



**MARINA COAST WATER DISTRICT**

**MARINA, CA**

**MONITORING WELLS CONSTRUCTION PROJECT**

**NEW MONITORING WELLS**

**CIP # GA-2402**

**VOLUME 1 OF 2**

**PROJECT MANUAL**

**January 10, 2025**



*CONTRACT DOCUMENTS FOR*  
MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS

CIP # GA-2402

Marina Coast Water District  
920 Second Ave, Ste, A  
Marina, California 93933

Board of Directors

Gail Morten, President  
Jan Shriner, Vice-President  
Dr. Thomas P. Moore  
Brad Imamura  
Stacey Smith



Submitted \_\_\_\_\_  
Tina Wang, P.E. – EKI Environmental & Water Inc.

**MARINA COAST WATER DISTRICT  
MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS**

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**MARINA COAST WATER DISTRICT  
MARINA, CA  
CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS**

INVITATION TO BIDDERS

Sealed Bids for the construction of the **Monitoring Wells Construction Project** will be received by the Marina Coast Water District (herein after referred to as MCWD), at 920 Second Avenue, Ste A, Marina, CA 93933, until **2:00 p.m. local time on Wednesday, February 05, 2025**.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. If awarded, the contract will be awarded to the lowest responsive, responsible Bidder, cost and other factors being considered. The Marina Coast Water District reserves the right to reject any and all bids and to waive informality in in any bid.

**DESCRIPTION OF WORK**

The project involves the construction of three monitoring wells at depths of 470 feet, 960 feet, and 1,450 feet below ground surface (bgs), along with one dual-nested monitoring well at a depth of 1,300 feet bgs. The scope of work includes well development, drilling and installation of conductor casings with an outer annular seal, borehole drilling, geophysical surveying, assembly and installation of well casing and screens, and construction of surface completion. These wells are essential for guiding efforts to enhance groundwater remediation.

The Issuing Office for the Bidding Documents is: MCWD Office, 920 Second Avenue, Suite A, Marina, CA 93933, point of contact: **Charly Liscomb, Ph. (831) 883-5937 or email bliscomb@mcwd.org**. The primary point of contact for all technical questions related to the project during bidding is Charly Liscomb (Assistant Engineer). All questions must be submitted in writing to bliscomb@mcwd.org and copied to pbreen@mcwd.org. Prospective Bidders may confirm their questions are received by calling the point of contact at (831) 883-5937. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Thursdays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office online at [www.mcwd.org](http://www.mcwd.org).

Hard copies of the Bidding Documents are not available for purchase; the Bidding Documents are only available as a free download from the Issuing Office website at [www.mcwd.org](http://www.mcwd.org). Neither Owner nor Assistant Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A **mandatory** pre-bid conference will be held at **10:00 a.m.** local time on **Wednesday, January 22, 2025**, at the MCWD Office, 920 Second Avenue, Ste A, Marina, CA 93933. Bids will not be accepted from any bidder who did not attend the Pre-Bid Conference and perform a site visit.

The Project will be funded in whole or in part by the following funding sources in addition to District funds:

- Department of Water Resources (DWR) Sustainable Groundwater Management Act (SGMA) Implementation Grant

The successful Bidder will be required to comply with all requirements associated with the DWR SGMA Implementation Grant funding in carrying out the Project, as listed in Appendix A.

Since this Project is funded with DWR grant funds, the work must comply with all the provisions of the Labor Code regarding prevailing wages and all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Attention is directed to the DWR SGMA Implementation Grant Round Requirements (Appendix A) section of the Contract Documents under **Labor Code Compliance**.

Each bidder shall be a California licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: C-57 (Well Drilling Contractor). In addition, the successful bidder will be required to self-perform at least 50% of the work.

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

Owner: **Marina Coast Water District**

By: **Patrick Breen**

Title: **Water Resource Engineer**

Pub. Date: January 10, 2025, and January 17, 2025

+ + END OF INVITATION TO BIDDERS + +

**INSTRUCTIONS TO BIDDERS**

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**ARTICLE 1 – DEFINED TERMS**

- 1.01 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, which is the MCWD Office, 920 Avenue, Ste. A, Marina, CA 93933.
  - B. *Engineer*—The representative Tina Wang, PE from EKI Environmental & Water, Inc. (Design Consultant).
  - C. *Representatives*—Those representing the Owner, which include Charly Liscomb EIT (Assistant Engineer) and Patrick Breen (Water Resource Manager).

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office on the website [www.MCWD.org](http://www.MCWD.org) in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number, if applicable.
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit within 3 business days following the bid opening the following additional information:
- A. Disadvantaged Business Enterprise documentation not required at the time of bid opening.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.



**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE****4.01** *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 Owner 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.
- B. See Section 01040 – Coordination and Project Requirements
- C. See Section 01140 – Work Restrictions and Constraints on Site Access
- D. See Section 02200 – Site Preparation

**4.02** *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner 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. Owner 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: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous

Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Bidders*

- A. It is mandatory for bidders to perform site visit to MCWD's 4<sup>th</sup> Avenue and "F" tank to be considered a responsive bidder.
  - 1. MCWD will host site visits for perspective bidders immediately after the pre-bid meeting, at 10:00 AM local time on Wednesday, January 22, 2025.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder 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. Owner 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 Owner's authority regarding the Site.
- D. Bidder shall 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 Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 4.05 *Other Work at the Site*

- A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Representatives written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Representatives is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – PRE-BID CONFERENCE**

- 6.01 A mandatory pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of the Owner will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Representatives will transmit to all prospective Bidders of record such Addenda as Representatives considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing as stated in the invitation or advertisement to bid. Questions must be received by 5:00 p.m. local time on **Tuesday, January 28, 2025**. Questions received after this date may not be answered. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda and posted by the Issuing Office online at [www.mcwd.org](http://www.mcwd.org). Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% (ten percent) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, 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 Documents and furnish the required contract security within 15 calendar days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Contract or 90 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven calendar days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of calendar days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 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 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 calendar days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall 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 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within three business days after Bid opening, submit to Owner qualifications information for the Subcontractors or Suppliers proposed for the following portions of the Work: Paving and Guided Auger Boring.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of

the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

### **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall 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.”
- 13.02 A Bid by a corporation shall 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 shall be shown.
- 13.03 A Bid by a partnership shall 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 partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall 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 firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 14 – BASIS OF BID**

- 14.01 *Unit Price*
- A. Bidders shall 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 Owner 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 Owner for Bid comparison purposes. Bid Alternates will not be used 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.

#### 14.02 Allowances

- A. For cash allowances the Bid price shall 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.
- B. If the Owner includes reimbursement allowances, the allowance value will be pre-entered in the Bid Form.

### ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished 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 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall 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 shall 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 shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Marina Coast Water District, 920 2<sup>nd</sup> Avenue, Ste. A, Marina, CA 93933, ATTN: Water Resource Manager.
- 15.03 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 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A 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.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

17.01 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 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not 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. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- C. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.



**ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 calendar days thereafter, Successful Bidder shall 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 Owner. Within ten calendar days thereafter, Owner shall 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.

**ARTICLE 22 – SALES AND USE TAXES (NOT USED)****ARTICLE 23 – RETAINAGE**

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Supplemental Conditions.

**ARTICLE 24 – PREVAILING WAGE**

24.01 The Work is subject to California State prevailing wage requirements as set forth in the Supplementary Conditions, in Section 00 73 50.

**ARTICLE 25 – DISADVANTAGED BUSINESS ENTERPRISES**

25.01 If required, Bidders must document a Good Faith Effort to hire Disadvantaged Business Enterprises (DBE) for this project, per the requirements set forth in Section 00 73 50.

25.02 A DBE minimum participation goal has not been established for this project.

**ARTICLE 26 – DISQUALIFIED BUSINESSES**

26.01 State and Federally Disqualified Business are prohibited from participating in this project, as set forth in Section 00 73 50.

**END OF DOCUMENT**

**BID FORM**

**CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Marina Coast Water District**

**920 Second Avenue, Ste A,**

**Marina, CA 93933**

**ATTN: Water Resource Manager**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner 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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 calendar after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |
| _____               | _____                 |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

- Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
  - F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "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;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "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 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No.                                       | Description   | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|--|---|------|--------------------|----------------|-----------|
| 1  | Mobilization and Demobilization                                   | LS   | 1                  |                |           |
| 2  | Site Preparation, Clearing and Grubbing (both sites)              | LS   | 1                  |                |           |
| 3  | F Tank Site, Dual Nested Monitoring Well                          | LS   | 1                  |                |           |
| 4  | 4th Avenue Site, 470 ft Monitoring Well                           | LS   | 1                  |                |           |
| 5  | 4th Avenue Site, 960 ft Monitoring Well                           | LS   | 1                  |                |           |
| 6  | 4th Avenue Site 1,450 ft Monitoring Well                          | LS   | 1                  |                |           |
| 7  | Geophysical Logging (by Pacific Surveys) see section 5.03C        | LS   | 1                  |                |           |
| <b>A - Additive Bid Items</b>                  |   |      |                    |                |           |
| A1   | Additional Drilling   | LF   | 10                 |                |           |
| A2   | Additional Well Construction                                      | LF   | 10                 |                |           |
| <b>B - Alternate Bid Items</b>                 |   |      |                    |                |           |
| B1   | Install 3-inch Casing at F Tank Site, Dual Nested Monitoring Well | LS   | 1                  |                |           |
| <b>Total of All Bid Items (in numbers): \$</b> |   |      |                    |                |           |
| <b>Total of All Bid Items (in words):</b>      |   |      |                    |                |           |

ALW = Allowance, LF = Linear Feet, LS = Lump Sum, SY = Square Yards

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### 5.02 Bid Alternatives

- A. Bidder offers to make, at the bid alternate prices following, the changes in the Work covered by the Unit Prices that are specified in the bid alternates priced below.
- B. It is understood that:
1. All bid alternate prices must be filled in.
  2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
  3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
  4. The acceptance or rejection of one or more bid alternates will not affect the Lump Sum Bid Price, nor other conditions of this Bid, nor the price of other accepted bid alternates.
  5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the Lump Sum Bid Price of the undersigned if the bid alternate is accepted by Owner.
  6. The Contract Price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the Total Unit Price Bid.

#### 5.03 Engineer's Proposed Construction Cost

| DIV NO. | ITEM DESCRIPTION                                      | TOTAL              | % OF TOTAL  |
|---------|---|--------------------|-------------|
|         | F Tank Site: Monitoring Well (Dual Nested)            | \$550,000          | 28.8%       |
|         | 4 <sup>th</sup> Avenue Site: 470 ft Monitoring Well   | \$190,000          | 9.9%        |
|         | 4 <sup>th</sup> Avenue Site: 960 ft Monitoring Well   | \$390,000          | 20.4%       |
|         | 4 <sup>th</sup> Avenue Site: 1,450 ft Monitoring Well | \$590,000          | 30.9%       |
|         | Site Preparation, Clearing and Grubbing (both sites)  | \$17,200           | 0.9%        |
|         | Construction Contingency subtotal                     | \$1,737,200        | 90.9%       |
|         | (10% of subtotal) 10%                                 | \$173,720          | 9.1%        |
|         | <b>Total Engineer's Opinion of Probable Cost</b>      | <b>\$1,911,000</b> | <b>100%</b> |

- A. Item costs include direct costs, mobilization/demobilization and contractor markups.
- B. Assumes that geophysical logging will only occur on the monitoring well at the F Tank Site and the 1,450-foot monitoring well at the 4<sup>th</sup> Avenue site.

