings and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be

considered as changes necessary to meet the requirements of the Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop drawings (unless review by the Engineer of said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Engineer's delay in review actually resulted in a delay in the Contractor's construction schedule). The review of said drawings by the Engineer will be limited to checking for general agreement with the Specifications and Drawings, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Drawings. Fabricating dimensions, quantities of material, applicable code requirements, and other Contract requirements shall be the Contractor's responsibility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 34 20
SPECIFICATIONS AND DRAWINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project specifications, plans and site conditions.

1.2 RELATED REQUIREMENTS

- A. Section 00 21 13 – Instructions to Bidders

1.3 SPECIFICATIONS AND PLANS FOR CONSTRUCTION

- A. The work shall conform to the Drawings and Specifications, all of which form a part of the Bidding Documents and are available from the Issuing Office as per Section 00 21 13 – Instructions to Bidders.
- B. Omissions from the Drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.
- C. The Contractor shall check all Drawings immediately upon their receipt and shall promptly notify the Resident Project Representative of any discrepancies. Figures marked on Drawings shall in general be followed in preference to scale measurements. Large scale plans shall in general govern over small scale plans. The Contractor shall compare all Drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.
- D. The Contractor shall keep at the work site a copy of the Drawings and Specifications and shall at all times give the Resident Project Representative and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy in the figures, in the Drawings, or in the Specifications, the matter shall be promptly submitted to the Resident Project Representative, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense.
- E. Wherever in the Specifications or upon the Drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Engineer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Engineer, unless otherwise expressly stated.
- F. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the Drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

1.4 PHYSICAL DATA

- A. Data and information furnished or referred to herein is for the Contractor's information.
- B. The District shall not be responsible for any interpretation of, or conclusion drawn from, the data or information by the Contractor.

- C. The indications of physical conditions on the Drawings and in the Specifications are the result of site investigations.
- D. Weather Conditions: The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.
- E. Transportation Facilities: The Contractor shall make his own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the District or extension of time for completion of the work.

1.5 SURFACE AND SUBSURFACE CONDITIONS

- A. It is the Contractor's responsibility to become acquainted and satisfied as to the character, quality, and quantity of surface and subsurface materials to be encountered, by inspecting the site and by evaluating information derived from exploratory work that may have been accomplished by others or included in these Contract Documents. Any failure by the Contractor to become acquainted with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- B. The submission of a Bid shall be conclusive evidence that the Bidder has reviewed the site conditions, and is satisfied as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.
- C. Prior to Bid submittal, the Contractor may make his own subsurface investigations to satisfy himself regarding site and subsurface conditions but only after he has received necessary clearance from the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 00
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Special project procedures for the prosecution of the work under the Contract.

1.2 PROTECTION OF AIR QUALITY

- A. Air pollution restrictions applicable to this project are as follows:

1. Material may not be burned within the Contract area at any time within the Contract period.
2. The Contractor will be required to maintain all excavations, compacted embankments, stockpiles, haul roads, access roads, waste areas, borrow sources, and all other work areas within or without the project boundaries free from dust which would cause the local standard for air pollution to be exceeded or which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at least twice daily or at such intervals as to keep all parts of the disturbed area at least damp at all times. The Contractor must have sufficient equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. The Contractor's attention is particularly drawn to the proximity of public roadways, residential areas and vineyard for effective dust control. The Contractor shall be solely responsible for any crop damage or crop loss due to inadequate dust control.
3. Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
4. Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
5. Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.
6. If wind is forecasted to be greater than 30 miles per hour on a given day, construction work will be postponed in order to avoid the creation of substantial dust (PM10 or particles with a diameter of 10 micrometers or less).

1.3 TRANSPORTATION

- A. Regional traffic management requirements to the Project are as follows:

1. The Contractor shall follow Caltrans standards as required.

1.4 ENCROACHMENT PERMIT

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline, any telephone, electric transmission line, fence, roadway, or any other structure, nor enter upon the rights-of-way involved until the Contractor has obtained the necessary access permits. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same.

1.5 ENVIRONMENTAL LITIGATION

- A. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Resident Project Representative, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Resident Project Representative in the administration of this Contract under the terms of the "Suspension of Work and Termination," Article 16 of the District's General Conditions. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that Section, subject to all the provisions thereof.
- B. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the District has not duly considered, either substantively or procedurally, the effect of the work on the environment.

1.6 SALVAGE MATERIALS AND EQUIPMENT

- A. The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the District, all salvage materials and equipment which are broken or damaged during salvage operations as the result of Contractor negligence, or while in Contractor care.

1.7 SUBCONTRACTORS

- A. At the Resident Project Representative's discretion, subcontractors may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the District's interests. The re-subletting of work by a subcontractor shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work which he is to perform and shall meet any other experience requirements of the Specifications.
- B. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Resident Project Representative upon the Resident Project Representative's request. Each subcontract shall contain a reference to the Agreement between the District and the Contractor, and the terms of that Agreement shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the District Representative, if, in the Resident Project Representative's opinion, the subcontractor fails to comply with the requirements of the Agreement insofar as the same may be applicable to this work.
- C. The Contractor shall be responsible to the District and the Engineer for the acts and omissions of his subcontractor and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Section shall create any contractual relationship between any subcontractor and the District, or the Engineer, or relieve the Contractor of any liability or obligation under the Agreement.

1.8 NON-CONTRACT WORK

- A. The Contractor and/or his subcontractors shall not perform any work for third parties, landowners or otherwise, without prior approval of the Resident Project Representative.

1.9 CONTROL OF WATER

- A. The Contractor shall be responsible for dewatering and control of water as may be required to achieve acceptable embankment and structure foundation and to safely and satisfactorily construct the improvements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General terms, conditions, and requirements attached to permits, bonds, licenses required by any local, state, or federal agency to perform work, construct, erect, test, or startup any equipment or facility for this Contract.

1.2 DESCRIPTION

- A. Obtain and adhere to all environmental permits for all work, including but not limited to, excavations, trenches, construction, demolition, and disposal, give all notices necessary and incidental to the lawful prosecution of, and comply with all relevant requirements applicable to, the work required under this Contract.
- B. If there is a conflict between these specifications and the Permits or Environmental Document conditions, the Permit and or Environmental Document conditions shall supersede and be followed. The Contractor shall notify the Resident Project Representative of the conflict prior to taking action.

1.3 SCOPE

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this Contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste management, and management of radiant energy and radioactive materials, as well as other pollutants.

1.4 APPLICABLE REGULATIONS

- A. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this Contract, they shall comply with all applicable Federal, State, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.
- B. Compliance with the provisions of this Section by subcontractors will be the responsibility of the Contractor.

1.5 PROTECTION OF LAND RESOURCES

- A. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural. The Contractor shall confine his construction activities to areas defined by the Plans and Specifications, and to areas to be cleared for any other operations, as indicated on the Plans.
- B. Paved and unpaved access roads leading to the project site will be left in the same or better condition at the completion of the project. The Resident Project Representative may elect to take pictures and/or video of adjacent roads prior to and following completion of the construction project.

- C. Except in areas marked on the Plans to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority. Staging areas, access and construction roads should be located in areas and in such a manner to preserve the existing species. Clearing shall be kept to the minimum to accomplish construction, and no clearing shall be done on the waterside of levees. No ropes, cables, or guy wires shall be fastened to or attached to any existing nearby trees unless specifically authorized by the District Representative.
- D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense.

1.6 HISTORICAL LANDMARKS AND ARCHAEOLOGICAL FINDS

- A. If the Contractor uncovers any archaeological artifacts or remains during the course of the work, all earthmoving activities shall cease until the county coroner or a qualified archeologist is retained by the District and the findings are evaluated. If human remains are encountered, excavation or disturbance of the location must be halted in the vicinity of the find, and the county coroner contacted. If the coroner determines the remains are Native American, the coroner will contact the Native American Heritage Commission. The Native American Heritage Commission will identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations regarding the treatment of the remains with appropriate dignity. The costs of professional services shall be borne by the District.

1.7 PROTECTION OF WATER RESOURCES

- A. The Contractor shall not pollute streams with soil, fuels, oils, bitumen, calcium chloride, acid or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through or adjacent to the project areas. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oil greases, bituminous materials, waste washing, herbicides and insecticides, and cement and surface drainage from entering public waters.
- B. Disposal of any materials, wastes, effluent, trash, garbage, soil, grease, chemicals, etc., in areas adjacent to waterways shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

1.8 PROTECTION OF FISH AND WILDLIFE

- A. This Project is subject to the California Endangered Species Act (Fish and Game Code Section 2050) and the Contractor shall comply with all provisions contained therein. The Contractor shall comply with Sections 3500, 3503, 3503.5, and 3513 of the Fish and Game Code, which address protection of migratory game birds, birds of prey, and migratory birds on the Federal List (50 CFR 10.13).
- B. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area. Fouling or polluting of water or dry stream beds will not be permitted.

1.9 GIANT GARTER SNAKE MONITORING

- A. See Permit and Environmental Document Conditions. Suitable habitat for Giant Garter Snakes (GGS) is present in the project area. The following conditions are only meant to avoid and minimize impacts while working in suitable habitat for GGS, and does not authorize take by the Permittee (pursuant to Fish and Wildlife Code 86):

1. In areas identified as having potential to support GGS and which have not been dewatered for 15 days, a Service-approved biologist will be present for all vegetation removal and initial ground disturbance. If a GGS is encountered during construction activities, the monitoring biologist will have the authority to stop construction activities until appropriate corrective measures have been completed or it is determined that the snake would not be harmed. Giant garter snakes will be allowed to move away from the area of their own accord. Any incidental take will be immediately reported to the USFWS by telephone (916-930-2664) and by written letter addressed to the Chief, Endangered Species Division, within one working day.
- B. The GGS monitoring biologist shall be provided by the Resident Project Representative and shall work at the District's expense. Contractor shall perform work within the monitoring area between May 1 and September 30. A schedule for construction in the GGS monitoring area shall be presented by the Contractor during the pre-construction conference for the Resident Project Representative's approval.
- C. Construction delays through fault of the Contractor which cause the snake monitoring biologist to remain onsite beyond the time provided in the construction schedule or which cause supplemental surveys be completed may result in the Resident Project Representative assessing damages in the amount of the cost of the biologist daily rate at the Contractor's expense.

1.10 MIGRATORY BIRDS AND BIRDS OF PREY

- A. See Permit and Environmental Document Conditions. If construction is scheduled to occur between February 15 and August 15 then a qualified biologist provided by the District shall conduct a pre-construction survey for active nests at the construction site and within 0.25 mile of the construction site from publicly accessible areas within 30 days prior to construction. The qualified biologist, Resident Project Representative, and California Department of Fish and Wildlife (CDFW) shall meet at the project site prior to construction to discuss areas in need of additional surveys. If no active nest of a bird of prey or Migratory Bird Treaty Act (MBTA) bird is found, then no further mitigation measures are necessary.
- B. If an active nest of a bird of prey or MBTA bird is found, then the biologist shall flag a minimum 250 foot (1320 ft. [0.25 mile] for Swainson's hawk) Environmentally Sensitive Area (ESA) buffer around the nest if the nest is of a bird of prey, and a minimum 100-foot ESA around the nest tree if the nest is of an MBTA bird other than a bird of prey.
- C. No construction activity shall be allowed in the buffer until the biologist determines that the nest is no longer active, or unless monitoring determines that a smaller buffer will protect the active nest.
- D. The buffer may be reduced if the biologist monitors the construction activities and determines that no disturbance to the active nest is occurring. The size of suitable buffers depends on the species of bird, the location of the nest relative to the project, project activities during the time the nest is active, and other project specific conditions. Before any work is authorized within a buffer, CDFW shall be consulted. If construction is allowed within the buffer, a District provided biologist will be present to monitor nests and will have the authority to halt construction activities within the buffer if the nesting birds show signs of agitation or potential abandonment. Active nests with transportation routes that are within the buffer zone should be monitored for signs of distress, with routes being altered, or implementing other measures to minimize disturbances.
- E. All qualified biologists shall be provided by the Resident Project Representative and shall work at the District's expense. A schedule for construction outlining specific work areas shall be presented by the Contractor during the pre-construction conference for the Resident Project Representative's approval.
- F. Construction delays through fault of the Contractor which cause the qualified biologist to remain onsite beyond the time provided in the construction schedule or which cause supplemental

surveys be completed may result in the Resident Project Representative assessing damages in the amount of the cost of the biologist daily rate at the Contractor's expense.