C. Contractor must retain the services of Pacific Surveys LLC for geophysical logging.

Pacific Surveys, LLC,  
1785 West Arrow Route Bldg. D  
Suite 3 & 4  
Upland, CA 91786  
(909) 625-6262

**ARTICLE 6 – TIME OF COMPLETION**

6.01 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 calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The items listed in Document 00 43 93, Bid Submittal checklist, are submitted with and made a condition of this Bid.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

\_\_\_\_\_

*[Printed name]*

\_\_\_\_\_

Title:

\_\_\_\_\_

Submittal Date:

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Marina Coast Water District  
920 Second Avenue, Ste A,  
Marina, CA 93933

BID

Bid Due Date: Feb. 05, 2025

Description: CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS  
MARINA COAST WATER DISTRICT

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(10% (ten percent) of the Total Bid Value, in Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 calendar days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**BID SUBMITTAL CHECKLIST**

All information required by the terms of the Bid Documents must be furnished. Important items to be submitted are including, but not limited to, those listed below:

**ARTICLE 1 - SUBMIT WITH BID**

|                          | <b>Form Number</b> | <b>Form Name</b>                                   |
|--------------------------|--------------------|--|
| <input type="checkbox"/> | 00 41 00           | Bid Form   |
| <input type="checkbox"/> | No form included   | Certificate of Contractor's License                |
| <input type="checkbox"/> | 00 43 00           | Bid Bond (or Bid Security)                         |
| <input type="checkbox"/> | 00 45 12           | List of Project References                         |
| <input type="checkbox"/> | 00 45 14           | Designation of Subcontractors                      |
| <input type="checkbox"/> | 00 45 16           | List of Manufacturers                              |
| <input type="checkbox"/> | 00 45 18           | Designation of Insurance Agent or Broker           |
| <input type="checkbox"/> | 00 45 20           | Stop Notice Information                            |
| <input type="checkbox"/> | 00 45 22           | Non-Collusion Statement                            |
| <input type="checkbox"/> | 00 45 24           | Prevailing Wage Statement                          |
| <input type="checkbox"/> | 00 45 26           | Public Works Contractor Registration Certification |
| <input type="checkbox"/> | 00 45 28           | Local Hiring for Public Works                      |
| <input type="checkbox"/> | 00 45 30           | Iran Contracting Act Certification                 |
| <input type="checkbox"/> | 00 45 34           | Drug Free Workplace Certification                  |
| <input type="checkbox"/> | 00 45 36           | Nondiscrimination Certification                    |

**ARTICLE 2 – SUBMIT PRIOR TO OWNER'S EXECUTION OF CONTRACT (After Notice of Award)**

|                          |                  |                        |
|--------------------------|------------------|------------------------|
| <input type="checkbox"/> | 00 52 00         | Agreement              |
| <input type="checkbox"/> | 00 61 00         | Performance Bond       |
| <input type="checkbox"/> | 00 61 50         | Payment Bond           |
| <input type="checkbox"/> | No form included | Insurance Certificates |

**END OF DOCUMENT**

**LIST OF PROJECT REFERENCES**

**CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS**

*SUBMIT WITH BID*

The Bidder shall provide three projects that they have successfully completed in the last ten years of like nature (including boring and constructing wells to a depth that extend to a depth of 1,500 feet or more below the ground surface) and each with a contract amount for the Bidder of at least \$1,000,000. The Bidder shall provide the project name, owner representative and phone number. The projects listed shall be of similar scope and type as the project identified in this document.

|   | Project Name | Owner Representative | Owner Phone # | Bidder Contract Amount |
|---|--------------|----------------------|---------------|------------------------|
| 1 |              |                      |               |                        |
| 2 |              |                      |               |                        |
| 3 |              |                      |               |                        |

**END OF DOCUMENT**

**DESIGNATION OF SUBCONTRACTORS**

MONITORING WELLS CONSTRUCTION PROJECT

*SUBMIT WITH BID*

In compliance with the provisions of Section 4100-4113 of the Public Contract Code of the State of California, and any amendments thereof, and, if applicable, with the requirements of County relating to projects for the construction, improvement or repair of Public Works, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work, and each subcontractor who, under subcontract, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, for such work to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor and for each subcontract in excess of one half of one percent of the undersigned's total aggregate bid.

Name of SUBCONTRACTOR: \_\_\_\_\_  
Division of Work: \_\_\_\_\_ Phone: \_\_\_\_\_  
Location (address, city, zip): \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ DIR Number: \_\_\_\_\_

Name of SUBCONTRACTOR: \_\_\_\_\_  
Division of Work: \_\_\_\_\_ Phone: \_\_\_\_\_  
Location (address, city, zip): \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ DIR Number: \_\_\_\_\_

Name of SUBCONTRACTOR: \_\_\_\_\_  
Division of Work: \_\_\_\_\_ Phone: \_\_\_\_\_  
Location (address, city, zip): \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ DIR Number: \_\_\_\_\_

Name of SUBCONTRACTOR: \_\_\_\_\_  
Division of Work: \_\_\_\_\_ Phone: \_\_\_\_\_  
Location (address, city, zip): \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ DIR Number: \_\_\_\_\_

Name of SUBCONTRACTOR: \_\_\_\_\_  
Division of Work: \_\_\_\_\_ Phone: \_\_\_\_\_  
Location (address, city, zip): \_\_\_\_\_  
Contractor License No.: \_\_\_\_\_ DIR Number: \_\_\_\_\_

Attach additional sheets, as needed.

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name Signature Date

**END OF DOCUMENT**

**LIST OF MANUFACTURERS**

MONITORING WELLS CONSTRUCTION PROJECT

*SUBMIT WITH BID*

|          | <b>Manufacturer</b> | <b>Product</b>   |
|----------|---------------------|------------------|
| <b>1</b> |                     | Drilling Fluid   |
| <b>2</b> |                     | Sealing Material |
| <b>3</b> |                     | Bentonite Seal   |
| <b>4</b> |                     | Conductor Casing |
| <b>5</b> |                     | Well Casing      |
| <b>6</b> |                     | Well Screen      |
| <b>7</b> |                     | Centralizers     |
| <b>8</b> |                     | Filter Pack      |
| <b>9</b> |                     | Concrete         |
|          |                     |                  |
|          |                     |                  |
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|          |                     |                  |
|          |                     |                  |
|          |                     |                  |
|          |                     |                  |

**END OF DOCUMENT**

**DESIGNATION OF INSURANCE AGENT OR BROKER**

**CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS**

*SUBMIT WITH BID*

It is proposed that the following insurance agent/broker and insurance company will provide policies of insurance or insurance certificates as required by the bid documents.

Insurance Agent or Broker: \_\_\_\_\_

Street: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Insurance Company  
Providing Coverage \_\_\_\_\_

Best's Key Rating Guide of at least A VII? Yes \_\_\_\_\_ No \_\_\_\_\_

It is proposed that the following bonding agent or surety will provide payment and performance bonds as required by the bid documents.

Bonding Agent or Broker: \_\_\_\_\_

Street: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Surety Company  
Providing Bonds: \_\_\_\_\_

1. Admitted in California? Yes \_\_\_\_\_ NO \_\_\_\_\_

*OR*

Current Treasury Listed Surety (Federal Register)? Yes \_\_\_\_\_ NO \_\_\_\_\_

*AND*

Current A.M. Best BB or better rating? Yes \_\_\_\_\_ NO \_\_\_\_\_

*OR*

Current Standard and Poor's Rating of BBB or better? Yes \_\_\_\_\_ NO \_\_\_\_\_

2. (in lieu of 1)

An admitted surety insurer which complies with the provisions of the code of Civil Procedure, Section 995.660\*.

California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, 3) a certificate from county Clerk of Monterey County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended; 4) a financial statement showing the assets and liabilities of the insurer at the end of the quarter calendar year, prior to 30 days next preceding the date of the execution of the bond.

OR

3. In lieu of 1 and 2, a company of equal financial size and stability that is approved by the MCWD Insurance/Risk Manager.

By signing below, the bidder certifies that:

The above comply with the MCWD standards for liability insurers and sureties pursuant to Article 6 of the General and Supplementary Conditions: Yes \_\_\_\_\_ NO \_\_\_\_\_. If "No", your bid is subject to rejection.

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(Bidder's signature)

DATE: \_\_\_\_\_

**END OF DOCUMENT**



**STOP NOTICE INFORMATION**

*SUBMIT WITH BID*

PROJECT NAME: CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS

CONTRACTOR’S NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is provided for the information of contractors, subcontractors and suppliers of labor, materials, equipment, and services under MCWD contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary-20 day notices (if required by California Civil Code 53098) must be filed with the Marina Coast Water District, 920 Avenue, Ste A, Marina, CA 93933.

STOP NOTICE CONTENTS: See California Civil Code 3103. written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or service furnished or agreed to be furnished by the claimant; the name of the person/entity to or for whom the same was done or furnished; the amount in value of that already done or furnished and/or agreed to be done or furnished. Blank stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Code 53181. All persons furnishing labor, materials, equipment or services to the job (except the original contractor) and persons furnishing provisions, provender or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Code S3103. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code 3184. Stop notices must be served before the expiration of 30 days after the recording of a Notice of Completion (sometimes referred to as a Notice of Acceptance) or Notice of Cessation, if such notice is recorded or if no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF PUBLIC ENTITY (OWNER): See California Civil Code 3185. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of \$2.00 at the time of filing a stop notice, the Clerk shall provide each stop notice claimant with notice of filing of a Notice of

Completion or after the cessation of labor has been deemed a completion of a public work or after the acceptance of completion, whichever is later, to each stop notice claimant, by personal service or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code 3196 and following. A stop notice can be released if the original contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of 125% of the stop notice claim. Alternatively, the original contractor may file an affidavit pursuant to California Civil Code S3198, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to 53200 and a summary legal proceeding may be held pursuant to 3201 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code 3262.

STOP NOTICE LAWSUIT: See California Civil Code 53210 through 3214. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Clerk of the Board within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within two years.

I HEREBY ACKNOWLEDGE THAT I RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT, AND SERVICES THAT I ENTER INTO FOR THIS PROJECT:

Bidder's Signature: \_\_\_\_\_

Bidder's Name and Title (Print): \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER**

CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS

*SUBMIT WITH BID*

I, \_\_\_\_\_, am the  
(name)  
\_\_\_\_\_ of \_\_\_\_\_,  
(Position Title) (Company)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**END OF DOCUMENT**

**PREVAILING WAGE STATEMENT**

*SUBMIT WITH BID*

If awarded the contract, we and our subcontractors shall pay all the workers we assign to the project not less than the prevailing wage as determined by the state of California, Director of Industrial Relations in compliance with Article 6 of the Supplementary Conditions. We are aware that the contractor shall be penalized for non-compliance by either the contractor or his subcontractor(s).

In addition, we are informed of the following:

Copies of the prevailing wage rates are on file at:

Marina Coast Water District  
920 Second Avenue, Ste A,  
Marina, CA 93933

or

State of California Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94104  
(415) 703-4774

On-line at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

The successful bidder shall be required to post the prevailing wage determinations at each job site.

Each contractor and subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per them wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection the public work.

Certified copies of such payroll records must be furnished to the State or Marina Coast Water District upon request.

*By signing below, the bidder certifies that he shall comply with the prevailing wage laws.*

Company Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

MONITORING WELLS CONSTRUCTION PROJECT

*SUBMIT WITH BID*

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and the bidder and all bidder's subcontractors are currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Bidder's Signature: \_\_\_\_\_

Bidder's Name and Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF DOCUMENT**

**LOCAL HIRING FOR PUBLIC WORKS**

**MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS  
CIP # GA-2402**

*SUBMIT WITH BID*

This contract is for a Marina Coast Water District public works project. All Contractors and Subcontractors are required to comply with all of the provisions of Ordinance 53 Local Hiring (Chapter 2.10 of the MCWD Code). Failure to comply with the local hiring ordinance may subject the Contractor herein with disqualification from any future Marina Coast Water District public works contracts. This ordinance applies for hiring throughout the duration of the project.

The Bidder hereby certifies that (initial as applicable):

\_\_\_\_\_ Bidder has read Ordinance 53, Local Hiring for District Public Works, and

\_\_\_\_\_ Bidder can meet the local hiring requirements of Ordinance 53, or

\_\_\_\_\_ Bidder has made a good faith effort to meet the requirements of Ordinance 53 as documented on the attached pages, or

\_\_\_\_\_ Bidder requires an exception because a suitable pool of persons does not exist locally for the specialized skills listed below.

| <b>Specialized Skill</b> | <b>No. of Workers</b> | <b>County of Residence</b> |
|--------------------------|-----------------------|----------------------------|
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |
|                          |                       |                            |

Company Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CIP # GA-2402

**Efforts to Hire Employees (submit only if needed)**

| <b>Classification</b> | <b>Agency Contacted</b> | <b>Date</b> | <b>Results</b> |
|-----------------------|-------------------------|-------------|----------------|
|                       |                         |             |                |
|                       |                         |             |                |
|                       |                         |             |                |
|                       |                         |             |                |
|                       |                         |             |                |
|                       |                         |             |                |
|                       |                         |             |                |

**Efforts to Hire Subcontractors (submit only if needed)**

| <b>Work Item</b> | <b>Company Contacted</b> | <b>Date</b> | <b>Results*</b> |
|------------------|--------------------------|-------------|-----------------|
|                  |                          |             |                 |
|                  |                          |             |                 |
|                  |                          |             |                 |
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|                  |                          |             |                 |
|                  |                          |             |                 |

\* Standard codes: DNR-did not respond, NA-not available for job, NB-not bidding, USED-included in bid, HIGH-selected lower cost bid

**END OF DOCUMENT**



**IRAN CONTRACTING ACT CERTIFICATION**

*SUBMIT WITH BID*

Reference: Public Contract Code Section 2200 et seq.

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

The Contractor is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

MCWD has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, MCWD will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Bidder's Signature: \_\_\_\_\_

Bidder's Name and Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

**END OF DOCUMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

|  |   |
|--|---|
| CONTRACTOR/BIDDER FIRM NAME  | FEDERAL ID NUMBER                               |
| BY (Authorized Signature)<br> | DATE EXECUTED                                   |
| PRINTED NAME AND TITLE OF PERSON SIGNING   | TELEPHONE NUMBER (Include Area Code)<br>(     ) |
| TITLE  |   |
| CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS   |   |

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_<sup>(DATE)</sup> (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**ATTACHMENT A**

**California Department of Public Health  
Safe Drinking Water State Revolving Fund**

**PROJECT INFORMATION**

**Water System Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_ - \_\_\_\_\_

**Principal Contact:** \_\_\_\_\_

*Firm Name/ Contact/ Title*

\_\_\_\_\_  
*Firm Address/ Phone Number/ Email Address*

**NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors 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. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR  
SUBCONTRACTOR NAME: \_\_\_\_\_

CERTIFIED BY:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BIDDER'S LIST**

*SUBMIT WITHIN 3 DAYS OF BID OPENING*

Bidder is required to provide the following information for all DBE and non-DBE subcontractors who provided a proposal, bid or quote to the Prime Contractor. Provide this form to all subcontractors and have them complete and return it with their proposal, bid or quote. This information must be submitted with the bid.

Prime Contractor: \_\_\_\_\_

Project: CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT  
NEW MONITORING WELLS

|  |
|--|
| <p>Firm Name: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Fax: _____</p> <p>Contact Person: _____</p> <p>E-mail: _____</p> <p>Is the firm currently certified as a DBE? <input type="checkbox"/> No <input type="checkbox"/> Yes Cert. Number: _____</p> <p>Type of work/services/materials proposed by bidder:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Amount of Bid/Quote: \$ _____</p> <p>Date of Bid/Quote: _____</p> |
|--|

**END OF DOCUMENT**

**AGREEMENT**  
**BETWEEN MARINA COAST WATER DISTRICT**  
**AND \_\_\_\_\_**  
**FOR THE**  
**MONITORING WELLS CONSTRUCTION PROJECT**  
**NEW MONITORING WELLS**  
**CIP# GA-2402**

THIS AGREEMENT is by and between Marina Coast Water District (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project consists of constructing three monitoring wells at the 4<sup>th</sup> Avenue site, and one dual-nested monitoring well at the “F” Tank site. The scope of work includes drilling and installation of conductor casings with an outer annular seal; borehole drilling; geophysical surveying; assembly and installation of well casing and screening; emplacement of annular materials; construction of surface completion; and well development.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CIP # GA-2402, MONITORING WELLS CONSTRUCTION PROJECT NEW MONITORING WELLS.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by EKI Environment & Water, Inc. 2001 Junipero Serra Boulevard, Suite 300 Daly City, CA 94014.

3.02 The Owner has retained Tina Wang (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 Contract Times: Days**

- A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 100 calendar days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price (adjusted for any math errors in the submitted bid form) times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

**5.02 Bid Alternatives**

- A. Bidder offers to make, at the bid alternate prices following, the changes in the Work covered by the Unit Prices that are specified in the bid alternates priced below.
- B. It is understood that:
1. All bid alternate prices must be filled in.

2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
4. The acceptance or rejection of one or more bid alternates will not affect the Lump Sum Bid Price, nor other conditions of this Bid, nor the price of other accepted bid alternates.
5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the Lump Sum Bid Price of the undersigned if the bid alternate is accepted by Owner.
6. The Contract Price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the Total Unit Price Bid.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the legal rate unless otherwise specified according to California law.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.



- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement.
  2. Performance bond.
  3. Payment bond.
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: Monitoring Wells Construction Project, located at 4<sup>th</sup> Avenue and F Tank.
  8. Typical Details listed or incorporated into the Project Manual.
  9. Addenda (numbers 1 to X, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. List of Project References (00 45 12)
    - b. Designation of Subcontractors (00 45 14)
    - c. List of Manufacturers (00 45 16)
    - d. Designation of Insurance Agent or Broker (00 45 18)
    - e. Stop Notice Information (00 45 20)
    - f. Non-Collusion Declaration (00 45 22)
    - g. Prevailing Wage (00 45 24)
    - h. Public Works Contractor Registration Certification (00 45 26)
    - i. Local Hiring for Public Works (00 45 28)
    - j. Iran Contracting Act Certification (00 45 30)
    - k. Drug Free Workplace Certification (00 45 34)
    - l. Nondiscrimination Certification (00 45 36)
    - m. Bidder's List (00 45 38)
    - n. Department of Water Resources Sustainable Groundwater Management Act Implementation Grant Supplementary (00 73 50).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
  12. The standard Plans and Specifications of the Marina Coast Water District, dated November 2007 (not attached but incorporated by reference).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto 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 Documents.

### 10.03 *Successors and Assigns*

- A. Owner 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.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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.

---

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "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.
- 10.06 In accordance with Section 1775, California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of California Department of Industrial Relations for the Work.
- 10.07 In the performance of the Work, a day's work shall be 8 hours of labor in any workday and 40 hours in any work week and any other work as required by Section 510, California Labor Code, and Contractor shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to Owner, as a penalty, the sum of \$25 for each worker employed in the execution of the Work by Contractor or any subcontractor, for each day during which any worker is required or permitted to labor more than 8 hours in any workday or more than 40 hours in any 1 calendar week in violation of Section 510.
- 10.08 Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.
- 10.09 Pursuant to California Labor Code Section 6705, excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of \$25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer.
- 10.10 *Contractor registration:*
- A. Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 10.11 Pursuant to Section 1770 et seq., California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations. A copy of such prevailing rate is on file at the offices of the Owner, which copy will be made available for examination during business hours to any party on request.

- 
- 10.12 Contractor, by signing this Agreement, certifies the following: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."
- 10.13 Nothing in this Agreement shall prevent Contractor or any Subcontractor from employing properly registered apprentices in the execution of the Agreement. Contractor shall have responsibility for compliance with California Labor Code Section 1777.5 for all apprentice able occupations.
- 10.14 *Other Provisions*
- A. Owner stipulates that the General Conditions that are made a part of this Contract are the EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, with modifications made solely in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [redacted] (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Marina Coast Water District

\_\_\_\_\_

920 Second Avenue, Ste A,

\_\_\_\_\_

Marina, CA 93933

\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

**PERFORMANCE BOND**

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Marina Coast Water District  
920 Second Avenue, Ste A, Marina, CA 93933

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description *(name and location):*

**BOND**

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



**PAYMENT BOND**

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Marina Coast Water District  
920 Second Avenue, Ste A, Marina, CA 93933

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:  
Amount:  
Description *(name and location):*

**BOND**

Bond Number:  
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*  
Amount:  
Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*(seal)*  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant

under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

- 11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

- 1. The name of the Claimant;
- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner: Marina Coast Water District  
Contractor:  
Engineer:  
Project:

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

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

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

**Date of Substantial Completion**

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

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  As follows

Amendments to Contractor's responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

|   |   |  |
|---|---|--|
| <p>EXECUTED BY ENGINEER:</p> <p>By: _____<br/>(Authorized signature)</p> <p>Title: _____</p> <p>Date: _____</p> | <p>RECEIVED:</p> <p>By: _____<br/>Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p> | <p>RECEIVED:</p> <p>By: _____<br/>Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|--|

**DOCUMENT 00 72 00  
STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



Endorsed by



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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
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**STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT**

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY****1.01 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 Owner 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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting 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 Owner.
  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 Owner 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, or both; 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 Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; 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; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. 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), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree 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 the Owner 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 Owner 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 Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *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.
22. *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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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25. *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.
  26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
  27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
  28. *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.
  29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
  30. *Project*—The total undertaking to be accomplished for Owner 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.
  31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
  32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
  33. *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.
  34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
  35. *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.
  36. *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.
  37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *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.
39. *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.
40. *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 thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) 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 the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. 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:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean 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. 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

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed 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. Owner 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. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically 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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, 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 2.03.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 Owner 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.

2.05 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

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 items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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 or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall 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.

#### 3.02 *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, shall mean 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, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, 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 Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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.

#### 3.03 *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 Documents issued pursuant to Paragraph 11.01.

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 Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner 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 shall 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).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer 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 thereunder.
- 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 Owner, 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 give written notice to

Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *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 editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner 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 Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth 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 sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

- A. Owner 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 Owner. 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.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) 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 shall 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 Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.
- 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 Owner, Contractor, and those for which they are responsible, 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 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. 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.
- E. Paragraph 8.03 governs 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.

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### *5.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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, Owner 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 Owner'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.

### *5.02 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; 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 7.12, 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 at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner 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 Owner, 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 shall 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 Owner. 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.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); 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 upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner 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; or
  - 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.



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**5.04 Differing Subsurface or Physical Conditions**

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. 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;

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 Owner 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 the necessity of Owner's obtaining 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 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner 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 Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner 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. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, 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 5.04.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 13.03; and,

- c. 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.
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 Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - 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 as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. 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 in the Contract Documents, or was not

shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; 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 advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner 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. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, 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. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - 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 13.03;
    - c. 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; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner 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; or
  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 Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner 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 Owner 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 Owner 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- 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 Owner 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. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner 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 or 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 5.06.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 5.06.I shall obligate Owner 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 Owner 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 5.06.J shall obligate 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 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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**ARTICLE 6 – BONDS AND INSURANCE****6.01 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 all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

**6.02 Insurance—General Provisions**

- A. Owner 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 Owner 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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the

policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect 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 shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to



industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) 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 Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *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 full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed 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.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* 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 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an

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employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers 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. Owner 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 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 Subcontractors, all individuals or entities identified in the Supplementary Conditions as 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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner 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:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, 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 any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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**6.07** *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 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 6.05 shall 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, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES****7.01** *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

**7.02** *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 at all times maintain good discipline and order at the Site.
- B. 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 shall 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 Owner's written consent, which will not be unreasonably withheld.

**7.03** *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 shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. 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 shall 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.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, 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 material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it 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) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it 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

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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 shall result in any change in Contract Price. The Engineer’s denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall 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 that specified, and
      - 3) be suited to the same use as that 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 Owner 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 that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall 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 Owner. 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:* Owner 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 Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities 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, Owner may not require Contractor to retain any Subcontractor, Supplier, or other



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- individual or entity 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 Owner the identity of the proposed Subcontractor or Supplier (unless Owner 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 Owner unless Owner raises a substantive, reasonable objection within five days.
  - E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
  - F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
  - G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner 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 fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
  - J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
  - K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
  - L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
  - M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to

the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner 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.