1.11 SPECIAL STATUS PLANT SPECIES

- A. See Permit and Environmental Document Conditions. A qualified biologist shall be provided by the Resident Project Representative and shall work at the District's expense. A schedule for construction outlining specific work areas shall be presented by the Contractor during the pre-construction conference for the Resident Project Representative's approval.
- B. Construction delays through fault of the Contractor which cause the qualified biologist to remain onsite beyond the time provided in the construction schedule or which cause supplemental surveys be completed may result in the Resident Project Representative assessing damages in the amount of the cost of the biologist daily rate at the Contractor's expense. If special status plant species are found during construction, they will be flagged and avoided during construction. If damage cannot be avoided, mitigation shall be determined by CDFW.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00
SUPPLEMENTAL PROJECT CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for supplemental project controls.

1.2 DESCRIPTION

- A. In accordance with the terms of the General Conditions and all other Contract Documents, the Contractor shall perform the items of work as described herein and shown on the Drawings to improve wetland habitat conditions. Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements shown on the Drawings or indicated in the Specifications. The Resident Project Representative shall be the sole judge as to whether the work and materials deviate from the Contract Documents, in accordance with General Conditions.

1.3 CONTRACTOR'S QUALITY CONTROL

- A. It is the intent of the Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purpose of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for various items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work necessary to complete the finished product as provided in the Contract Documents.
- B. The statement "or equal" in the Contract Documents shall mean that the Contractor may substitute another manufacturer's product as a substitute for that specified. The Contractor will thereby warrant that the product will perform as good as or better than that replaced. The statement "or approved equal" in these specifications shall mean that the Contractor must submit information and obtain prior approval from the Engineer before making a substitution. Acceptance as equal by the Engineer does not relieve the Contractor of responsibility for the performance of the substitute product.
- C. Where the Contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment, or construction are not set forth, the Contractor shall perform the work using materials and equipment of a quality comparable to the materials and workmanship specified for other parts of the work and at least equal to the general standard of quality found within existing work, from firms of established good reputations, and shall follow best practices in the performance of construction work. The work performed shall be in conformity and harmony with the intent to secure the best standard of construction and equipment of work as a whole or in part.

1.4 PROJECT SURVEYS

- A. The Contractor is responsible for and shall perform all surveys and measurements required to accurately layout and control work as shown on the plans. These surveys shall consist of construction staking to layout all berms, swales, potholes, waterlines, water control structures and all required features to accurately construct the project.

1.5 QUANTITY SURVEYS

- A. Quantity surveys shall be provided by the Contractor and stamped by a land surveyor or professional engineer licensed in the State of California unless waived by the Resident Project Representative. The data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

- B. All surveys shall be conducted in coordination with the Resident Project Representative, unless the Resident Project Representative waives this requirement in a specific instance. The District shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.
- C. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Resident Project Representative, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Resident Project Representative.

1.6 STORM WATER POLLUTION PREVENTION PLAN

- A. The Contractor's consultant shall provide a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) in accordance with requirements set forth by the Construction General Permit (CGP) for Storm Water Discharges Associated with Construction Activity. The Contractor shall act as the Water Pollution Control (WPC) Manager and perform duties outlined in the SWPPP under the direction of the Qualified SWPPP Practitioner (QSP) within SECTION 500 PROJECT SITE IMPLEMENTATION PROGRAM. These minimum responsibilities are as follows:
- B. The WPC Manager shall have primary responsibility and authority to implement the SWPPP and confirm the project is in compliance with the CGP. The WPC Manager is responsible for SWPPP implementation under the direction of the QSP. The Contractor will obtain the services of a QSP. The WPC Manager has authority to mobilize crews and subcontractors as necessary for SWPPP and CGP compliance. The WPC Manager will be available at all times throughout duration of the project. Duties of the WPC Manager include, but are not limited to, the following items:
 - 1. Maintaining full compliance with the SWPPP and the CGP.
 - 2. Implementing all elements of the SWPPP, including but not limited to:
 - a. Implementing prompt and effective erosion and sediment control measures; and
 - b. Implementing all non-stormwater management, and materials and waste management activities such as: general site clean-up, vehicle and equipment cleaning, fueling and maintenance, spill control, verifying that no materials other than stormwater are discharged in quantities, which will have an adverse effect on receiving waters or storm drain systems, etc.
 - 3. Conducting routine daily stormwater site BMP inspections.
 - 4. Conducting quarterly non-stormwater site inspections.
 - 5. Conducting pre-storm inspections with QSP for likely precipitation events.
 - 6. Conducting post-storm inspections with QSP for qualifying rain events.
 - 7. Mobilizing crews to repair, replace, and/or implement additional BMPs due to deficiencies, failures or other shortcomings identified during inspections, to be completed within 72 hours of identification (the Contractor's WPC Manager shall be assigned authority by the Contractor to mobilize crews).
 - 8. Coordinating with the Qualified SWPPP Developer (QSD) and Legally Responsible Person (LRP) to confirm that if design changes to BMPs are required due to deficiencies, failures or other shortcomings identified during inspections, the changes are completed as soon as possible and the SWPPP is revised accordingly.
 - 9. Monitoring National Weather Service Forecast Office forecasts for both likely precipitation events and qualifying rain events.

- a. A likely precipitation event is defined as a 50% or greater likelihood that 0.10 inches or more of precipitation will fall within a 24-hour period.
- b. A qualifying rain event is defined as a rain event that has produced precipitation resulting in ½ inch or more of discharge, but since it is sometimes difficult to quantify discharge amounts, a qualifying rain event shall be defined as a rain event that has produced ½ inch or more of precipitation at the time of discharge.

- 10. Monitoring weather at the Project Site.
- 11. Implementing amendments to the SWPPP when required.
- 12. Verifying elimination of all unauthorized discharges.

1.7 SURVEY CONTROL

- A. The Resident Project Representative shall provide the locations of established survey benchmarks for the project. In coordination with the Resident Project Representative, the Contractor shall provide horizontal and vertical control for the project site. The Contractor shall be responsible for the preservation of temporary benchmarks, stakes, and identified survey pins, and the cost of replacement if disturbed.

1.8 LOW GROUND PRESSURE EQUIPMENT

- A. Low ground pressure equipment shall be used for earthmoving and embankment construction activities suitable for working in moist soil conditions. Earthmoving equipment shall be limited to tractor carry-all scraper type units. Tractors shall be outfitted with a minimum of dual rubber tires and used only to the extent that soil excavation is in the dry and "pumping" of water table moisture does not occur. Earthmoving activities in moist soil conditions shall be accomplished with tractors outfitted with low ground pressure tracks. Carry-all scrapers shall be outfitted with low ground pressure tire systems. The Contractor may elect to utilize other types of equipment provided the equipment is capable of working in moist soil conditions. A list of all equipment to be utilized on the job site shall be submitted by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 70 00
MOBILIZATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for mobilization.

1.2 RELATED REQUIREMENTS

- A. Section 01 22 00 – Measurement and Payment

1.3 PRICE AND PAYMENT PROCEDURES

- A. The basis of measurement and payment are listed in Section 01 22 00 – Measurement and Payment.

1.4 DESCRIPTION

- A. The work shall include the supply of all labor, material and equipment to transport all needed labor, material and equipment to and from the project site to successfully complete the Work as shown on the Contract Documents or described by the Engineer. When work consists of construction in a number of different locations at a given project site, mobilization shall include the transportation of the required labor, material and equipment between the various locations at the Site.
- B. Mobilization shall include securing all permits for moving equipment on public roadways, construction permits, and other applicable permits.
- C. Mobilization shall also include, but not limited to, removal of personnel, equipment, supplies and incidentals from the project site and clean-up of the project site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 MOBILIZATION

- A. The Contractor shall conduct all mobilization operations in a timely and orderly manner. Unless otherwise approved by the Resident Project Representative, mobilization operations shall commence no later than one week after the Notice to Proceed. De-mobilization shall be finished within two weeks after Substantial Completion.
- B. During all operations, the Contractor is responsible for maintaining public and private property in original condition. Damage to existing roadways and roadway shoulders shall be repaired to the satisfaction of the Resident Project Representative at the Contractor's expense.

3.2 ENCROACHMENT AND ACCESS PERMITS

- A. The Contractor shall obtain all access permits and notifications required to traverse through or work within the Sacramento County right-of-way on and adjacent to Twitchell Island Road.

END OF SECTION

SECTION 31 11 00
SITE PREPARATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The supply of all labor, materials, and equipment required for clearing, grubbing, stripping, demolition, removal, salvage, and preparing staging areas, material storage areas and the Site for construction

1.2 RELATED REQUIREMENTS

- A. Section 01 22 00 – Measurement and Payment
- B. Section 31 20 00 – Excavation and Backfill

1.3 PRICE AND PAYMENT PROCEDURES

- A. The basis of measurement and payment are listed in Section 01 22 00 – Measurement and Payment.

1.4 STAGING AND MATERIAL STORAGE AREAS

- A. The Contractor shall obtain prior approval from the Engineer for any area of space required for the Contractor's storage of equipment or supplies during construction other than those shown on the plans. Materials or equipment shall not be placed where it may interfere with normal operations of the facility, nor shall it constitute a hazard to persons or property.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLEARING

- A. Clearing shall consist of the cutting, removing, and disposal of all brush, trees, logs, stumps, roots, heavy sod, vegetation, rocks, stones larger than 6-inch in any dimension, broken concrete or other pavement, fencing material and farming equipment, and rubbish within designated work areas. Unless directed by the Resident Project Representative, clearing of trees shall occur only within the footprints of swales, potholes, berms, islands, perimeter ditches and other borrow or grading areas. Clearing of brush shall occur within the footprint of the entire wetland. Clearing of blackberry bushes shall occur throughout the entire project parcels owned by the California Department of Water Resources. Placement of cleared material not mentioned above shall be as directed by the Resident Project Representative.
- B. Cleared material consisting of brush, trees, logs, stumps, roots, heavy sod, vegetation, rocks, and stones shall be spread in nearby locations as directed by the Resident Project Representative. Cleared material consisting of broken concrete, pavement, fencing material and farming equipment, and rubbish shall become the property of the Contractor and shall be hauled off to an approved waste disposal facility.
- C. Clearing shall not be performed in any unapproved locations, and the Contractor will be responsible for restoring such areas to original condition at his/her own expense.

3.2 GRUBBING

- A. Grubbing shall consist of the complete removal of stumps including all roots 1.5 inches or greater in diameter and brush. Stumps shall be grubbed to a depth of 3 feet below natural ground, or until roots are less than 1.5 inches in diameter, whichever is greater. Brush and similar materials shall be grubbed to a minimum depth of 12 inches below natural ground.

Grubbed material shall be disposed adjacent to the excavation as directed by the Resident Project Representative. Berry bushes shall be removed off-site. The Resident Project Representative may allow blackberry bushes to be sprayed, grubbed, and placed on-site.

- B. Grubbing shall not be performed in any unapproved locations, and the Contractor will be responsible for restoring such areas to original condition at his/her own expense.

3.3 STRIPPING

- A. Stripping shall consist of the complete removal of grass, weeds and vegetation. The Contractor shall strip all such materials regardless of the depth of material encountered to the satisfaction of the Resident Project Representative.
- B. Stripping shall be done below each berm footprint, and in all potholes, swales, perimeter ditches, and grading and borrow areas. Stripping is not required within island footprints.
- C. All stripped materials shall be spread to a depth no greater than 6 inches into unimproved areas within the project site and as directed by the Resident Project Representative. Re-spread stripped material shall be left in a neatly graded condition within the project area.
- D. Stripping or disking shall not be performed in any unapproved locations, and the Contractor will be responsible for restoring such areas to original condition at his/her own expense.