#### 7.07 *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 a particular 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 Owner 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 shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner 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 Owner 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.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner 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

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of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *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.

7.10 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner 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 Owner 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 shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give 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 Owner 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 notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *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.

7.12 *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.

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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.
- B. 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. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.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 Owner 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).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall 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.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified 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
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall 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 submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data

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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.D.

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.D.
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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 shall 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.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 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, shall 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, Sample, or other submittal shall 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.D.4.

E. *Resubmittal Procedures:*

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 submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner 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 Owner 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom 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 Owner 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 shall 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.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations,



specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

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**8.02** *Coordination*

- A. If Owner 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 Owner'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, Owner shall have sole authority and responsibility for such coordination.

**8.03** *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible 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, or both. 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 shall 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. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner 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 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. 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 Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. 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, Owner, 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 Owner 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

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

- A. Owner 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 shall be that of the former Engineer.

### 9.03 *Furnish Data*

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

### 9.04 *Pay When Due*

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

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner'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.

### 9.06 *Insurance*

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

### 9.07 *Change Orders*

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

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9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner 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. Owner 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. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *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 Owner, 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 Owner 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 Owner informed of the progress of the Work and will endeavor to guard Owner 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 10.08. 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.

10.03 *Project Representative*

- A. If Owner 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 Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *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 13.03.

10.07 *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 Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *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, shall 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 Paragraph 15.06.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 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

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

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not 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, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* 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 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any

Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: 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 Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner 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 shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate 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.

#### 11.03 *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 14.05.

#### 11.04 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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 13.03); or
  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 11.04.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 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five 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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.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 five 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 Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.



1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the 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 an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, 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 in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

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**11.08 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****12.01 Claims**

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 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.
- 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 shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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 shall 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, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall 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 shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner 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 shall 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 Owner 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 shall 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 shall be incorporated in a Change Order 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

### 13.01 *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 13.01 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. 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 Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall 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 Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, 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, shall be included in the above to the extent authorized by Owner.

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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, 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 Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 6.05), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. 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.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 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 Owner and Engineer.

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- 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 on account of any of the foregoing will be valid.
  - C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *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 Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK****14.01 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will 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 therewith as applicable.

**14.02 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. Owner 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 Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- 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. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, 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 shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *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 notice of all defective Work of which Owner 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 Owner'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 Owner 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 Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner 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 Owner'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 shall 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 Owner 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 Owner.

#### 14.05 *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 Owner 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, or both, 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.

14.06 *Owner 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 Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner 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.

14.07 *Owner 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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 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 Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### 15.01 *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 on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. 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 Owner, 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 Owner, 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;

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- 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 13.03, 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 Owner or entitle Owner 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, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner 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 Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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- 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 Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of 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. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner 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. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated 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 Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner 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. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *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 Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner 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 Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, 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 Owner a preliminary certificate of Substantial Completion which shall 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. Owner shall have seven 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 Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner 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 Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner'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 Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner'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. Owner 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.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner 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 Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner 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, Owner, 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 Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 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 6.05 regarding builder's risk or other property insurance.

#### 15.05 *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 Owner 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.

#### 15.06 *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

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documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall 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 Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) 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 15.06.A.2 and as approved by Owner, 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 Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner'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 Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. 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 ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. 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. *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.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including

but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *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 terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, 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 therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. 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.
- D. 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.



- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner 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 Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner 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 Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven 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 Owner proceeds as provided in Paragraph 16.02.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 Owner, 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 Owner. Such claims, costs, losses, and damages incurred by Owner 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, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, 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 on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *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 Owner 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) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- 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 Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner 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

### 17.01 *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; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  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

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *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.

### 18.03 *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

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repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner 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.

18.05 *No Waiver*

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

18.06 *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 or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

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

18.08 *Headings*

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

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MONITORING WELLS CONSTRUCTION PROJECT

CIP #GA-2402

Document 00 73 00

Marina Coast Water District

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**I. General**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, Document 00 72 00 (EJCDC® C-700, 2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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**II. Specific Items****ARTICLE 1 – DEFINITIONS AND TERMINOLOGY***SC-1.01 Defined Terms*

The Terms "Owner", "District" and "MCWD" shall be used interchangeably and shall have the same meaning.

**ARTICLE 2 – PRELIMINARY MATTERS***SC-2.01 Copies of Documents*

A. Owner shall furnish to Contractor 5 copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE***SC-3.01 Intent*

A. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders, Field Orders or Work Change Directives
2. Permits from Agencies having jurisdiction
3. Addenda
4. Department of Water Resources Sustainable Groundwater Management Act Implementation Grant Requirements (Appendix A)
5. Department of Water Resources Sustainable Groundwater Management Act Implementation Grant Supplementary (00 73 50)
6. Supplementary Conditions (Document 00 73 00)

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7. Technical Specifications
  8. Drawings
  9. Agreement (Document 00 52 00)
  11. General Conditions (Document 00 72 00)
  12. Contractor's Bid Forms (Documents 00 41 00 to 00 45 38)
  13. Standard Specifications
  14. Standard Plans (Drawings)
  15. Reference Documents Re
- B. With respect to the Drawings, the order of precedence shall be as follows:
1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda, Change Orders, Field Orders or Work Change Directives govern over Contract Drawings, with the most recent governing over earlier changes
  4. Contract Drawings govern over Standard Drawings
  5. Contract Drawings govern over Shop Drawings

#### **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

##### *SC-4.01 Use of Site and Other Areas*

- A. Contractor shall submit copies of all agreements made with property owners for property use related to this project such as material and/or equipment storage, material disposal, etc.

##### *SC-4.02 Subsurface and Physical Conditions*

- A. Drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) that are known to Owner are attached as Appendices.
1. None of the contents is Technical Data on whose accuracy Contractor may rely.

##### *SC-4.03 Hazardous Environmental Conditions*

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

##### *SC-4.04 Environmental Reports*

- A. This project qualifies for a **Notice of Exemption (NOE)** under the California Environmental Quality Act (CEQA). The Notice of Exemption is currently in process and will be finalized prior to the issuance of the Notice to Proceed (NTP).



No additional environmental reports are anticipated. However, should any unforeseen environmental compliance requirements arise, the project schedule will be adjusted accordingly to accommodate them.

Bidders should proceed with their bids based on the assumption that the project has satisfied all environmental compliance obligations under CEQA through the NOE. Updates regarding the NOE process, if necessary, will be communicated through an addendum.

**ARTICLE 5 – BONDS AND INSURANCE**

*SC-5.01 Insurance—General Provisions*

- A. Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance shall be provided on policy forms acceptable to the Owner (Accord Form 25-S or equivalent), signed by the insurer’s representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer’s representative. Each policy shall contain a cross liability or severability of interest clause or endorsement.
- C. "Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance."

*SC-5.02 Contractor’s Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

|  |                        |
|--|------------------------|
| State:   | <u>Statutory</u>       |
| Federal, if applicable (e.g., Longshoreman’s):   | <u>Statutory</u>       |
| Jones Act coverage, if applicable:   |                        |
| Bodily injury by accident, each accident   | \$ <u>N/A</u>          |
| Bodily injury by disease, aggregate  | \$ <u>N/A</u>          |
| Bodily injury, each accident   | \$ <u>2,000,000.00</u> |
| Bodily injury by disease, each employee  | \$ <u>2,000,000.00</u> |
| Bodily injury/disease aggregate  | \$ <u>2,000,000.00</u> |
| For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either | \$ <u>N/A</u>          |

the worker's compensation or commercial general liability policy with a minimum limit of: \_\_\_\_\_

Foreign voluntary worker compensation

Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.0 of the General Conditions:

General Aggregate \$ 5,000,000.00

Products - Completed Operations Aggregate \$ 5,000,000.00

Personal and Advertising Injury \$ 5,000,000.00

Each Occurrence (Bodily Injury and Property Damage) \$ 5,000,000.00

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000.00

Each accident \$ 2,000,000.00

Property Damage:

Each accident \$ 2,000,000.00

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000.00

General Aggregate \$ 2,000,000.00

5. Contractor's Pollution Liability:

Each Occurrence \$ 2,000,000.00

General Aggregate \$ 2,000,000.00

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

- a. Owner's Construction Manager – EKI Environment and Water Inc.

- b. City of Marina, CA
- c. California State University Monterey Bay
- d. County of Monterey

7. Contractor's Professional Liability:

|                  |                        |
|------------------|------------------------|
| Each Claim       | \$ <u>2,000,000.00</u> |
| Annual Aggregate | \$ <u>2,000,000.00</u> |

8. All insurance maintained by the Contractor shall include coverage for work in and around areas of with munitions and explosives of concern, or claims, damage or injury which arise from munitions or explosives of concern.

*SC-5.03 Property Insurance*

- A. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
1. Owner's Construction Manager – EKI Environment and Water Inc.
  2. City of Marina, CA
  3. California State University Monterey Bay
  4. County of Monterey
  5. The California State Department of Water Resources, its officers, its agents, employees, and servants.

**ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

*SC-6.01 Labor; Working Hours*

1. Owner's legal holidays are:
  - a. New Year's Day
  - b. Martin Luther King Day
  - c. President's Day
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Veterans Day
  - h. Thanksgiving Weekend (Thursday and Friday)
  - i. Working Day immediately preceding Christmas Day
  - j. Christmas Day

*SC-6.02 Permits*

- A. The Owner shall provide the following permits:
1. CEQA Environmental Documentation Notice of Exemption (NOE)
  2. Construction easement / right of entry
  3. USACE Nationwide Permit

*SC-6.03 Laws and Regulations*

## A. Public Contract Provisions

1. The Contractor is responsible for his own compliance, and is responsible for all Subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the employment of apprentices, and hours of work, all as set forth in Section 1170 through Section 1815 of that Code. Those requirements are set forth below.
2. Payment of Prevailing Wages
  - a. Pursuant to Sections 1774 and 1775 of the Labor Code, unless the contract price is under \$1,000.00, the Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this Contract. Failure to so comply will result in a fine of \$25.00 per day per violation, and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
  - i. Pursuant to Section 1773.2 of the California Labor Code, the District has on file at its principal office, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the contract, and a copy shall be available to any interested party upon request.
  - j. The Contractor shall obtain and post copies of the prevailing per diem wage rates at the job site during the term of this project.
  - k. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with the project, and such other information as required by law, and such payroll records shall be certified and made available for inspection and release all in accordance with Labor Code Section 1776 and 8 California Code of Regulations Section 16000 et seq. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The Contractor shall file with the District certified copies of its and all its subcontractors' payroll records within thirty (30) calendar days after completion of each payroll period at no cost to the District.

- i. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall also be paid to each workman needed to execute such work if such travel and subsistence payments are set forth in the applicable collective bargaining agreements and filed with the Department of Industrial Relations thirty (30) days prior to the call for bids.
    - m. Unless the Contract amount is under \$30,000 or will be completed in less than twenty (20) days (or if this Contract involves a specialty contractor under \$2,000 or less than 5 days) the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to appreciable crafts or trades as applicable under Section 1777.5.
    - n. The Contractor shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under this contract by the Contractor or by any subcontractor under the Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. Labor Code Section 1775.
    - o. Required California Department of Industrial Relations provisions:
      - No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
      - No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
      - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
    - p. The Contractor certifies that the Contractor and all subcontractors for this public works project have been registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
    - q. The District shall not recognize any claim for additional compensation from the Contractor because of the payment by the Contractor of any wage rate in excess of the prevailing rate of per diem wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not, under any circumstances, be considered as the basis of a claim against the District under this contract.
3. Hours of Labor
  - a. Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any subcontractor in excess of eight hours per day, and forty hours in any one

week, shall be compensated at not less than one and one-half times their basic rate of pay. Violation of this condition shall result in a penalty of \$25.00 per day per workman so underpaid.

4. Unidentified Utilities – Costs (Government Code 4215)
  - a. The District shall be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the construction site, if such utilities are not identified in the plans and specifications for the work. The Contractor shall be compensated for his actual costs of locating, repairing damage not due to his failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work. If the Contractor discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the District and the utility in writing. The Contractor shall not be assessed liquidated damages for delay if caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. The District shall provide a layout of all main lines and existing service laterals. The Contractor shall exercise due care in verifying the locations provided by the District and shall notify the District of site conditions that differ from those indicated.
5. Dispute Resolution Procedures for Claims of Less Than \$375,000
  - a. Sections 20104 - 20104.6 of the Public Contract Code set forth required procedures for the parties to resolve claim disputes involving less than \$375,000, including the presentation of written claims with substantiating documents on or before the date of final payment, requests for additional documentation, time limits for responding to written claims, and requiring a conference to meet and confer; and also relating to filing a claim before suit, and required arbitration provisions in the event of a civil action filed to resolve the claim. All of such procedures, time limits and requirements shall be complied with if such Code sections are applicable to disputed claim.
6. Assignment of Antitrust/Unfair Business Practice Claims
  - a. Pursuant to Public Contract Code Section 7103, Contractor and any subcontractors supplying goods, services or materials under this contract agree to assign District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or the subcontract.
7. Substitution of Securities for Retention. Pursuant to Public Contract Code Section 22300 and upon Contractor's request, the District will make payments into escrow of funds which would otherwise be retained from progress payments under the payments to contractor provisions in the Agreement and the Supplementary and General Conditions if the Contractor deposits into that escrow securities eligible for investment under Public Contract Code Section 22300 (hereafter collectively referred to as "securities"), upon the following terms and conditions:

- a. The escrow agent shall be either the District Treasurer or a state or federal chartered bank acceptable to the District.
- b. The Contractor shall bear all expenses of the District and of the escrow agent in connection with the escrow.
- c. The fair market value of the securities shall be at least equal to 100 percent of the cash amount withheld as retention under the contract and the amount of the required securities shall be adjusted from time to time based upon changes in the fair market value of the securities on deposit with the escrow agent. Such securities shall be valued by the District Treasurer whose decision on valuation of the securities shall be final.
- d. The Contractor shall enter into an escrow agreement substantially similar in form to that prescribed in Public Contract Code Section 22300.
- e. The Contractor shall obtain the written consent to the escrow agreement of the surety or sureties furnishing Contractor with its performance and payment bonds.

*SC-6.04 Safety and Protection*

- A. In carrying out his/her work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks; confined space procedures; trenching and shoring; fall protection; and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.
- B. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.
- C. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the

registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- D. Trench Excavation: Approval of Plan for Protection from Caving
1. If the contract involves an estimated expenditure of more than \$25,000, for the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit, for acceptance and approval by the District or its designated engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provision to be made for worker protection from the hazard of caving ground during such excavation, all in accordance with Labor Code Section 6705.
- E. Excavations Deeper than Four Feet Involving Hazardous Wastes or Materially Different Site Conditions
1. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface:
    - a. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the District, in writing, of any:
      - (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
      - (2) Subsurface or latent physical conditions at the site differing from those indicated;
      - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
    - b. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the procedures described in the Agreement.
    - c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by contract or by law, which



pertains to the resolution of disputes and protests between the contracting parties.

*SC-6.05 Shop Drawings, Samples and Other Submittals*

1. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

*SC-6.06 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 Owner and Engineer, and the officers, directors, 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 performance of the Work or the failure, neglect or refusal of the Contractor to perform the Work and all obligations under the Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom 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.

**ARTICLE 7 – OTHER WORK AT THE SITE**

*SC-7.01 Other Work*

Owner is aware of no Other Work at the Site which is planned by others and relates to the Work contemplated by these Bidding Documents.

**ARTICLE 8 – OWNER'S RESPONSIBILITIES**

*SC-8.01 Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative may be the Engineer's consultant, agent, or employee, or MCWD's project engineer. The authority and responsibilities of Owner's Site Representative follow: to be determined and provided to contractor at the Preconstruction Conference Meeting.

**ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION***SC-9.01 Project Representative*

- A. On this Project, by agreement with the Owner, Engineer may furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

**ARTICLE 10 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK***SC-10.01 Amending and Supplementing Contract Documents*

- A. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
  - 1) the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner’s Representative.
  - 2) the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
  - 3) no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
  - 4) no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

*SC-10.02 Change of Contract Times*

- A. Use of Float:
  1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
  2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Assistant Engineer.

**B. Weather Days:**

1. The Contract Time includes a weather day allowance of 15 working days. No extension in Contract Time will be allowed for the first 15 working days lost due to weather conditions.

**ARTICLE 11 - CLAIMS***SC -11.01 Claims Process:*

Claims between the Owner and Contractor shall be addressed as provided by California Public Contract Code Section 9204, which is set forth in its entirety:

Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

1. The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
2. Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
3. For purposes of this section:
  - a. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - ii. Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - iii. Payment of an amount that is disputed by the public entity.
  - b. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
  - c. Public entity definition
    - i. "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
    - ii. "Public entity" shall not include the following:
4. The Department of Water Resources as to any project under the jurisdiction of that department.
5. The Department of Transportation as to any project under the jurisdiction of that department.

6. The Department of Parks and Recreation as to any project under the jurisdiction of that department.
7. The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
8. The Military Department as to any project under the jurisdiction of that department.
9. The Department of General Services as to all other projects.
10. The High-Speed Rail Authority.
  - a. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
  - b. "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
11. Claims process
  - a. Claims review and response
    - i. Upon receipt of a claim pursuant to this Section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
    - ii. The claimant shall furnish reasonable documentation to support the claim.
    - iii. If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to 3 days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
    - iv. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
  - b. Claims dispute
    - i. If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this Section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
    - ii. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the

- public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- iii. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  - iv. Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
  - v. This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- c. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
  - d. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
  - e. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as

to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

12. The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
13. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
14. This section applies to contracts entered into on or after January 1, 2017.
15. Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
16. This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.
17. Claims Process additional requirements:
  - a. Claims asserted by the Owner against the Contractor shall be submitted according to the procedures set forth above.
  - b. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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. Such a claim shall be submitted 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.
  - c. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. m All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
  - d. Mediation:
    - i. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision.
18. Claims of \$375,000 or less shall be resolved in accordance with California Public Contract Code Section 20104 et seq. unless Owner elects to resolve the dispute in accordance with California Public Contract Code Section 10240 et seq.

**ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK***SC-12.01 Allowances*

- A. *Reimbursement Allowance*: Contractor agrees that a reimbursement allowance, if any, is for reimbursement of the actual cost or fee for which it is designated (typically permits), without additional markup for overhead, profit or handling. If the Owner includes a reimbursement allowance in the Bid Form, the Owner will establish its value.

*SC-12.02 Unit Price Work*

- A. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

**ARTICLE 13 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD***SC-13.01 Progress Payments*

1. Engineer will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, 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.

*SC 13.02 Substantial Completion*

1. To be considered substantially complete, all Work must be operational and ready for Owner's continuous use as intended.
2. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**ARTICLE 14 – FINAL RESOLUTION OF DISPUTES**

*SC-14.01 Methods and Procedures*

- . resolve claims of \$375,000 or less pursuant to California Public Contract Code Section 20104 et seq., unless Owner elects to resolve the dispute pursuant to California Public Contract Code Section 10240 et seq.

**ARTICLE 15 – MISCELLANEOUS**

*SC-15.01 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 in accordance with California Commercial Code, Section 1101 et seq., and as indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

*SC-15.02 Controlling Law*

- A. This Contract shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.



**DEPARTMENT OF WATER RESOURCES SUSTAINABLE GROUNDWATER MANAGEMENT ACT  
IMPLEMENTATION GRANT SUPPLEMENTARY**

**1. Project Access.** CONTRACTOR shall ensure that the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement.

**2. Project Records.** CONTRACTOR and its subcontractors shall maintain separate books, records and other material relative to Project. CONTRACTOR shall maintain such records for a minimum of three (3) years after Project Completion. CONTRACTOR and its subcontractors shall make such books, records, and other material available at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Department of Water Resources, the Bureau of State Audits, the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. CONTRACTOR shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. CONTRACTOR agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of the Agreement. The provisions of this section shall survive the expiration or termination of the Agreement.

**3. Project Sign.** CONTRACTOR shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from CA Department of Water Resources):



**CALIFORNIA DEPARTMENT OF  
WATER RESOURCES**

“Funding for this has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal, Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources.”

The Project sign shall include Owner's required promotional information, if any, and shall ensure that the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

**4. Compliance with Laws, Regulations, etc.** CONTRACTOR shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, CONTRACTOR shall:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of the Agreement;

**5. Environmental Requirements. (Removed)****6. Federal Disadvantaged Business Enterprise (DBE) Reporting. (Not Applicable)****7. State Non-Discrimination Provisions.**

(a) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(b) CONTRACTOR, and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

**8. State Water Resource Board Excluded Parties Prohibition. (Removed)****9. State Fair Employment and Housing Act.**

(a) CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(b) 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.

(c) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**10. State Department of Water Resources Rights in Data.** CONTRACTOR agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. As to any work which is copyrighted by MCWD, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

**11. Public or Media Events. (Removed)**

**12. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. (Removed)**

**13. Conflict of Interest.** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. CONTRACTOR shall disclose to MCWD, for submission to State Department of Water Resources, any potential conflict of interest consistent with statutes, but are not limited to, Government Code section 1090 and Public Contract Code Sections 10410 and 10411, for State conflict of interest requirements.

**14. Copyright and Patent. (Removed)**

**15. Credit.** CONTRACTOR agrees, and shall work with MCWD to ensure, that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

“Funding for this has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal, Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources.”

**16. Electronic and Information Technology Accessibility.** CONTRACTOR is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

**17. Trafficking in Persons (Removed)****18. Super Cross-Cutters. (Removed)****19. Federal Non-Discrimination Requirements - Executive Order No. 11246. (Removed)****20. Disadvantaged Business Enterprises (40 CFR Part 33). (Not Applicable)**

**21. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368.** Except where the purpose of this Agreement is to remedy the cause of the violation, CONTRACTOR may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>

**22. Debarment and Suspension Executive Order No. 12549 (1986). (Removed)****23. Secured Connections. (Removed)****24. Anti-Lobbying Provisions (40 CFR Part 34). (Not Applicable)**

**25. Drug-Free Workplace Certification. Certification of Compliance: Contractors or Subcontractors certify, under penalty of perjury under the laws of the State of California,**

**compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug free workplace by taking the following action:**

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355.
- Establish a Drug-Free Awareness Program, as required by Government Code section 8355.

**26. Labor Code Compliance. The owner, contractor, and subcontractors will be bound by all provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement assure that the prevailing wage provisions of the Labor Code are being met. Current DIR requirements may be found at:**

**<http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.**

- The owner, contractor, and subcontractors affirms that all parties are aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and affirms that all employers will comply with such provisions before commencing the performance of the work under this Agreement.

**EXHIBIT 1****DBE PROVISIONS**

Compliance with the requirements of this document and submission of the required bid forms satisfies the Disadvantaged Business Enterprise (DBE) requirements for this construction contract. **Failure to take the six (6) affirmative steps listed under Good Faith Effort Requirements, prior to bid opening shall cause the bid to be rejected as a non-responsive bid.**

CONTRACTOR advises potential bidders that the project will be funded in whole or part with federal loan or grant funds through the California Safe Clean Water State Revolving Fund, and, therefore federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 – Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).