3.4 V-DITCH EXCAVATION

- A. Excavation of new interior wetland V-ditches for site dewatering and drainage shall be performed as deemed necessary by the Contractor. V-ditches shall daylight into the existing main drainage ditch. All V-ditches, intersections and tie-in to existing ditches shall be constructed and maintained throughout the dewatering period to allow for continuous and unimpeded drainage to the discharge locations. V-ditches shall be filled in and restored to pre-project conditions prior to completion of the project.

3.5 AGRICULTURAL DITCH GRADING

- A. Any existing agricultural ditches within the proposed wetland boundary shall be graded to produce a more natural topography. The intent of the agricultural ditch grading is to remove the sharp transition from existing ditch top toward the ditch flowline as well as to minimize any high points within the wetland units. Agricultural ditch grading shall be performed and paid as part of the Site Preparation section of this Project.

3.6 DEMOLITION AND REMOVAL

- A. Demolition and removal consist of removal of existing concrete structures, asphalt, culverts, risers, bulkheads, platforms, piles, pipes, fencing, gates, miscellaneous refuse and any other structures found on the jobsite. This includes removal of fences and gates. All materials to be removed shall become the property of the Contractor and shall be hauled off to an approved waste disposal facility. All materials designated on the Drawings or by the Resident Project Representative to be removed and salvaged shall be handled with care to preserve the integrity of the materials and shall be hauled to the staging area. Excavations caused by removal of existing material shall be backfilled with compacted fill in accordance with Section 31 23 00 – Excavation and Backfill.

3.7 TEMPORARY ROADS AND HAUL ROUTES

- A. Temporary roads shall be removed and left in a condition satisfactory to the Resident Project Representative upon completion of the project. Any material deposited in or on swales, ditches, and roads for the purpose of temporary access shall be removed and the area returned to its original state. Material on gravel roads shall be cleared down to clean gravel and new gravel added to match surrounding gravel depth. Damage to any existing roadways shall be repaired to the satisfaction of the Resident Project Representative at the Contractor's expense.

3.8 TEMPORARY BYPASS FACILITIES

- A. The Contractor shall construct temporary drainage and/or water delivery bypass facilities as necessary to construct the project. All temporary fills, crossings, or culverts necessary to promote water delivery and drainage will be installed and removed at the Contractor's expense prior to acceptance of the work. Any claims arising from upstream or downstream damages as a result of the construction or failure of these temporary works will be the Contractor's responsibility.

END OF SECTION

SECTION 31 20 00

EARTHWORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The supply of all labor, material and equipment required to complete the excavation and borrow of material from swales, potholes, ditches, grading areas, borrow areas, hauling and placement of earth materials for the construction of berms and islands as shown on the plans.
 - 1. Excavation of suitable material from swales, potholes, ditches, and borrow areas.
 - 2. Moisture conditioning of embankment material.
 - 3. Placement of compacted fill into berms and islands.
 - 4. Placement of uncompacted fill as part of field recontouring.
 - 5. Finish work, trimming and grading of fills, borrow areas and field recontouring.

1.2 RELATED REQUIREMENTS

- A. Section 01 22 00 – Measurement and Payment
- B. Section 31 11 00 – Site Preparation

1.3 PRICE AND PAYMENT PROCEDURES

- A. The basis of measurement and payment are listed in Section 01 22 00 – Measurement and Payment.

1.4 INSPECTION

- A. The Contractor shall stop work and call for inspection at the following points of construction:
 - 1. Upon discovery of major changes in soil composition during excavation and borrow operations.
 - 2. After clear, grub, and stripping of all compacted fill embankment footprints.
 - 3. After finish grading and trimming of compacted fill, and prior to placement of strippings.

PART 2 - PRODUCTS

2.1 NATIVE MATERIALS

- A. Native materials free of vegetation shall be used for all compacted fill embankment. If granular materials are exposed during construction, the Contractor shall immediately notify the Resident Project Representative. Granular materials shall not be used for embankment fill, unless otherwise specified.

2.2 WATER

- A. Water used for moisture conditioning of embankment material, for dust control, and other construction activities shall be reasonably clean and shall not affect normal soil characteristics. Water shall come from sources and locations only as approved by the Resident Project Representative. Any temporary facilities that the Contractor wishes to install or construct for the benefit of obtaining water, including but not limited to graded ramps, rocked or graveled pads, well or pipeline hookups, and overhead filling structures, must be approved by the Resident Project Representative.

2.3 UNSUITABLE MATERIALS

- A. Sand lenses may occur on the Site. The Contractor shall stop work and call for inspection if sand is encountered. The Contractor shall stop work and call for inspection on any major change in soil composition during excavation operations. Where sand lenses are discovered either before or after the start of work, the Resident Project Representative may adjust the lines and grades as required to reduce the quantity of unsuitable materials and the need for placement of impermeable caps. Permeable materials and any other materials that are determined by the Resident Project Representative to be unsuitable shall not be used for compacted fill embankment.
- B. When an impermeable cap is required by the Resident Project Representative to seal the sand lens, the Contractor shall be paid the unit rate for compacted fill for placement of the impermeable cap materials. When unsuitable material is required by the Resident Project Representative to be removed and spread at nearby areas to the project site, the Contractor shall be paid the unit rate for stripping. All adjustments shall be surveyed by the Contractor to verify quantities for payment purposes.

PART 3 - EXECUTION

3.1 BORROW MATERIAL AND CREATED TOPOGRAPHY EXCAVATION

- A. Borrow material for compacted fill embankments shall be taken from created topography including swales, potholes, ditches, and grading and borrow areas as shown on the plans and as directed by the Resident Project Representative. Material shall not be borrowed from any unapproved locations, and the Contractor will be responsible for replacing such material at his own expense. All borrow areas shall be cleared, grubbed, and stripped in accordance with Section 31 11 00 – Site Preparation prior to excavation of fill material for compacted fill. Borrow areas shall be maintained during construction in a graded condition such that positive drainage occurs and that operations can resume quickly after precipitation periods. Borrow areas shall be left in a graded, uneven condition that allows complete drainage toward a new or existing water control structure, swale or channel.
- B. The Contractor shall not over-excavate below specified bottom elevations as shown on the Drawings. If the Contractor over-excavates material in an area, the Contractor shall replace at his expense the over-excavated material with suitable site material and compact backfill to a density equal to the surrounding in-situ material. Edges of borrow areas shall have neat, smooth transitions to undisturbed ground and any berms, ridges or piles of loose material graded to an even condition.
- C. While construction of swales, potholes, grading and borrow areas are incidental to compacted fill operations, they are an integral part of the design for habitat restoration and enhancement. Swales and potholes shall be constructed as shown on the Drawings in order to provide proper water delivery and/or drainage. Borrow material shall be taken from potholes as shown on the plans as required for embankment fill operations after material from swales and perimeter ditches have been depleted. The extents of pothole and swale excavation shall be as shown on the Drawings and may be adjusted to fit embankment material requirements with the approval of the Resident Project Representative. Cut areas are shown on the plans within select restoration area units to maintain a finished grade elevation of at least 6-inches below the design water surface elevation of each respective unit. The finished grade elevation within each restoration unit shall be at least 6-inches below the design water surface elevation for the respective units.
- D. Following completion of the Work, borrow areas are to be left in a graded condition acceptable to the Resident Project Representative and all temporary haul roads, access roads and temporary crossings are to be removed.

3.2 BORROW MATERIAL CONSISTING OF PEAT

- A. A site-specific geotechnical investigation has not been completed for this project. Similar projects completed on Twitchell Island have shown that borrow material consists predominantly of peat. Peat is a type of soil containing decayed vegetation or organic matter which exhibits poor consolidation properties and often cannot be easily compacted. The Contractor may perform his own site-specific geotechnical investigation to confirm soil types and properties for the Project at his own cost. A shrinkage, settlement, and compaction factor of approximately 45 percent was used to estimate the ratio of borrow versus fill material for this Project. Shrinkage, settlement, and compaction above 45 percent will result in the Contractor being required, at his own cost, to excavate additional borrow material from swales, potholes, perimeter ditches, and grading and borrow areas to meet the compacted fill quantities. As stated in these Contract Documents, excavation of borrow material for compacted fill operations shall be incidental to compacted fill operations and no separate measurement or payment will be made should additional borrow material be required to meet design compacted fill elevations and grades.

3.3 COMPACTED FILL

- A. The footprint for all compacted embankment fill shall be stripped, cleared and grubbed as described in Section 31 11 00 – Site Preparation. The footprint for habitat islands must be grubbed but does not require stripping. All fills, shall be scarified, wetted, and compacted in preparation for the first lift.
- B. Unless otherwise specified, all material shall be compacted as follows:
1. Pneumatic tired equipment - The maximum layer thickness before compaction shall be 6 inches. A loaded carryall may be considered a pneumatic roller. The wheels of this equipment must pass over 95 percent of the surface of each lift before a new lift is placed.
 2. Track laying equipment (Bulldozer) - The maximum layer thickness before compaction shall be 4 inches. The tracks of the equipment must pass over 95 percent of the surface of each lift before a new lift is placed.
 3. Sheepsfoot Roller - The maximum layer thickness shall be 6 inches before compaction. The roller shall have staggered, uniformly spaced tamper feet and be equipped with suitable cleaners. The weight of the roller shall not be less than 2,500 pounds per foot of width. The maximum speed of the compaction equipment shall be 3 miles per hour. The entire surface of each layer placed should receive a minimum of 6 passes of this equipment to obtain the necessary compaction. Adjustment in the number of passes may be necessary during construction.
- C. The Contractor shall verify that all compacted material is in the range of -1 percent to +3 percent of optimum moisture content during compaction operations. The moisture content of the fill material shall be adequate to obtain the required degree of compaction with the equipment used. The proper moisture content will be determined by inspection during the placement operation. The soil should contain sufficient moisture so that the soil will maintain a ball shape when squeezed in the hand. Material that is too wet for proper compaction shall either be removed or allowed to dry prior to compaction.
- D. All fill material shall be placed in successive layers across the entire width of the embankment area and compacted in a manner that provides uniform compaction throughout the entire cross section. Each layer of embankment must be spread and deposited longitudinally with each layer not exceeding the specified thickness. If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed. The berms must be maintained in a reasonably level condition and such that drainage is provided at all times.
- E. All berm improvements shall be constructed and trimmed to conform to the lines, grades and cross-sections shown on the plans. All island improvements shall be constructed and trimmed to conform to the lines, grades, and details shown on the plans. Embankments shall be brought to these elevations using embankment material to a finish graded tolerance of not less than -0.1

foot. Whether shown on the plans or not, all berms and roadways shall be constructed with a 2 percent crown to facilitate drainage with design grade measured at the berm or roadway shoulder. Berms and roadways shall be transitioned to surrounding existing berms, levees and roadways at intersection points with 10:1 sloped ramps.

- F. Should fill settlement occur during the construction of the embankment area, or within seven days of substantial completion, or prior to acceptance of the work, additional material shall be placed and trimmed to achieve final grade by the Contractor at his own expense. To prevent failure, stock piling on berms will not be permitted.

3.4 CREATED TOPOGRAPHY UNCOMPACTED FILL

- A. Uncompacted fill placement into loafing bars, levee side slope enhancement, created topography and field recontouring shall be placed in areas and according to the lines, grades and cross sections as shown on the Drawings and/or staked in the field. The footprint of all uncompacted fills shall be cleared and grubbed, but need not be stripped, as described in Section 31 11 00 – Site Preparation. Unless otherwise specified, all material shall be placed in loose lifts of not more than 8-inch thickness and shall be left graded or disced to an even condition with neat, smooth transitions to undisturbed ground. Any berms, ridges, sharp transitions, soil and vegetation clods larger than 10 inches, and piles of loose material shall be disced and/or graded to an even condition.

3.5 PERIMETER DITCH EXCAVATION

- A. Excavation of new perimeter drainage ditches shall be performed to the lines, grades and cross sections as shown on the plans. Excavated material shall be used for compacted fill to construct berms and islands within the Site.

END OF SECTION



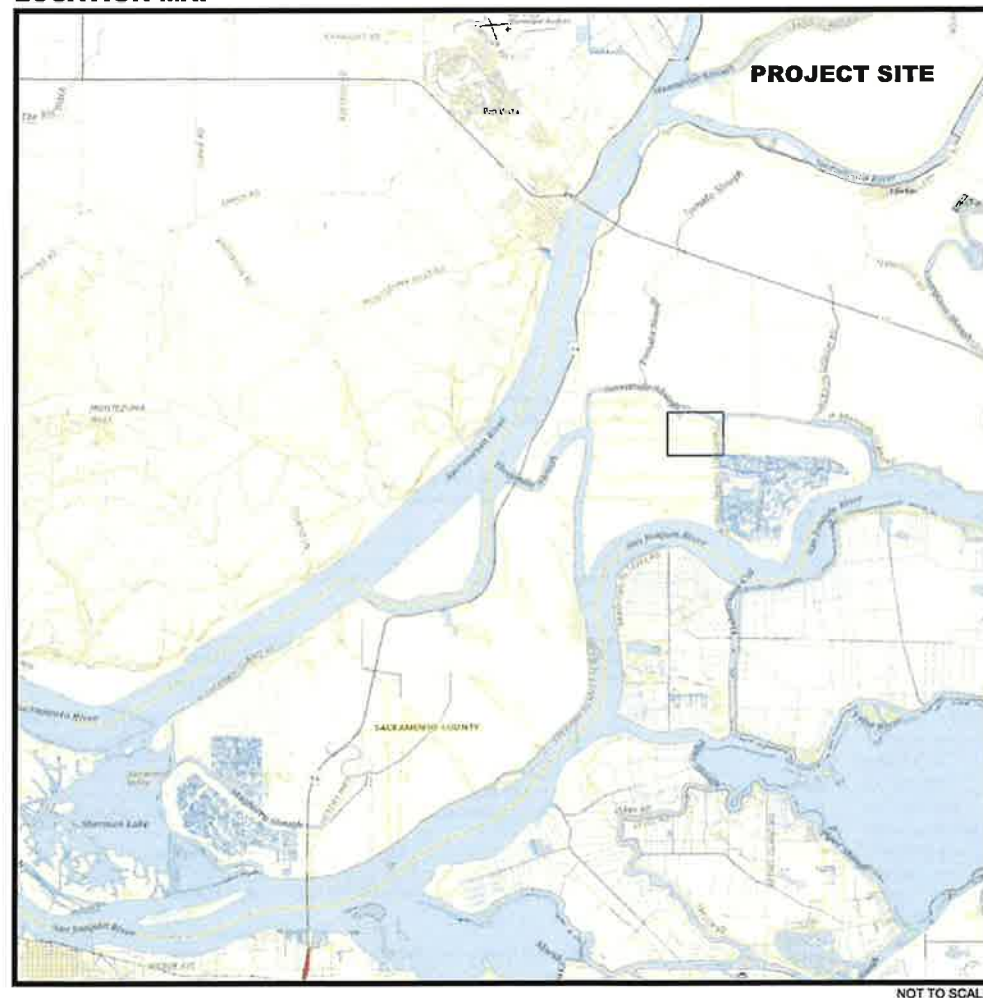
US-CA-437-6

TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT



RECLAMATION DISTRICT **1601**

LOCATION MAP



NOT TO SCALE

VICINITY MAP



SURVEY DATUM

Horizontal and Vertical Control:
The horizontal datum for this survey is the California Coordinate System of 1983, Zone 2 (0402), NAD 83, Epoch Date 2010.00 in U.S. Survey Feet. The vertical datum for this survey is the North American Vertical Datum of 1988 (NAVD88) computed using GEOID18. Both datums were derived from GPS observations collected on April 5, 2022. Said observations were fixed to local area National Geodetic Survey (NGS) Control Point "A 969", respectively.

MAP DATA

Contour Interval: 1 Foot

Aerial Photo: 2020 NAIP, Autodesk / Bing

SHEET INDEX

1	Cover Sheet
2	Definitions & Legend
3	Sheet Index
4-5	Site Plan
6-8	Details

EMERGENCY CONTACT INFORMATION

In case of fire: CALL 911
Then contact:
Otome Lindsey
California Department of Water Resources
(916) 599-5717

PROJECT DIRECTORY

Ducks Unlimited, Inc.
Western Regional Office
3074 Gold Canal Drive
Rancho Cordova, Ca. 95670-6116
Ph. (916) 852-2000

Unauthorized Changes & Uses
The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes must be in writing and must be approved by the preparer of these plans.



PRELIMINARY
NOT FOR CONSTRUCTION



REVISIONS			
REV. NO.	DESCRIPTION	DATE	APPROVED
1			
2			
3			
4			
5			



PROJECT NO. US-CA-437-6	DATE: 11/14/2023	DESIGNED BY: AT
TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT		DRAWN BY: JS
APPROVED BY:		SURVEYED BY: JM
		CHECKED BY: BW
		SHEET NO. 1 of 8

100% DESIGN

SURVEY POINT DESCRIPTORS

CTBM	Bench Mark (permanent)	RDSH	Road Shoulder
CTBT	Bench Mark (temporary)	RDSN	Road Sign
CTCP	Survey Control Point (permanent)	RDT0	Road, Toe of Slope

- | | | | |
|------|--------------------------|------|--------------------------|
| ELBX | Electric, Box or Pullbox | SWFL | Swale Flowline |
| DITP | Ditch Top | SSMH | Sanitary Sewer, Manhole |
| DITD | Ditch Toe | SDPT | Storm Drain, Pipe Top |
| DIGB | Ditch Grade Break | SDPI | Storm Drain, Pipe Invert |
| DIFL | Ditch Flowline | SDMH | Storm Drain, Manhole |

- | | | | |
|------|------------------------|------|--|
| ELTP | Electric, Power Pole | SWMT | Swale Top |
| ELSN | Electric, Warning Sign | SWTP | Swale Top |
| ELTR | Electric, Transformer | TFBL | Topo Feature, Building |
| ELTW | Electric, Tower | TFBR | Topo Feature, Brush |
| ELVT | Electric, Vault | TFCO | Topo Feature, Concrete (pad, slab, etc.) |

- | | | | |
|------|--------------------------|------|---|
| IRCP | Irrigation Control Panel | TFIO | Topo Feature, Grade Break at Toe |
| IRCO | Irrigation Concrete Pad | TFIL | Topo Feature, Tree line |
| IRLN | Fence Line | TFRK | Topo Feature, Rock Or Rocky Area Boundary |
| FNGT | Fence Gate | TFGS | Topo Feature, Ground Shot |
| FNCR | Fence Corner | TFGB | Topo Feature, Grade Break |

- | | | | |
|------|---------------------|------|-----------------------------|
| IRPM | Irrigation Pump | TFR | Topo Feature, Tree |
| IRPT | Irrigation Pipe Top | WAEW | Edge of Water |
| IRVL | Irrigation Valve | WAWW | High Water Mark |
| IRWM | Irrigation Well | WAWM | High Water Mark, Wind Shear |

- | | | | |
|------|---------------------------|------|------------------------------------|
| LVT0 | Levee / Berm Toe of Slope | WCFR | Water Control Structure, Frame Top |
|------|---------------------------|------|------------------------------------|

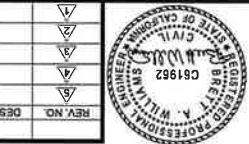
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|-------|---------------------------|--|
| RDCL | Road, Centerline | Water Control Structure, Pipe Invert at Outlet |
| RRDED | Road, Edge of Dirt Road | Water Control Structure, Pipe Top at Outlet |
| RRPDC | Road, Edge of Gravel Road | Water Control Structure, Top of Structure |
| WCP | Water Control Structure | |

- | | |
|------|------------------------------------|
| RDEP | Road, Edge of Paved Road |
| RDCB | Road Grade Break |
| WCWW | Water Control Structure, Wing Wall |

ABBREVIATIONS

AB	Aggregate Base	L	Length, Left	TBM	Temporary Benchmark
AC	Acre	LBF	Pounds-Force	TE	Top Elevation
ADA	Americans with Disabilities Act	LF	Linear Feet	TEMP	Temporary
APPROX	Approximate	MAINT	Maintenance	TOI	Top of Island
AR	Air Relief (Valve)	MAX	Maximum	TOL	Top of Levee
BM	Benchmark	MIN	Minimum	TOB	Top of Berm
CAP	Corrugated Aluminum Pipe	MISC	Miscellaneous	TOMP	Top of Maintenance
CC	Center to Center	(N)	New	TP	Top of Pipe
CCF	Coast Casey Forebay	N	North	TYP	Typical
CF	Cubic Foot	NE	Northeast	USA	Underground Servis
CFS	Cubic Foot Per Second	NIC	Not in Contact	U.S.A.	United States of Am
CL, c	Centerline	NTS	Not To Scale	U/S	Upstream
CMP	Corrugated Metal Pipe	NW	Northwest	VALV	Valve
CMPA	Corrugated Metal Arch Pipe	OC	On Center	W	Width, (where)
CONC	Concrete	OD	Outside Diameter	W /	With
CP	Control Point	P&GE	Pacific Gas and Electric	WCS	Water Control Stru
CY	Cubic Yard	PIP	Pressure Irrigation Pipe	WS	Water Surface
DEMO	Demoish	PL	Property Line	WSEL	Water Surface Elev
DIA, Ø	Diameter	PP	Power Pole	WWF	Welded Wire Fabric
DP	Pipe Diameter	PSI	Pounds per Square Inch	X:1	Slope, Horizontal

DU	Ducks Unlimited, Inc.	PVC	Polyvinyl Chloride
D/S	Downstream	QTY	Quantity
E	East	R	Right
EG	Existing Ground	RC	Relative Compaction
EL	Elevation	RCB	Reinforced Concrete Box
EX, EXIST	Existing	RD	Road
FG	Finished Grade	REF	Reference Dimension
FL	Flowline	REQD	Required
FRG	Final Rough Grade	ROW	Right Of Way
FT	Foot, Feet	S	South
FTG	Fitting, Footing	SCH	Schedule
GA	Gauge	SE	Southeast
GB	Grade Break	SS	Stainless Steel
H	Height	SDR	Standard Dimension Ratio
HDPE	High-Density Polyethylene	SF	Square Feet
HR	Half Round	SHT	Sheet
HTZ	Habitat Transition Zone	SP	Special
ID	Inside Diameter	SPECS	Specifications
IE	Invert Elevation	STA	Station
IG	Initial Grade	STD	Standard
IN	Inch, Inches	SW	Southwest
INV	Invert	SY	Square Yard
IPS	Iron Pipe Size	TBD	To Be Determined by Engineer



LEGEND & STANDARD SYMBOLS (Symbols do not represent actual scale / size of object)

(Symbols do not represent actual scale / size of object)

EXISTING CONDITIONS	
Existing Fence Line - Barbed Wire	X
Existing Fence Line - Chain Link	○
Existing Fence Line - Stockade	□
Power / Telephone Overhead Lines	OH
Underground Gas Line	G
Electric Line	E
Force Main Line	FM
Sanitary Sewer Line	SS
Storm Drain Line	SD
Existing Ditch	TOP TOE FL CL SHOULDER
Existing Levee / Berm	TOP TOE FL CL SHOULDER
Existing Swale	TOP TOE FL CL SHOULDER
Existing Road - Dirt	EDGE TOE FL CL SHOULDER
Existing Road - Gravel	EDGE TOE FL CL SHOULDER
Existing Road - Paved	EDGE TOE FL CL SHOULDER
Existing Trees / Brushline	○
Existing Power / Telephone Pole	○
Existing Electric Guy Wire	—
Existing Electric Transformer	II
Existing Electric Tower	⊠
Existing Electric Vault	Ⓜ
Existing Blind	ⓑ
Existing Gate Valve	⋈
Existing Air Relief Valve	△
Existing Aftersh / Overflow Valve	⊗
Existing Irrigation Well	⊠
Existing Irrigation Pump	⊙
Existing Water Meter	Ⓜ
Existing Fire Hydrant	Ⓜ
Existing Manhole	⊙
Existing Natural Gas Meter / Valve	Ⓜ
Existing Sign	—
Existing Pipe / Culvert	—
Existing Water Control Structure (Precast Concrete)	—
Existing Water Control Structure (Full Round)	—
Existing Water Control Structure (Half Round)	—
Existing Trees / Brushline	—