The DBE rule requires that responsive bid shall conform with “Good Faith Efforts” to increase DBE awareness of procurement opportunities through race/gender neutral efforts. Race/gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance. Bidder agrees that it will cooperate with and assist the CONTRACTOR and OWNER in fulfilling the DBE Good Faith Effort Requirement achieving “fair share objectives” and will exercise “Good Faith Efforts” to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the bidder shall, in the selection of any and all subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative “Good Faith Efforts” steps:

**Good Faith Effort Requirements**

1. Include disadvantaged business enterprises on solicitation lists.
2. Assure that disadvantaged business enterprises are solicited whenever they are potential sources, in a way that encourages and facilitates their participation in the competitive process.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged business enterprises.
4. Establish delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged business enterprises.
5. Use the services and assistance of the Small Business Administration and the U.S. Minority Business Development Agency, as appropriate; and
6. If any contractor awards sub-agreements, require the contractor to take the affirmative steps in paragraphs (1) through (5) of this section.

**Other Requirements:**

1. The apparent successful low bidder must submit documentation showing that, prior to bid opening, the required “Good Faith Efforts” were made.

2. If the apparent successful low bidder is rejected or considered as non-responsible and/or has any non-responsive low DBE sub-bidder, a complete explanation must be provided to the CONTRACTOR.
3. If additional procurement becomes necessary after the award of the prime contract, the "Good Faith Efforts" shall be applied.
4. Failure of the apparent low bidder to perform the six affirmative "Good Faith Efforts" steps prior to bid opening will lead to its bid being declared non-responsive by MCWD. MCWD may then award the contract to the next low responsive, responsible bidder meeting the requirements of these contract provisions.
5. Prime contractor must pay its subcontractor(s) for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.
6. Bidder's List- Contractor must create and maintain, and submit to MCWD, a Bidders List. The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs. Information retained on the Bidder's List must include the following:
  - a. Entity's name with point of contact;
  - b. Entity's mailing address and telephone number;
  - c. The project description on which the entity bid or quoted and when;
  - d. Amount of bid/quote; and
  - e. Entity's status as a DBE or non-DBE.

#### **Semiannual DBE Utilization Reporting**

In order to fulfill federal reporting requirements, the selected prime contractor must, using the MBE/WBE Utilization form to be provided by MCWD, report to MCWD on a semiannual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise subcontractor/supplier/vendors. MCWD will compile all MBE/WBE Utilization reports from prime contractor(s) and sub-contractor(s) into one report and submit to CDPH by April 15 and October 15 of each year until the last claim is submitted.

**END OF DOCUMENT**

**Work Change Directive No.**

Date of Issuance:

Effective Date:

Owner: Marina Coast Water District

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

Non-agreement on pricing of proposed change.

Necessity to proceed for schedule or other Project reasons.

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

Contract Price \$ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

Lump Sum

Unit Price

Cost of the Work

Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

**Change Order No.** \_\_\_\_\_

Date of Issuance:

Effective Date:

Owner: Marina Coast Water District

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

| CHANGE IN CONTRACT PRICE   | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>   |
|--|---|
| Original Contract Price:<br>\$ _____   | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates  |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>\$ _____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>\$ _____                                       | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                              |
| [Increase] [Decrease] of this Change Order:<br>\$ _____                                      | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                             |
| Contract Price incorporating this Change Order:<br>\$ _____                                  | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates                         |

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (if required)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



Date of Issuance:

Effective Date:

Owner: Marina Coast Water District

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

|                  |                        |
|------------------|------------------------|
| Reference: _____ | _____                  |
| Specification(s) | Drawing(s) / Detail(s) |

Description:

Attachments:

ISSUED:

RECEIVED:

|                                 |                                   |
|---------------------------------|-----------------------------------|
| By: _____                       | By: _____                         |
| Engineer (Authorized Signature) | Contractor (Authorized Signature) |

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to: Owner

## SECTION 01010

### SUMMARY OF WORK AND CONTRACT CONSIDERATIONS

#### PART 1 – GENERAL

##### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project includes: installation of new monitoring wells and surface completions all to make complete and fully operable systems as specified in the Contract Documents.

##### 1.02 TYPE OF CONTRACT

- A. The Work covered by these Contract Documents shall be provided under a single lump sum Contract.

##### 1.03 WORK UNDER OTHER CONTRACTS (N.I.C. – NOT USED)

##### 1.04 OWNER-FURNISHED AND INSTALLED ITEMS (N.I.C. – NOT USED)

##### 1.05 OWNER-FURNISHED CONTRACTOR INSTALLED ITEMS (O.F.C.I. – NOT USED)

##### 1.06 ITEMS ORDERED IN ADVANCE (NOT USED)

##### 1.07 PROVISIONS FOR FUTURE WORK (NOT USED)

##### 1.08 WORK SEQUENCE (NOT USED)

##### 1.09 EARLY PARTIAL OCCUPANCY AND USE BY OWNER (NOT USED)

##### 1.10 CONTRACTOR'S USE OF SITE AND OWNERS CONTINUED OPERATIONS

- A. The Contractor shall confine his use of the site for work and storage to the work areas shown on the contract drawings. The Contractor's use of adjacent lands and roads for access to move onto and off of the site and for daily access of workers, material and equipment shall be arranged and scheduled to minimize interference with the Owner's continued operations.
- B. Not Used.
- C. The Contractor shall be responsible for maintaining safe emergency exiting for the Owner's and Contractor's personnel in all areas affected by the Contractor's work.

##### 1.11 DOCUMENTING EXISTING

- A. Prior to commencing the Work, tour the site with the Owner and the Engineer. Examine and document photographically and in writing the condition of existing buildings, equipment, improvements, and landscape planting on or adjacent to the work sites. This record shall serve as a basis for determination of subsequent

damage due to the Contractor's operations and shall be signed by all parties making the tour. Record existing conditions on a DVD.

1.12 SHUTDOWN OF EXISTING UTILITIES, SERVICES OR OPERATIONS

- A. Obtain the Owner's approval prior to the shutdown of any utility, service or operation of any existing facility. Give 48-hour notice and make appropriate arrangements with utility owners and other affected parties prior to shutdown of any utility service.
- B. Schedule utility service or operations shutdowns for periods of minimum use and at the Owner's convenience. Have all required material, equipment and workers on site prior to beginning any work involving a possible shutdown. Perform work as required to reduce shutdown time to the minimum. In some cases, this may require increased numbers of workers and/or premium time night or weekend work.
- C. The Contract Price shall include the cost of additional workers and premium time work required to minimize the impact of utility service or operations shutdowns when shutdowns are specified to be completed outside of normal working hours.

1.13 ALLOWANCES (NOT USED)

1.14 SCHEDULE OF VALUES

- A. Specific provisions are described in Article 2, paragraph 2.03 of the General Conditions.
- B. The Contractor's Schedule of Values shall be in a form acceptable to the Engineer and Owner and have at least the following level of detail: a separate line item for each technical specification section, for each work task with a value of greater than \$10,000, for site mobilization, for Construction Scheduling, for bonds and insurance, for final cleanup and demobilization, and for final deliverables. Subdivide final deliverables into: Record Drawings; Operation and Maintenance Manuals with Parts Lists; and Special Guarantees. Include the appropriate specification section and paragraph number for each line item. Where appropriate, subdivide major trades or portions of the work into multiple line items that relate to observable milestones to aid monthly progress evaluations in accordance with the following example:

- Concrete Work
  - Foundations
  - Slab on grade
  - First floor walls and columns
  - Second floor beams and slabs
  - Second floor walls and columns, etc.

1.15 APPLICATION FOR PAYMENT

- A. Applications for Payment may be made only as described in General Conditions, Article 15. Line items on the Application for Payment shall be the same as those used on the Schedule of Values. Applications for Payment shall contain the Contractors Certification required by General Conditions, Article 15.

1.16 UNIT PRICE WORK

- A. When the Contract Documents include Unit Price Work, the Contract Price shall include an amount equal to the sum of Unit Prices bid for each item times the estimated quantity for that item listed on the Bid Form.
- B. The estimated quantities listed on the Bid Form are not guaranteed to be accurate but are intended solely to determine a Contract Price. If actual quantities differ from estimated quantities by more than plus or minus 25% the unit prices may be adjusted by negotiation. Payment to the Contractor shall be based on actual quantities for each type of work as determined by the Engineer from certified quantity surveys or measurements submitted by the Contractor.
- C. For the purpose of determining quantities for payment, the Contractor shall submit certified surveys by a licensed surveyor or other certified measurements of quantities to the Engineer with each application for payment. The Engineer will determine the quantities for payment based on data submitted by the Contractor and the Engineer's written determination shall be final unless appealed within 14 days under Article 13 of the General Conditions.
- D. Unit Prices shall include all of the Contractor's cost including overhead and profit.

#### 1.17 CONTRACT MODIFICATIONS

- A. Methods of modifying the Contract Documents are covered in the Special Provisions.
- B. The following documents may be used by the Engineer:
  - 1. Request for Quotation: Issued by the Engineer, a Request for Quotation is used to describe a proposed change and request a cost quotation from the Contractor but does not authorize a change in the Work or in the Contract Time or Price.
  - 2. Change Order: Signed by the Engineer signifying its recommendation, and signed by the Contractor and Owner signifying their acceptance, a Change Order changes the Scope of Work and possibly the Contract Price and/or Contract Time.
  - 3. Work Directive Change: Signed by the Owner (and in some cases by the Contractor) signifying their acceptance and issued by the Engineer, a Work Directive Change is used: (1) to direct the Contractor to do extra work on a cost accounting basis with a fixed maximum sum when the Owner and Contractor have not agreed on the price and time for the change, and (2) to direct the Contractor to do work that the Contractor contends is not included in the contract scope. Work done under case 1 will be converted to a Change Order when the Contractor and Owner agree on the change in price and time. The Contractor may make a claim under General Conditions for recovery of cost and time extension for work done under case 2; but if the claim is denied because the work is determined to be included in the contract scope, then the Contract Time and Price will not be changed. Work done under both cases 1 and 2 shall be done in accordance with the requirements for work done on a cost accounting basis described in the General Conditions.
  - 4. Response to Request for Information: Issued by the Engineer, a Response to Request for Information is used to order or document minor changes in the work consistent with the intent of the Contract Documents and NOT involving a

change in price or time. Information issued on a Response to Request for Information shall NOT authorize a change in Contract Price or Contract Time and shall not be considered a Constructive Change Order. If the Contractor considers that a Response to Request for Information would cause a change in Contract Price or Time, it shall notify the Engineer in writing within 15 days of receipt of the Response to Request for Information and shall not proceed with the work. See General Conditions.

5. The Contractor hereby expressly waives any claim or right to make a claim for an increase in contract time or price without written notice to the Engineer of the Contractor's intent to make a claim 5 days prior to proceeding to execute the work or portion thereof giving rise to such claim. See General Conditions.
6. The Contractor agrees that it shall not consider any Response to Request for Information, order, instruction, clarification, suggestion or any other communication either written or oral, given intentionally or unintentionally by the Engineer, Owner or any other person as authorization or direction to do any work that would cause a change in Contract Time or Price unless it is a formal written Change Order or Work Directive Change signed by the Owner.

#### 1.18 REGULATORY REQUIREMENTS

- A. The codes and regulations together with local amendments when applicable adopted by the State and other governmental authorities having jurisdiction shall establish minimum requirements for this project.
- B. The latest edition of the requirements in effect at the date of submission of bids shall apply.
- C. General Conditions covers the Contractor's responsibility to comply with laws and codes applicable to Means and Methods for performing the Work.
- D. General Conditions covers the Contractor's responsibility to report code deficiencies in the design to the Engineer prior to proceeding with the Work.
- E. Paragraphs addressing Pre-Engineered Systems and Performance Specifications in other Sections cover the Contractor's responsibility to comply with code requirements when (1) performance specifications are used to describe all or portions of Work or items and (2) when pre-engineered (contractor designed) systems are specified.
- F. In cases where the Contract Documents are more restrictive than applicable codes, the Contractor shall comply with the Contract Documents.