EXISTING CONDITIONS	
	Electric Line
	Force Main Line
	Sanitary Sewer Line
	Storm Drain Line
	Existing Ditch
	Existing Levee / Berm
	Existing Swale
	Existing Road - Dirt
	Existing Water Control Structure (Full Round)
	Existing Water Control Structure (Precast Concrete)
	Existing Pipe / Culvert
	Existing Sign
	Existing Natural Gas Meter / Valve
	Existing Manhole
	Existing Fire Hydrant
	Existing Water Meter
	Existing Irrigation Pump
	Existing Irrigation Well
	Existing Aftershock / Overflow Valve
	Existing Air Relief Valve
	Existing Gate Valve
	Existing Blind
	Existing Electric Vault

Symbol	Description
	Existing Fence Line - Barbed Wire
	Existing Fence Line - Chain Link
	Existing Fence Line - Stockade
	Power / Telephone Overhead Lines
	Underground Gas Line
	Electric Line
	Force Main Line
	Sanitary Sewer Line
	Storm Drain Line
	Existing Ditch
	Existing Levee / Berm
	Existing Swale
	Existing Road - Dirt
	Existing Road - Gravel
	Existing Road - Paved
	Existing Trees / Brushline
	Existing Power / Telephone Pole
	Existing Electric Guy Wire
	Existing Electric Transformer
	Existing Electric Tower
	Existing Electric Vault
	Existing Blind
	Existing Gate Valve
	Existing Air Relief Valve
	Existing Aftershock / Overflow Valve
	Existing Irrigation Well
	Existing Irrigation Pump
	Existing Water Meter
	Existing Fire Hydrant
	Existing Manhole
	Existing Natural Gas Meter / Valve
	Existing Sign
	Existing Pipe / Culvert
	Existing Water Control Structure (Precast Concrete)
	Existing Water Control Structure (Full Round)
	Existing Water Control Structure (Half Round)

DESIGN SYMBOLS	
	Revision Number Marker
	Cut/Borrow Area / Pothole
	Fill Area
	Extent of Field Grading
	Ditch/Stream/Channel Flow Direction
	Ditch Cleaning
	New Ditch Centerline / Flowline
	New Swale Centerline / Flowline
	Regrade Existing Swale
	New Levee / Berm Centerline
	New Maintenance Path / Berm Centerline
	Regraded / Lowered Levee / Berm Centerline
	New Air Relief Valve
	New Airfaite / Overflow Valve
	New Irrigation Pump
	New Water Control Structure
	New Water Control Structure
	Water Control Structure w/ Flow
	Benchmark
	Temporary Benchmark
	Control Point
	Wood Debris Pile
	Grading Example

DESIGN SYMBOLS	
	Water Control Structure ID#
	Revision Number Identifier
	Cut/Borrow Area / Pothole
	Fill Area
	Extent of Field Grading
	Ditch/Stream/Channel Flow Direction
	Ditch Cleaning
	New Ditch Centerline / Flowline
	New Swale Centerline / Flowline
	Regrade Existing Swale
	New Low Level / Berm Centerline
	New Maintenance Path / Berm Centerline
	Regraded / Lowered Level / Berm Centerline
	Remove Existing Level / Berm
	Design Water Surface Elevation (With Field or Unit Number optional)
	XXX

DETAILING CONVENTIONS

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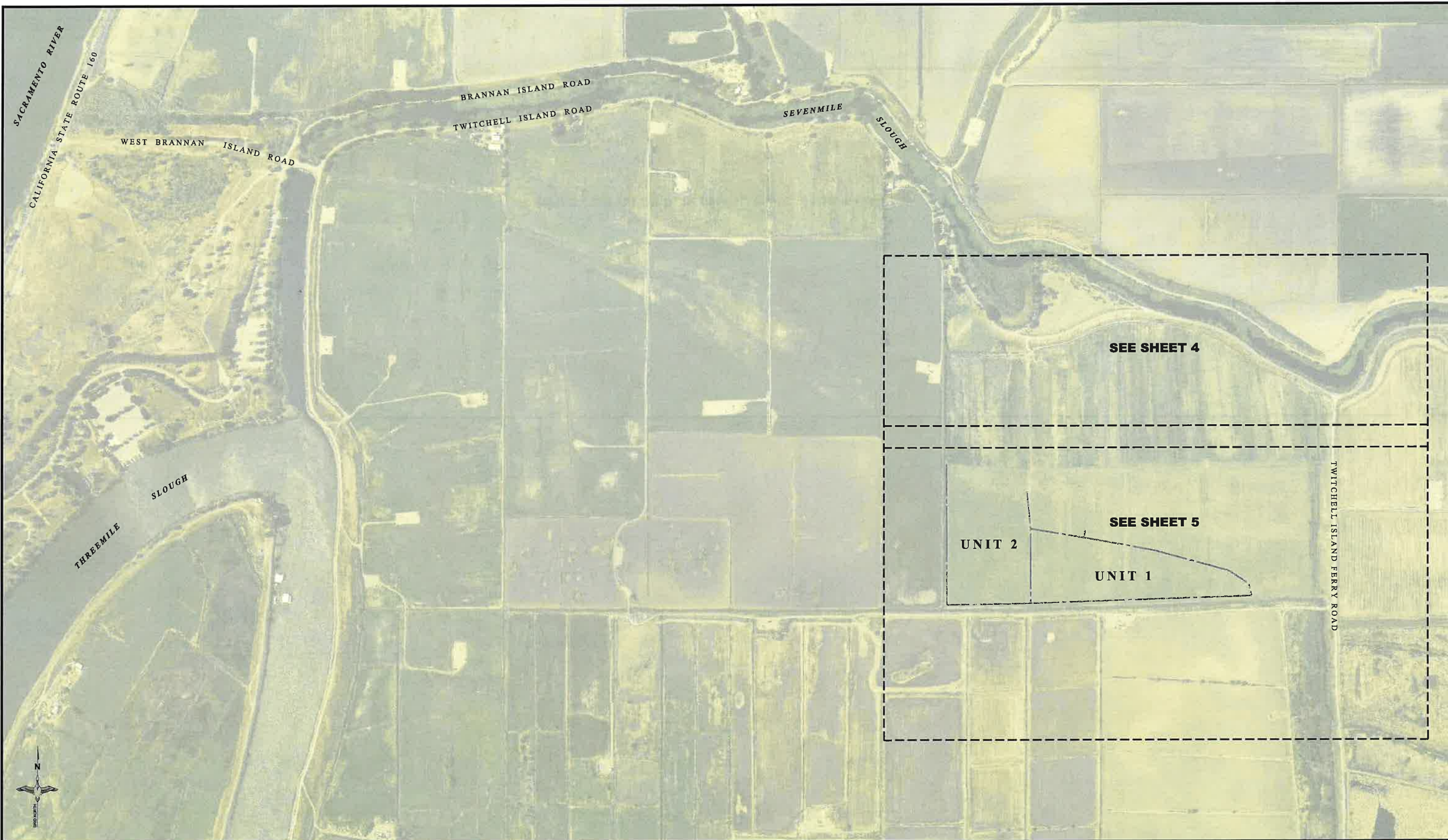
PROJECT NO. US-CA-437-6	DATE: 11/14/2023	TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT
DESIGNED BY: AT	DRAWN BY: JS	
	SURVEYED BY: JM	
CHECKED BY: BW		
SHEET NO.		

2 of 8

DEFINITIONS & LEGEND

2 of 8	DEFINITIONS & LEGEND
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<p>The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes must be in writing and must be approved by the preparer of these plans.</p>		IPS	Iron Pipe Size	TBD	To Be Determined by Engineer			<p>UNLIMITED DUCKS</p>	<p>Unauthorized Changes & Uses</p>	
		INV	Invert	SY	Square Yard					
		IPS	Iron Pipe Size	TBD	To Be Determined by Engineer					
<p>DEFINITIONS & LEGEND</p>		<p>SURVEYED BY: JM</p>		<p>CHECKED BY: BW</p>		<p>SHEET NO. 2 of 8</p>		<p>RESTORATION PROJECT ENHANCEMENT AND</p>		



Unauthorized Changes & Uses

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0 400 800 FEET

HORIZONTAL SCALE

REGISTERED PROFESSIONAL ENGINEER

BRETT A. WILLIAMS

C61962

CIVIL

STATE OF CALIFORNIA

REVISIONS				
REV. NO.	DESCRIPTION	DATE	APPROVED	
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2				
3				
4				
5				

PROJECT NO. **US-CA-437-6** DATE: **11/14/2023**

**TWITCHELL ISLAND WETLAND
ENHANCEMENT AND
RESTORATION PROJECT**

SHEET INDEX

DESIGNED BY:	AT
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SURVEYED BY:	JM
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SHEET NO.	3 of 8

100% DESIGN

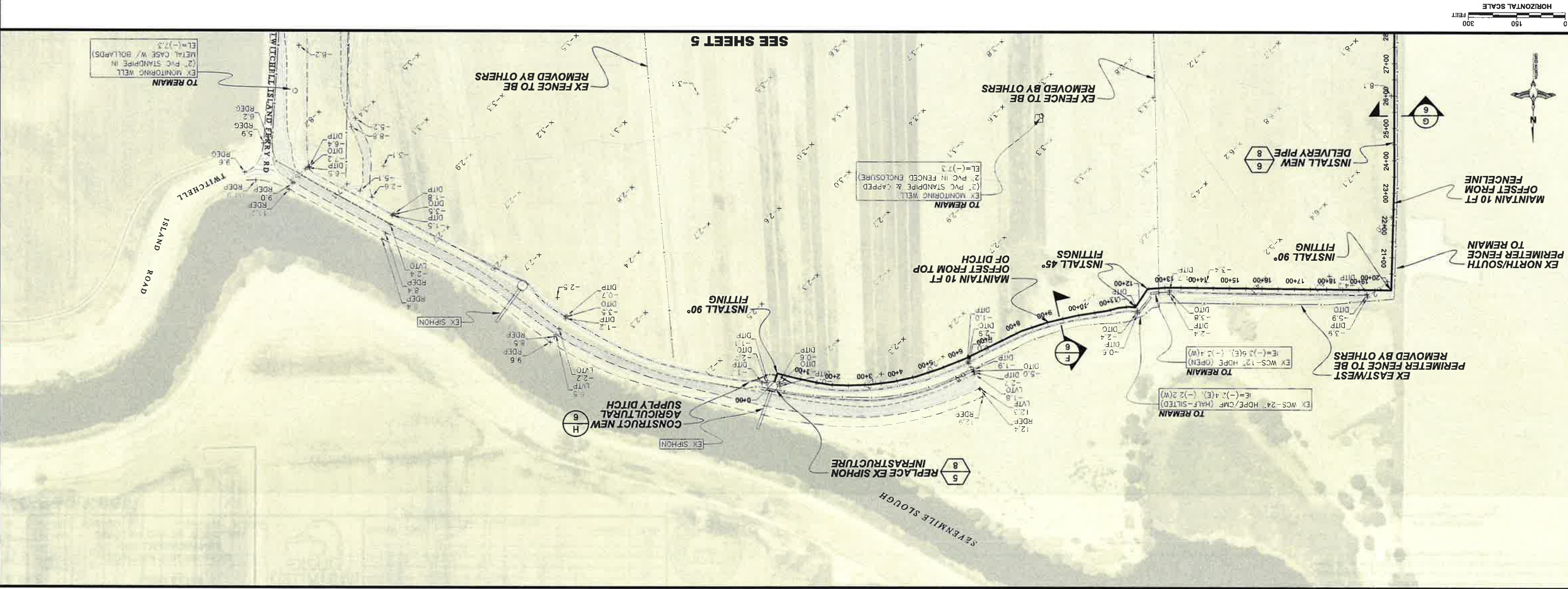
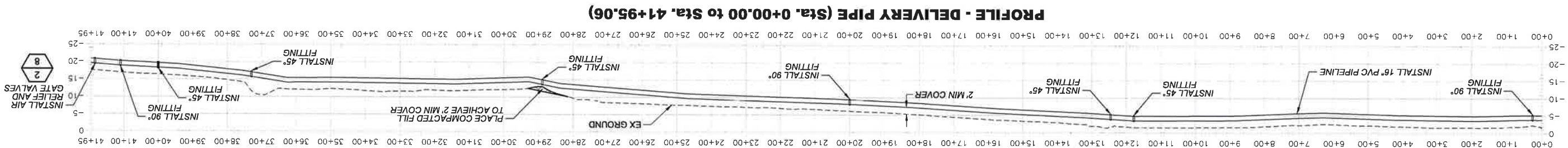
A circular professional seal for Brett A. Williams, a Registered Professional Engineer in the State of California. The seal features the text "REGISTERED PROFESSIONAL ENGINEER" around the top inner edge and "STATE OF CALIFORNIA" around the bottom inner edge. In the center, the name "BRETT A. WILLIAMS" is written in a stylized font, with the license number "C61962" printed below it.