#### 1.19 REFERENCE STANDARDS

- A. When these specifications state that Work or tests shall conform to specific provisions in a referenced standard, specification, code, recommendation or manual published by an association, organization, society or agency the referenced provisions, as they apply to the Work of the Contractor only shall be considered a part of these specifications as fully as if included in total. When these specifications or applicable codes contain higher or more restrictive requirements than those contained in reference standards these specifications or applicable codes shall govern.

- B. The latest edition of a referenced standard published at the time of submission of bids shall apply unless a specific date for the referenced standard is cited in these specifications.
- C. General provisions in referenced standards, specifications, manuals or codes shall not change the specific duties and responsibilities between any of the parties involved in this work from those described in the General Conditions. Provisions in referenced standards with regard to measurement and payment shall not apply to this Work unless specifically cited. See General Conditions.

1.20 PROJECT SIGN (NOT USED)

1.21 SPECIFICATION LANGUAGE AND STYLE

- A. Many parts of the Specifications as well as notes on the Drawings are written in the active voice and are addressed to the Contractor.
  - 1. When words or phrases requiring an action or performance of a task are used, it means that the Contractor shall provide the action or perform the task. For example: provide, perform, install, furnish, erect, connect, test, operate, adjust or similar words mean that the Contractor shall perform the action or task referred to.
  - 2. When words or phrases requiring selection, acceptance, approval, review, direction, designation or similar actions are referred to, it means that such actions are the Owner's or the Engineer's prerogative and that the Contractor must obtain such action before proceeding.
- A. Requirements in the Specifications and Drawings apply to all work of a similar type, kind or class even though the word "all" or "typical" may not be stated.
- B. In the event that the phrase "or equal" is not included for a product or equipment suppliers, the Contractor will be allowed to submit an "or equal" for approval of Engineer.
- C. Underwriters Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Safety labeling and listing by other organizations, such as ETL Testing Laboratories, Factory Mutual (FM) or other nationally recognized entity may be substituted for UL labeling and listing if approved by the Engineer.

1.22 DEFINITIONS

- A. The following terms, when used in the Contract Documents, shall have the meanings listed:

|            |  |
|------------|--|
| ACCEPTABLE | "acceptable to the Engineer"   |
| PERFORM    | "perform all operations required to complete the work referred to in accordance with the intent of the Contract Documents"   |
| PROVIDE    | "furnish and install the work referred to including proper anchorage, connection to required utilities or other work, testing, adjustment and startup ready to put in service and perform the intended function" |

|              |  |
|--------------|--|
| REQUIRED     | "required by the Contract Documents or required to complete the Work and produce the intended results"   |
| SATISFACTORY | "acceptable to the Engineer"   |
| SHOWN        | "as indicated on the Drawings"   |
| SITE         | "geographical location of the Project and land within the work area shown on the contract drawings and within which the Work will be installed or built" |
| SPECIFIED    | "as written in the Contract Documents including the Specifications and the Drawings"   |
| SUBMIT       | "submit to the Engineer"   |

### 1.23 ABBREVIATIONS

- A. The following acronyms or abbreviations are used in these specifications for the organizations listed.

| <u>Abbreviation</u> | <u>Stands for</u>  |
|---------------------|--|
| AASHTO              | American Association of State Highway and Transportation Officials                           |
| AAMA                | Architectural Aluminum Manufacturers Association   |
| ABMA                | American Boiler Manufacturers Association  |
| ACI                 | American Concrete Institute  |
| ADC                 | Air Diffusion Council  |
| AGA                 | American Gas Association   |
| AGMA                | American Gear Manufacturers Association  |
| AI                  | Asphalt Institute  |
| AISC                | American Institute of Steel Construction   |
| AISI                | American Iron and Steel Institute  |
| AITC                | American Institute of Timber Construction  |
| AMCA                | Air Moving and Conditioning Association  |
| ANSI                | American National Standard Institute (formerly United States of America Standards Institute) |
| APA                 | American Plywood Association   |
| API                 | American Petroleum Institute   |
| APWA                | American Public Works Association  |
| AREA                | American Railway Engineering Association   |
| ASCE                | American Society of Civil Engineers  |
| ASHRAE              | American Society of Heating, Refrigerating and Air Conditioning Engineers                    |
| ASME                | American Society of Mechanical Engineers   |
| ASTM                | American Society for Testing and Materials   |
| AWPA                | American Wood-Preservers' Association  |
| AWS                 | American Welding Society   |
| AWWA                | American Water Works Association   |
| CAGI                | Compressed Air and Gas Institute   |
| CAL/OSHA            | State of California Department of Industrial Relations, Division of Industrial Safety        |
| CAL TRANS           | California Department of Transportation  |
| CBC                 | California Building Code   |
| CBM                 | Certified Ballast Manufacturers  |
| CBR                 | California Bearing Ratio   |
| CI                  | Chlorine Institute   |

| <u>Abbreviation</u> | <u>Stands for</u>   |
|---------------------|---|
| CISPI               | Cast Iron Soil Pipe Institute   |
| CMAA                | Crane Manufacturers Association of America  |
| CPSC                | Consumer Products Safety Commission   |
| CRA                 | California Redwood Association  |
| CRSI                | Concrete Reinforcing Steel Institute  |
| CS                  | Commercial Standards for the U.S. Department of Commerce  |
| CTI                 | Cooling Tower Institute   |
| DFPA                | Douglas Fir Plywood Association   |
| EIA                 | Electronic Industries Association   |
| EPA                 | U.S. Environmental Protection Agency  |
| ETL                 | Electronic Testing Laboratory   |
| FM                  | Factory Mutual Insurance Company  |
| FPS                 | Fluid Power Society   |
| FS                  | Federal Specifications  |
| GO 95               | General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction  |
| GO 128              | General Order No. 128, California Public Utilities Commission Rules for Underground Electrical Construction |
| HI                  | Hydraulic Institute   |
| HMI                 | Hoist Manufacturers Institute   |
| IAPMO               | International Association of Plumbing and Mechanical Officials  |
| ICBO                | International Conference of Building Officials  |
| IEEE                | Institute of Electrical and Electronic Engineers  |
| IES                 | Illuminating Engineering Society  |
| IGCC                | Insulating Glass Certification Council  |
| IPCE                | International Power Cable Engineers Association   |
| ISA                 | Instrument Society of America   |
| MCWD                | Marina Coast Water District   |
| NAAMM               | National Association of Architectural Metal Manufacturers   |
| NBS                 | National Bureau of Standards  |
| NCPI                | National Clay Pipe Institute  |
| NEC                 | National Electric Code  |
| NEMA                | National Electrical Manufacturers Association   |
| NETA                | International Electrical Testing Association  |
| NFPA                | National Fire Protection Association  |
| NGVD                | National Geodetic Vertical Datum  |
| NSF                 | National Sanitation Foundation  |
| NWMA                | National Woodwork Manufacturers Association   |
| OSHA                | Occupational Safety and Health Act  |
| PCA                 | Portland Cement Association   |
| REA                 | Rural Electrification Administration  |
| SAMA                | Scientific Apparatus Makers Association   |
| SMACNA              | Sheet Metal and Air Conditioning Contractors National Association   |
| UBC                 | Uniform Building Code   |
| UFC                 | Uniform Fire Code   |
| UMC                 | Uniform Mechanical Code   |
| UPC                 | Uniform Plumbing Code   |
| USDC                | U.S. Department of Commerce   |
| UL                  | Underwriters Laboratories   |
| WCLIB               | West Coast Lumber Inspection Bureau   |



| <u>Abbreviation</u> | <u>Stands for</u>                      |
|---------------------|--|
| WIC                 | Woodwork Institute of California       |
| WQCB                | Water Quality Control Board (Regional) |
| WRCB                | Water Resources Control Board          |

END OF SECTION

## SECTION 01040

### COORDINATION AND PROJECT REQUIREMENTS

#### PART 1 – GENERAL

##### 1.01 PROJECT COORDINATION

- A. Coordinate scheduling, submittals and work of various Sections of the Specifications and subcontractors to assure efficient and orderly sequence of interdependent construction. Provide accommodations for items to be furnished and installed by Owner and labeled "NIC" (not in contract) on the Drawings and for Owner Furnished Contractor Installed items.

##### 1.02 NOT USED

##### 1.03 NOT USED

##### 1.04 ALTERATION PROJECT PROCEDURES

- A. Plan, schedule and perform alteration work as required to minimize impacting the Owner's continued operations.
- B. Schedule utility interruptions, piping connections, and interruption of existing utility services as required to permit continued compliance with regulatory requirements and to meet Owner's flow and processing requirements.
- C. Perform cutting fitting and patching in accordance with provisions in other paragraphs of this Section. Where new work abuts or aligns with existing work perform a smooth even transition. When a smooth unnoticeable transition is not feasible cut existing surfaces along a straight line at a natural dividing point and provide a groove or cover plate as recommended by the Engineer.
- D. Provide new construction in accordance with the technical specifications or if not specified provide new construction matching adjacent or similar existing work in material and finish.

##### 1.05 CONNECTIONS TO UNDERGROUND UTILITIES, CONDUITS, OR PROCESS PIPING

- A. Obtain best available current information on location, identification and marking of existing utilities, piping and conduits and other underground facilities before beginning any excavation. In areas where utilities that participate in Underground Service Alert may occur, call 800-642-2444 in Northern California for information at least 48 hours in advance of beginning work. Give Engineer 24 hours notice before beginning work.
- B. The location of existing utilities and underground facilities known to the Design Engineer are shown in their approximate location based on information available at the time of preparing the Drawings. The actual location, size type and number of utilities and underground facilities may differ from that shown and utilities or underground facilities may be present that are not shown. See General Stipulations

for the Contractor's responsibilities and for differing conditions that warrant a change in Contract Price.

- C. Use extreme care when excavating or working in areas that may contain existing utilities, process piping, conduits, or other underground facilities. Use careful potholing, hand digging and probing to determine the exact location of underground installation. Some locations contain multiple pipes or conduits. Prior to performing any subsurface work, investigate, determine, and prepare a plan to turn off or disconnect each utility believed to be in the within 100 feet of the subsurface work in the event of an accidental breach of a utility conduit.
- D. Where connections to existing utilities or other underground facilities is required or where new piping or conduits may cross or interfere with existing utilities or underground facilities carefully excavate and uncover existing installations to a point 1 foot below the pipe or conduit to determine the actual elevation and alignment. Call the Engineer's attention to differing existing conditions that may require a clarification or change.
- E. Shutdown of existing utilities, services or operations shall be done in accordance with Section 01010.

#### 1.06 FIELD ENGINEERING AND LAYOUT

- A. See General Stipulations regarding reference points provided by Owner.
- B. General Stipulations requires the Contractor to accurately layout the Work including the corners of buildings and other structures and the elevation of every floor, deck, roof, tank bottom, and channel.
- C. Employ a Surveyor to layout all detailed dimensions and elevations from reference points. Use recognized engineering survey methods and documentation techniques.

#### 1.07 PRECONSTRUCTION MEETINGS

- A. Prior to beginning the Work, the Contractor and its key personnel and Subcontractors including the Contractor's Superintendent, Project Manager, and Field Engineer shall attend a meeting with the Owner and the Engineer to discuss the following:
  - 1. Name, Authority, and Responsibilities of Parties Involved
  - 2. Project Procedures:
    - a. Progress meetings
    - b. Correspondence
    - c. Notification
    - d. Submittal of Product Data, Shop Drawing Samples, and Proposed Equivalents
    - e. Requests for Information
    - f. Response to Requests for Information
    - g. Requests for Quotation
    - h. Work Directive Change
    - i. Change Orders
    - j. Engineer's "Items of Concern List"
  - 3. Temporary Schedule and Contractor's Construction Schedule

4. Temporary Facilities and Control
5. Testing During Construction
6. Contractors Coordination
7. Maintenance of Record Drawings
8. Punch Lists and Project Closeout Procedures
9. Final Deliverables including Record Drawings , and Special Guarantees.