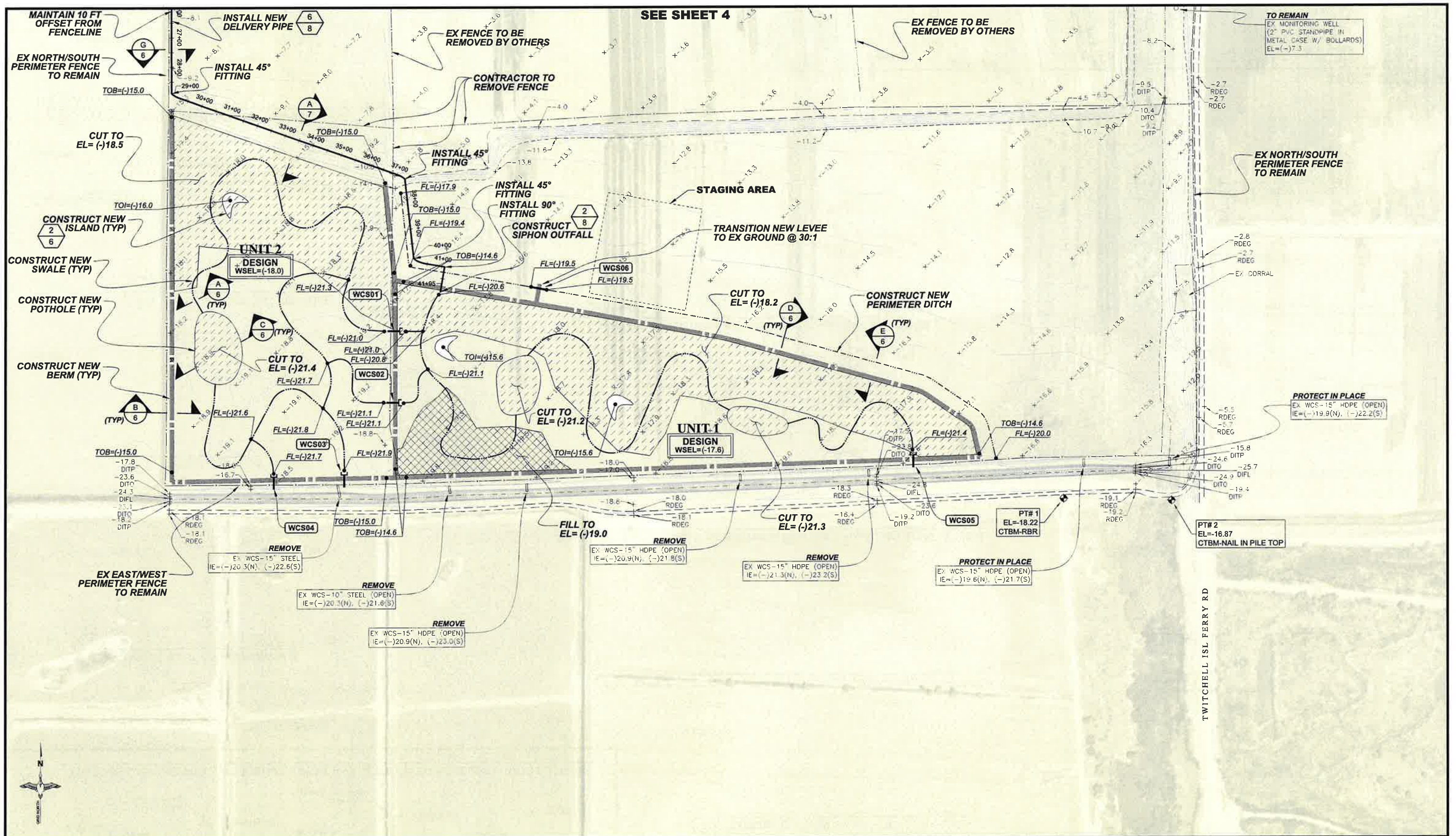
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PROJECT NO. US-CA-437-6	DATE: 1/12/2024	DESIGNED BY: AT	DRAWN BY: JS	SURVEYED BY: JM	CHECKED BY: BW	SHEET NO. 4 of 8
TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT						
SITE PLAN						

The figure shows two horizontal scales. The top scale is labeled 'HORIZONTAL SCALE' and has markings at 0, 150, and 300 FEET. The bottom scale is labeled 'VERTICAL SCALE' and has markings at 0, 15, and 30 FEET. Both scales are marked with alternating black and white segments.



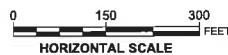


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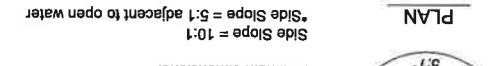
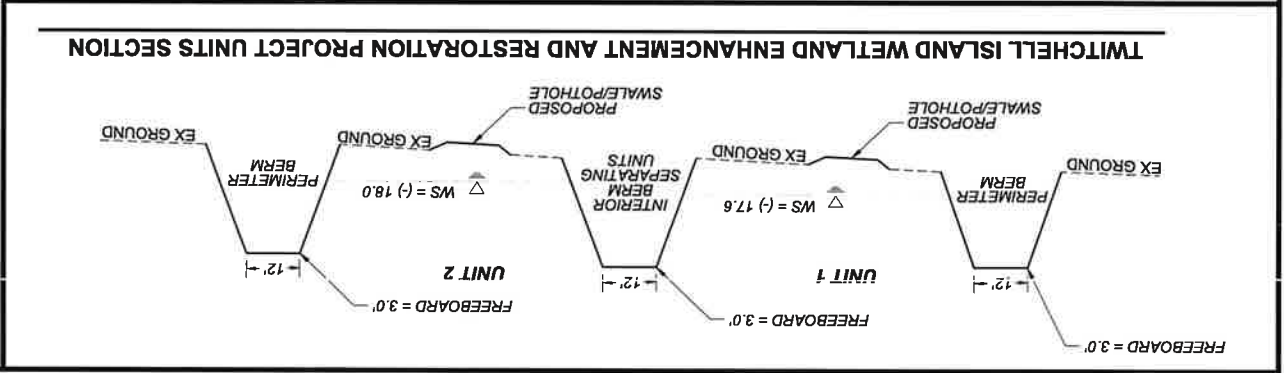
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TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT		DRAWN BY: JS
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		CHECKED BY: BW
		SHEET NO. 5 of 8



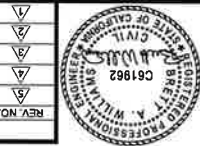
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REVISIONS



Unauthorized Changes & Uses

8 of 9

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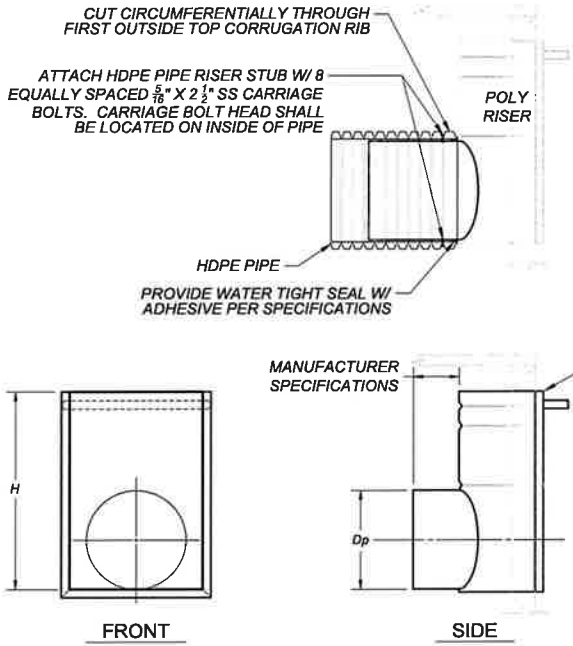
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ENHANCEMENT AND
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100% DESIGN

WATER CONTROL STRUCTURE TABLE

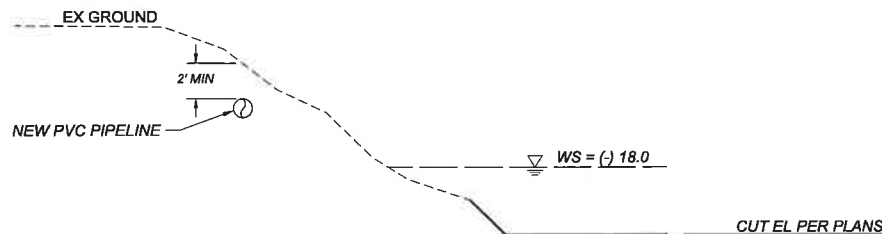
STRUCTURE NO.	Dr	H	Dp	L	LEEVE EL	RISER TOP EL	PIPE INLET	PIPE OUTLET	DESCRIPTION	NOTES
	(ft)	(ft)	(in)	(ft)			INV EL	INV EL		
WCS01	4.0	7.0	24	44	(-)14.6	(-)14.5	(-)21.5	(-)21.5	HDPE PIPE W/RISER	
WCS02	4.0	7.0	24	46	(-)14.6	(-)14.6	(-)21.6	(-)21.6	HDPE PIPE W/RISER	
WCS03	4.0	7.0	24	76	(-)15.0	(-)15.4	(-)22.4	(-)22.4	HDPE PIPE W/RISER	
WCS04	4.0	7.0	24	70	(-)15.0	(-)15.2	(-)22.2	(-)22.2	HDPE PIPE W/RISER	
WCS05	4.0	7.0	24	70	(-)14.6	(-)14.9	(-)21.9	(-)21.9	HDPE PIPE W/RISER	
WCS06	-	-	24	40	-	-	(-)20.0	(-)20.0	HDPE CULVERT	

Contractor to field verify riser height prior to construction



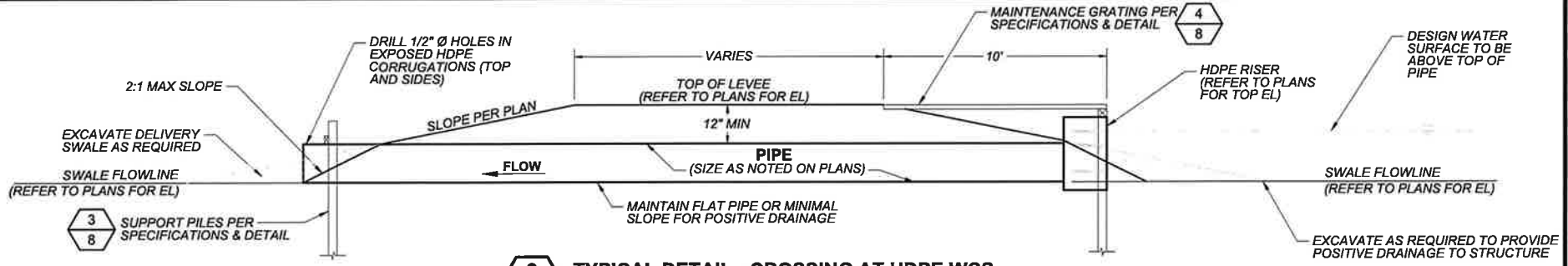
NOTE:
1. Detail is a schematic representation only. Final configuration will depend upon manufacturer's specifications.

1 TYPICAL DETAIL - HDPE POLY RISER
NOT TO SCALE

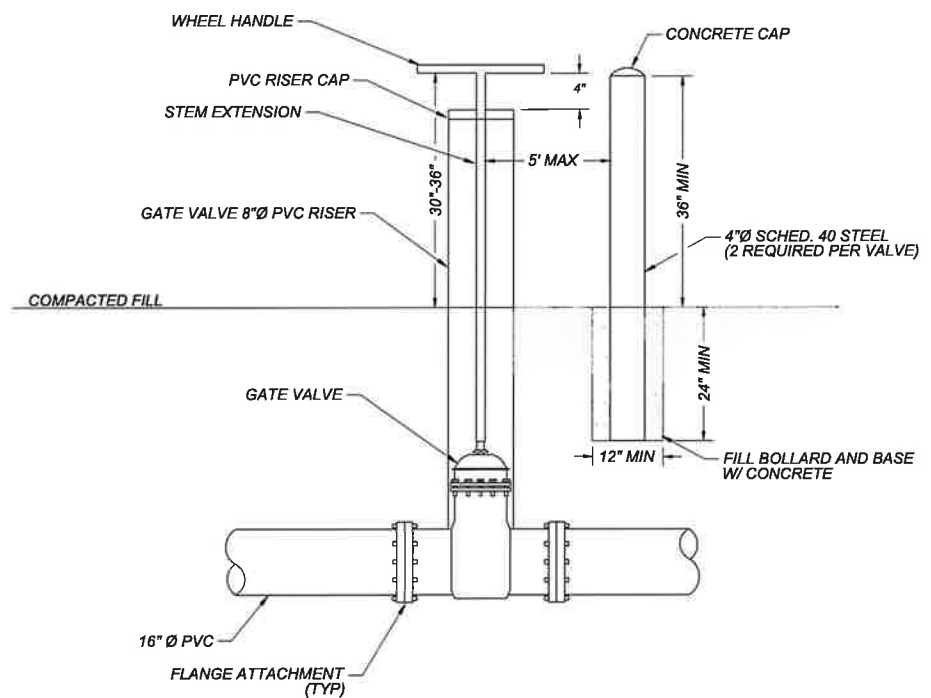


A TYPICAL SECTION - EG TRANSITION TO WETLAND UNIT
NOT TO SCALE

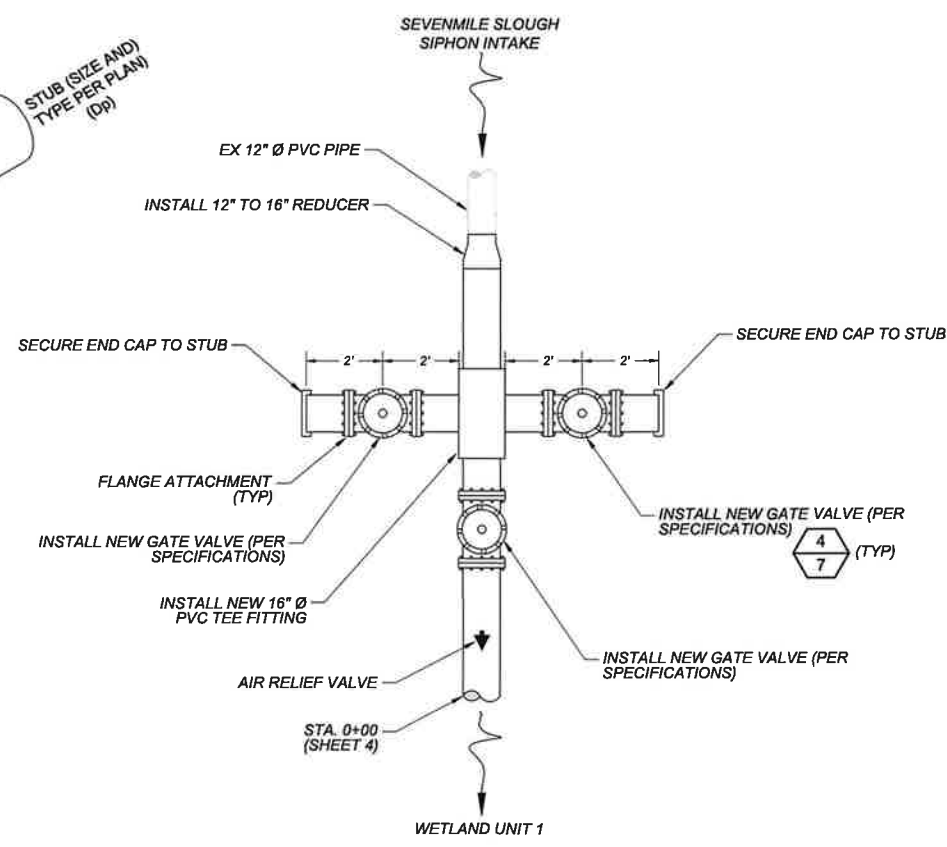
Unauthorized Changes & Uses
The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes must be in writing and must be approved by the preparer of these plans.



2 TYPICAL DETAIL - CROSSING AT HDPE WCS
NOT TO SCALE



4 TYPICAL DETAIL - GATE VALVE
NOT TO SCALE



3 TYPICAL DETAIL - SIPHON VALVE ASSEMBLY
NOT TO SCALE

REQUIRED BEARING AREA - TOTAL SQUARE FEET							
TYPE OF FITTING	90° BEND	45° BEND	11 1/4" OR 22 1/2" BEND	TEE OR DEAD END	TEE W/PLUG	CROSS W/PLUG	CROSS W/PLUGS
TYPICAL INSTALLATION							
	12"	8	5	3	6	8	6
	14"	11	6	3	8	11	8
	16"	15	8	4	10	15	10
	18"	18	10	5	13	18	13
SIZE OF PIPE	20"	23	12	7	16	23	16

NOTES:
1. Thrust blocks to be constructed using 4000 PSI concrete.
2. Blocks to be poured against undisturbed soil.
3. Joints and face of plugs to be kept free of concrete.
4. Thrust blocks may be required for cases not depicted above.
5. Restrained flexible joints may be used in place of thrust blocks, subject to approval of engineer.

100% DESIGN



REVISIONS			
REV. NO.	DESCRIPTION	DATE	APPROVED
1			
2			
3			
4			



PROJECT NO. US-CA-437-6	DATE: 11/14/2023	DESIGNED BY: AT
TWITCHELL ISLAND WETLAND ENHANCEMENT AND RESTORATION PROJECT		DRAWN BY: JS
		SURVEYED BY: JM
		CHECKED BY: BW
		SHEET NO. 7 of 8

EXHIBIT B

Christopher H. Neudeck

From: jbarton@gallerybartonlaw.com
Sent: Thursday, March 27, 2025 6:40 AM
To: Christopher H. Neudeck
Cc: Erik E. Almaas
Subject: FW: Twitchell Setback Project Potential Funding

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RD1601 Board:

See below. It appears that the District is no longer on the list to receive FISH funds. It may be for the better since there were so many unknowns.

Jesse W. Barton
Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

***** ATTENTION *****

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From: jbarton@gallerybartonlaw.com <jbarton@gallerybartonlaw.com>
Sent: Thursday, March 27, 2025 6:39 AM
To: 'Jespersion, Michelle@DWR' <Michelle.Jespersion@water.ca.gov>
Cc: 'Jafarnejad, Babak@DWR' <Babak.Jafarnejad@water.ca.gov>; 'Erik E. Almaas' <ealmaas@ksninc.com>; 'Brock, Bryan@DWR' <Bryan.Brock@water.ca.gov>; 'Julian, David@DWR (he/him)' <David.Julian@water.ca.gov>; 'Donovan, Saskia@DWR' <Saskia.Donovan@water.ca.gov>; 'Edjan, Phoebee@DWR' <Phoebee.Edjan@water.ca.gov>; 'Chris Neudeck' <cneudeck@ksninc.com>; 'Gill, Jasbir@DWR' <Jasbir.Gill@water.ca.gov>
Subject: RE: Twitchell Setback Project Potential Funding

Hi Michelle,

Thank you. Yes, let us know if other opportunities arise.

Jesse W. Barton
Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

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From: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>

Sent: Wednesday, March 26, 2025 1:31 PM

To: jbarton@gallerybartonlaw.com

Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <eealmaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>; Gill, Jasbir@DWR <Jasbir.Gill@water.ca.gov>

Subject: RE: Twitchell Setback Project Potential Funding

Hi Jesse,

Thanks for your reply, for providing additional information, and for facilitating continued discussions with the District regarding this funding opportunity. At this time, given the constraints of our funding and the capacity limitations of what the RD can move forward in terms of the project construction schedule (as you described in item 3 below), DWR staff need to pause this effort for considering FISH funding to constructing a new reach of the Twitchell Island Setback Levee project. Unfortunately, we cannot amend the existing public funding agreement (PFA 24-1) to add the FISH funding based on the nature of the funds (different fund sources have different requirements).

Again, we appreciate your willingness to consider this funding opportunity. We will be in touch should additional funding opportunities become available that align with this project in the future.

Sincerely,
Michelle Jespersion

Michelle Jespersion (she/her)
Environmental Program Manager

California Department of Water Resources
916-873-4035

From: jbarton@gallerybartonlaw.com <jbarton@gallerybartonlaw.com>

Sent: Tuesday, March 18, 2025 1:36 PM

To: Jesperson, Michelle@DWR <Michelle.Jesperson@water.ca.gov>

Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <ealmaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>; Lindsey, Otome@DWR <Otome.Lindsey@water.ca.gov>

Subject: RE: Twitchell Setback Project Potential Funding

Michelle:

The Board met this morning and wanted to pass along a few statements and more questions.

The District is very interested in the program, but it is unwilling to commit until we can be sure the District can perform under the agreement.

1. The District's project involves mitigation. Can the FISH funds be used for mitigation? We have heard both yes and no.
2. Yes, can you provide me with an example contract? See #2 below.
3. The District is not in a position to start significant work (i.e. construction) until 2026, and if the funds need to be advanced by June of 2027, we really only have one full construction season, while we need three full seasons. Yes, it is helpful that the District could have the funds advanced, but due to the six-month budget or 25% cap, we do not see how we could advance the full amount available under the contract by June of 2027 and then spend those funds during the remainder of 2027 and then finish the project in 2028. Do you see any flexibility or options here?
4. Due to the constraints on these funds, is it possible to move the money from the FISH program to the District's existing 24-1 PFA instead? This is not ideal for the District since 24-1 has a cost share obligation, but we wanted to see if this was an option as long as this option does not increase the District's cost share?
5. We had problems with receiving advance funds in the past where it takes six months to get the advance for the same six months. Does your program have a prompt/better turnaround?

Thanks again for your help.

Jesse W. Barton
Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

*** ATTENTION ***

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From: jbarton@gallerybartonlaw.com <jbarton@gallerybartonlaw.com>
Sent: Friday, March 14, 2025 4:05 PM
To: 'Jespersion, Michelle@DWR' <Michelle.Jespersion@water.ca.gov>
Cc: 'Jafarnejad, Babak@DWR' <Babak.Jafarnejad@water.ca.gov>; 'Erik E. Almaas' <ealmaas@ksninc.com>; 'Brock, Bryan@DWR' <Bryan.Brock@water.ca.gov>; 'Julian, David@DWR (he/him)' <David.Julian@water.ca.gov>; 'Donovan, Saskia@DWR' <Saskia.Donovan@water.ca.gov>; 'Edjan, Phoebee@DWR' <Phoebee.Edjan@water.ca.gov>; 'Chris Neudeck' <cneudeck@ksninc.com>
Subject: RE: Twitchell Setback Project Potential Funding

Michelle,

Thank you. I will pass this along to the Board.

Jesse W. Barton
Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

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From: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>
Sent: Friday, March 14, 2025 3:14 PM
To: jbarton@gallerybartonlaw.com
Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <ealmaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>
Subject: RE: Twitchell Setback Project Potential Funding

Hi Jesse, Please see my additional responses noted below in blue font.

Thanks,
Michelle

Michelle Jespersion (she/her)
Environmental Program Manager
California Department of Water Resources
916-873-4035

From: jbarton@gallerybartonlaw.com <jbarton@gallerybartonlaw.com>
Sent: Friday, March 14, 2025 6:26 AM
To: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>
Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <Almaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>
Subject: RE: Twitchell Setback Project Potential Funding

You don't often get email from jbarton@gallerybartonlaw.com. [Learn why this is important](#)

Good morning Michelle:

I have written additional questions below in **red**.

Jesse W. Barton
Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

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From: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>
Sent: Tuesday, March 11, 2025 4:49 PM
To: jbarton@gallerybartonlaw.com
Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <Almaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>;

Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>

Subject: RE: Twitchell Setback Project Potential Funding

Hi Jesse, Thank you for providing your concerns in writing regarding the opportunity for RD 1601 to receive up to \$15 million from the Facilitating Improvement of Systemwide Habitat Program for implementation of a new reach of the Twitchell Island Setback Levee project.

I'm writing to provide additional information on the issues raised – please see responses below. Members of the DWR team are willing to meet to discuss further prior to the March 18 RD board meeting if needed.

1. Current lack for advance payments

DWR Response: The Facilitating Improvement of Systemwide Habitat (FISH) Program Funding Guidelines are currently being revised to include advanced pay provisions. Final guidelines are expected within the next several weeks. You can view the draft advanced pay provisions that were posted for public review. The advanced pay provisions in the final FISH guidelines will not be substantively different than the public review draft, meaning, they can be considered close enough to the final guidelines to get a sense of the provisions that will apply to any future funding agreements with FISH Program funding. The advanced pay public review draft can be found here: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/News/Public-Notices/FISH-Guidelines-8-13-24.pdf>

The draft guidelines appear to cap advance payments at 25% of the total award, or a six-month budget, whichever is less. Thus, on a \$15 million contract, the maximum that will be advanced to the District over the course of the project will be \$3.75 million. Please confirm if this is true.

No, the 25% or immediate 6-month cap is per advance pay request. The advance pay guidelines will allow for additional requests of advanced payment once the initial advanced payment funds have been spent, subject to the 25% cap. I interpret this to mean after the initial advance of up to 25% is spent, you can request another advance payment of up to 25% or immediate 6-month planning period (whichever is less). There is also the ability to submit the subsequent request before the initial funds are completely spent to allow for processing times. This is the language from the draft guidelines I'm referring to:

“Request for Further Advance Payments

Once the initial authorized advance payment has been spent by the funding recipient, further advance payments may be allowed. Further use of advance payments by a funding recipient may only be granted if there was prudent use of the initial advance payment, adherence to all corresponding requirements (e.g., timely submission of deliverables and reports), and compliance with all requirements in the funding agreement, and it is permitted by statute. **Further advance payments may be requested in writing up to 90 days in advance of the anticipated exhaustion of the initial amount advanced.** However, unless requested by the DWR or if there has been a change in circumstances, no additional documentation need be submitted. Further advance payments shall only be permitted in the amount of a project's reasonable needs based on **an immediate six-month planning period, or 25% of the full award amount, whichever is the lesser amount.** However, under no circumstances may advance payments result in the reduction or elimination of the amount of required withholding (retention) or any required cost share amount. Any determination regarding further advance payment(s) must be made in writing.”

2. Currently lacking contract for review

DWR Response: If the RD is willing to commit to pursuing the project, DWR staff will work with RD to develop a funding agreement. A draft scope of work, budget and schedule from the RD is needed to begin drafting the agreement. An example of a recently executed funding agreement using FISH Program funding can be provided if the RD is interested in reviewing an example.

Okay, thank you.

3. Lack of clarity on various deadlines

DWR Response: Since the RD meeting on 2/18, DWR staff determined this funding agreement will not be subject to the previous March deadline; however, we are still under an accelerated timeline to execute a funding agreement before 6/30/2025 to ensure the funds can be assigned to the funding agreement prior to the commitment deadline for the funding. If the RD is willing to commit to pursuing the project, we will provide a more concrete schedule for agreement development and execution.

To clarify, the funding agreement must be executed by June 30, 2025, and the only other deadline with which we need to be concerned is the liquidation date (below)? Yes

4. Apparent expiration of funds in June of 2027, when this is a three-year project

DWR Response: The current constraints of the funding require all funds to be liquidated by 6/30/2027. DWR staff are pursuing options to extend the current funding deadline; however, extensions of the funding require approval by the Legislature so cannot be guaranteed. We will have more certainty about the likelihood of funding liquidation being extended in the May-June time frame. DWR staff are willing to work with the RD to craft the funding agreement to reflect the current schedule of work that can be accomplished within the current funding constraints. The RD will not be expected to complete year 3 of the project if the funding is not available past 6/30/2027.

Assuming advance payments do not have a hard 25% cap, does liquidation mean the District could request and the full contract amount by June 30, 2027? In other words, do the funds have to be liquidated from DWR's account or the District's account by June 30, 2027? Funds need to be liquidated from DWR's account by 6/30/2027, meaning all funds need to be requested in advance of the June 30, 2027 deadline. Again, we are actively pursuing an extension of this deadline.

5. Lack of clarity on when funds can be received and spent.

DWR Response: Please see draft advanced pay provisions and responses above. The funding agreement will stipulate conditions of disbursement of funding. Typically for project construction, the funding recipient will need to demonstrate environmental compliance and permitting has been completed and that Delta Stewardship Council consistency certification has been received prior to disbursement of funds for construction. However, if funding is needed to complete final planning, permitting and DSC certification, the funding agreement could include these tasks in the scope of work to support RD expenses related to completing these tasks. Regarding invoicing for advanced payments, the DWR grant manager assigned to this project

will strive for timely processing of payments. We can also pursue timely release of retention based on milestone completion (vs. total project completion).

Okay, see question posed in #4.

Thanks,
Michelle

Michelle Jespersion (she/her)
Environmental Program Manager
California Department of Water Resources
916-873-4035

From: jbarton@gallerybartonlaw.com <jbarton@gallerybartonlaw.com>

Sent: Wednesday, February 19, 2025 7:23 AM

To: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>

Cc: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <ealmaas@ksninc.com>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjan, Phoebee@DWR <Phoebee.Edjan@water.ca.gov>; Chris Neudeck <cneudeck@ksninc.com>

Subject: RE: Twitchell Setback Project Potential Funding

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Good morning Michelle:

Following up from yesterday's meeting, the primary sticking points on this new funding source are as follows:

1. Current lack for advance payments
2. Currently lacking contract for review
3. Lack of clarity on various deadlines
4. Apparent expiration of funds in June of 2027, when this is a three-year project
5. Lack of clarity on when funds can be received and spent.

If these issues can be resolved/clarified by RD1601's March 18 meeting, the Board will be in a better position to make a decision on whether to pursue these funds.

Thank you,

Jesse W. Barton

Gallery & Barton, APLC
1112 I Street, Suite 370
Sacramento, CA 95814
T: (916) 444-2880
F: (916) 444-6915

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From: Jespersion, Michelle@DWR <Michelle.Jespersion@water.ca.gov>

Sent: Thursday, February 13, 2025 4:09 PM

To: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>; Erik E. Almaas <eaImaas@ksninc.com>; Gill, Jasbir@DWR <Jasbir.Gill@water.ca.gov>; Brock, Bryan@DWR <Bryan.Brock@water.ca.gov>; Julian, David@DWR (he/him) <David.Julian@water.ca.gov>; Donovan, Saskia@DWR <Saskia.Donovan@water.ca.gov>; Edjian, Phoebee@DWR <Phoebee.Edjian@water.ca.gov>

Cc: Christopher H. Neudeck <cneudeck@ksninc.com>

Subject: RE: Twitchell Setback Project Potential Funding

You don't often get email from michelle.jespersion@water.ca.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi all, Following up from the meeting this morning, here are the Facilitating Improvement of Systemwide Habitat (FISH) Program Funding Guidelines. As Bryan mentioned, these guidelines are being updated to include advanced payment provisions. We are very close to having these finalized and will share the updated version as soon as it is available.

Can someone send me the meeting invite or call-in information for the RD meeting on 2/18 morning?

Thanks,
Michelle

Michelle Jespersion (she/her)
Environmental Program Manager
California Department of Water Resources
916-873-4035

-----Original Appointment-----

From: Jafarnejad, Babak@DWR <Babak.Jafarnejad@water.ca.gov>

Sent: Thursday, February 6, 2025 11:22 AM

To: Jafarnejad, Babak@DWR; Erik E. Almaas; Gill, Jasbir@DWR; Brock, Bryan@DWR; Jespersion, Michelle@DWR; Julian, David@DWR (he/him); Donovan, Saskia@DWR; Edjan, Phoebee@DWR; NRHQ 07-215 (McCloud Room)
Cc: Chris Neudeck
Subject: Twitchell Setback Project Potential Funding
When: Thursday, February 13, 2025 10:00 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Microsoft Teams Meeting

This meeting is set up to discuss a potential funding opportunity for another reach of the Twitchell Island Setback Levee Project.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 256 227 813 261

Passcode: 3z9o2nb2

Dial in by phone

[+1 916-573-2034,,581791797#](#) United States, Sacramento

[Find a local number](#)

Phone conference ID: 581 791 797#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



Welcome to the California Natural Resources Agency and affiliated organizations online meeting system. Enjoy your meeting.

EXHIBIT C



MEMORANDUM

April 3, 2025

TO: Chris Neudeck
FROM: Gilbert Cosio
SUBJECT: Summary of Delta Items Addressed in March 2025

Chris,

Following is a summary of meetings and other activity being monitored during March. Let me know if you have any questions, or would like to discuss in more detail.

DPIIC Restoration Forum Planning Committee – The Restoration Forum is set for May 1. Reservations are being accepted. Projects that want to make an oral presentation, present a poster, or just provide project description handouts should contact Rachel Wigginton at the Delta Conservancy.

Delta Stewardship Council – Over the past month, the DSC has toured the site of the Victoria Island levee problem, toured the Flood Operations Center and met with newly elected state senator Christopher Cabaldon. All of these are a positive actions with regard to DSC understanding Delta levees. It was reported that DPIIC is making a connection with Delta Adapts to see if there is synergy in restoration implementation and Delta Adapts. A Covered Action Certification of Consistency has been received from Westervelt Ecological with regard to their project to convert the flooded Zacharias Ranch to habitat.

DPIIC Spring Gathering – The Delta Plan Interagency Implementation Committee met in Clarksburg on April 3. The main agenda item was discussion with the agencies on their intention for spending Prop 4 fund. Of concern to RD's is the plan for spending the \$150 million earmarked for Delta levees. Tom Gibson, DWR Deputy Director, reported that \$90 million will be allocated to Delta Levee Subventions and \$60 million for Delta Levee Special Projects. The Wildlife Conservation Board reported that it will have \$1 billion in Prop 4 funds. In addition, the WCB has previous bond funding remaining. Since the WCB funding is not specific to any area of the state, they encouraged Delta habitat project proponents to apply for funding. Pre-application meetings will begin in late April.

Thanks,