#### 1.08 PROGRESS MEETINGS

- A. The Engineer may conduct periodic progress meetings with Contractor and Owner at job site. Attendance required by Contractor's project manager, superintendent and affected Subcontractors and suppliers. The Engineer will prepare, maintain and distribute agenda and dated record of: (1) actions required and taken and (2) decisions needed and made. Other meetings will be scheduled as needed by the Owner or Engineer.
- B. Agenda:
  1. Review critical items/action list.
  2. Review work progress. Compare actual progress with planned progress shown on Contractors rolling three-week Schedule. Discuss Corrective action required. Compare actual and projected progress with Contractor's Construction Schedule, propose methods to correct deficiencies.
  3. Review status of Submittals; review delivery dates and date of need for critical items.
  4. Review coordination problems.
  5. Schedule needed testing and critical inspections.
  6. Review critical requirements for each trade or major piece of equipment prior to beginning work or installation.
  7. Discuss Contractor Quality Control.
  8. Discuss open items on Engineers "Items of Concern List."
  9. Discuss impact of proposed changes on progress Schedule.
  10. Other business.

#### 1.09 NOT USED

#### 1.10 MATERIAL AND EQUIPMENT

- A. General:
  1. Verify that products delivered meet requirements of Contract Documents and the requirements for Favorably Reviewed submittals.
- B. Compatibility of Equipment and Material:
  1. Similar items, equipment, devices or products furnished under a single specification section shall all be made by the same maker and have interchangeable parts.
  2. In addition, but only if so stated in each affected Specification Section, similar items furnished under two or more Specification Sections shall be made by the same maker and have interchangeable parts.
  3. All similar materials or products that are interrelated or used together in an assembly shall be compatible with each other.
- C. Transportation and Handling:

1. Transport and handle products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

D. Storage and Protection:

1. Store and protect products in accordance with manufacturer's instructions. Seals and labels shall be intact and legible.
2. Store moisture sensitive products including finish woodwork, gypsum products, acoustical products, motors, electrical equipment, instruments and controls in weathertight, humidity and temperature-controlled enclosures.
3. For exterior storage of fabricated products, place items on sloped supports, aboveground.
4. Cover products subject to deterioration from moisture, dust, or sunlight with opaque watertight but breathable sheet covering. Provide ventilation to avoid condensation.
5. Provide offsite storage and protection including insurance coverage when site does not permit onsite storage or protection.
6. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
7. Provide facilities, equipment, and personnel to store products by methods to prevent soiling, disfigurement, or damage.
8. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

E. Installation Standards and Manufacturers' Recommendations:

1. Install all products and materials in strict compliance with the most restrictive of the following:
  - a. The manufacturer's or provider's written instructions or recommendations. Follow step-by-step installation procedures.
  - b. Recommendations of referenced trade associations or standards.
  - c. These specifications and drawings.
2. Where conflicts exist present alternatives with advantages and disadvantages to Engineer for decision.

F. If reference standards or manufacturer's instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence. See General Stipulations.

1.11 NOT USED

1.12 NOT USED

1.13 SAFETY

- A. In accordance with generally accepted construction practice, applicable law, the General Stipulations, and Supplementary Conditions, the Contractor shall be solely and exclusively responsible for:
1. Construction means and methods.

2. Safety of employees engaged in the work while on and off the site.
  3. Safety of the Owner, the Engineer, the Design Engineer, and others who may visit or be affected by the work.
  4. Safety of the work itself including material and equipment to be incorporated therein.
  5. Safety of other property at the site or adjacent thereto.
  6. Safety programs, equipment and protective devices required to assure the safety of persons and property for whom/which the Contractor is responsible.
  7. No smoking on the plant site.
- B. The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding, or safety measures in, on, or near the construction site. See General Stipulations.
- C. The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as required to prevent injury to personnel and damage to property, and to comply with all applicable laws and regulations including State OSHA, Federal OSHA, and other regulations referenced in these Contract Documents.
- D. The Contractor shall, at all times, maintain the job in a condition that is safe for the Owner, the Engineer and their Consultants to make site visits and to conduct construction reviews. If the Owner or the Engineer cannot allow personnel to visit the job because it is not safe, the Contractor is not providing required safe access to the Work as required by General Stipulations.
- E. The Contractor shall prepare a Safety Plan meeting the requirements of applicable regulations. As a minimum, the Contractors Safety Plan shall set forth definite procedures for informing workers about safety, for instructing workers in safe practices, for assuring that workers are using appropriate safety equipment and safe work practices and for reporting accidents.

#### 1.14 EXCAVATION AND TRENCHING; WORK WITHIN CONFINED SPACES

- A. Submit specific plans to the Owner showing details of provisions for worker protection from caving ground in accordance with Section 6705 of the California State Labor Code.

The detailed plans shall show the design of shoring, bracing, sloping banks or other provisions and shall be prepared, signed, and stamped by a Civil or Structural Engineer licensed in the State in which the Work is performed and retained by the Contractor. The Owner's acceptance of the detailed plans submitted is only an acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions, criteria, completeness, applicability to areas of intended use, or implementation of the plans, which are solely the responsibility of the Contractor and his Registered Engineer.

- B. Work Within Confined Spaces: Work within confined spaces is subject to applicable laws, regulations and safety orders including applicable California regulations.

- C. The foregoing provisions do NOT reduce the requirement for the Contractor to maintain safety in ALL operations performed by the Contractor or its Subcontractors.

#### 1.15 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor shall be fully responsible for inspecting the work of its suppliers and Subcontractors to assure that the work when completed will comply with the standards for materials and workmanship required by the Contract Documents. See General Stipulations.
- B. Inspections, periodic observations and testing performed by the Owner, or the Engineer are for the Owner's benefit and information only and shall not be construed as partial or incremental acceptance of the work and shall not be deemed to establish any duty on the part of the Owner or the Engineer to the Contractor, its subcontractors or suppliers. See General Stipulations.
- C. The Contractor shall:
  - 1. Monitor quality control over suppliers, manufacturer, products, services, site conditions, and workmanship, to produce work of specified quality.
  - 2. Comply fully with manufacturer's installation instructions, including performing each step-in sequence as recommended by the manufacturer.
  - 3. Submit a Request for Information to Engineer before proceeding with work when manufacturers' instructions or reference standards conflict with Contract Documents.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 5. Perform work by persons specializing in the specific trade and class of work required and qualified to produce workmanship of specified quality.
  - 6. Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, and physical distortion or disfigurement.
- D. If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.
- E. The Contractor shall provide assistance required by the Engineer to adequately inspect the Work including ladders, scaffolding, lighting, ventilation and other aids to facilitate access and provide a safe working environment.

#### 1.16 TESTING LABORATORY SERVICES AND CERTIFIED LABORATORY REPORTS

- A. Provide testing service in accordance with General Conditions and specific requirements contained in each technical specification section. Submit Certified Laboratory Reports required by technical specification sections.
- B. Schedule of Required Testing and Certified Laboratory Reports. Note that structural-related specification sections, similar in vain to those listed below, will be provided by the Contractor who is responsible for developing the structural

design for all Project components.

| <i>Item</i>                   | <i>Testing Service Retained and Paid for by Contractor</i> |
|-------------------------------|--|
| <i>Welders Qualifications</i> | <i>Submit ANSI/AWS D1.1 qualifying tests</i>               |

Note 1: Unless indicated in parentheses as “By Engineer”, all testing services shall be retained and paid for by the Contractor.

END OF SECTION



## SECTION 01090

### REGULATORY REQUIREMENTS AND PERMITS

#### 1.1 APPLICABLE CODES

- A. See Technical Specifications for applicable codes.

#### 1.2 FEES AND PERMITS

- A. Contractor shall comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by any local, state, or federal agencies to perform work, construct, erect, test and startup of any equipment or facility for this Contract. The Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.
- B. Any permits, bonds, licenses, and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as being obtained and paid for by the Owner shall be included in the Contractor's bid price. The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.
- C. The Contractor shall post at the site of Work all required permits as stipulated by the respective regulatory agency.
- D. Contractor shall be responsible to secure, in writing, permission of adjacent property owners for use of or entry onto said lands in a form agreeable to the property owner. Submit documentation of said owner's approval to the Engineer.
- E. Local Agency and Building Code Fees and Permits
  - 1. If applicable to any portions of the Work, the Owner has applied for and obtained, in its name, the necessary building permit for this project. The Contractor shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals on behalf of the Owner. The Contractor shall notify the Engineer of the need and the readiness of all required inspections. All inspections are to be coordinated with the Engineer. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall be responsible for, and the Owner shall not provide reimbursement for, any costs required for the reinspection of defective work or additional costs due to the Contractor's failure to properly schedule the inspections. The Contractor shall comply with the provisions of any and all permits contained in the Appendices to these Specifications.
  - 2. The Owner is not responsible for any local agency or utility permits required for temporary facilities during construction such as field office trailers and temporary electrical service for construction operations. Obtaining all such permits and the costs associated with such permits are the responsibility of the Contractor and shall be included in the Contractor's bid price.
- F. Environmental Restrictions
  - 1. In addition to the requirements in the summary of permits, the Contractor

shall provide environmental protection in accordance with the County requirements. The Contractor shall coordinate its work relating to these requirements with the Engineer.

### 1.3 SUMMARY OF PERMITS

- A. Contractor shall procure all required work permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

### 1.4 STORM WATER QUALITY CONTROLS

- A. Contractor's Responsibilities
  - 1. The Contractor shall comply with the SWRCB, RWQCB, and County requirements regarding stormwater management, inspection, monitoring.
  - 2. The Contractor shall submit an erosion control plan in accordance with the County requirements.

### 1.5 DEWATERING

- A. Construction dewatering is regulated by the appropriate California Regional Water Quality Control Board. Should the Contractor need to control groundwater by dewatering and/or depressurization of water bearing soil and rock formations, the Contractor must comply with all laws and regulations having jurisdiction over construction dewatering. The Contractor is responsible for obtaining all permits from agencies with control over all dewatering matters. The Contractor will be held responsible for any fines or penalties from regulatory agencies resulting from its dewatering system.
- B. Before dewatering is commenced, the Contractor shall obtain acceptance of the Engineer for the method, installation, monitoring, testing, removal, discharge point(s) and other system details of the Contractor's proposed dewatering system. To that end, the Contractor is to submit to the Engineer a complete dewatering plan prepared and signed by a Professional Engineer registered in California.

END OF SECTION

## SECTION 01270

### MEASUREMENT FOR PAYMENT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. This section provides a description of the Bid Items.

##### 1.02 Description of Bid Items

###### A. Bid Item 1: Mobilization and Demobilization

1. Measurement and payment shall be on a lump sum basis which includes material and labor for mobilize/demobilize the necessary forces to complete the Project within the Contract Time and as described in these Contract documents. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Fifty percent of the Bid Item amount will be paid upon satisfactory completion of mobilization to the worksite, and the remaining 50% distributed evenly throughout construction activity.

Payments for the lump sum item for "Mobilization" shall be determined based on the percentage of the bid item work completed, in accordance with the description above, and as determined by the Engineer at the time the progress payment is prepared. The amount of this Bid Item shall not exceed 8% of the Total Bid Price.

###### B. Bid Item 2: Site Preparation, Clearing, and Grubbing (both Sites)

1. Measurement and payment shall be on a lump sum basis which includes materials and labor for preparing and clearing both sites to facilitate construction activities. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

###### C. Bid Item 3: F Tank Site, Dual Nested Monitoring Well

1. Measurement and payment shall be made on a lump sum basis which includes materials and labor for construction of the dual-nested monitoring well at the F Tank Site, including, but not limited to, the conductor casing, pilot hole, reaming of pilot hole, blank well casing, well screen, filter pack, bentonite annular seal, cement annular seal, well development, and surface completion. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

###### D. Bid Item 4: 4th Avenue Site, 470 ft Monitoring Well

1. Measurement and payment shall be made on a lump sum basis which includes materials and labor for construction of the 470 foot deep monitoring well at the 4th Avenue Site, including, but not limited to, the conductor casing, pilot hole,

reaming of pilot hole, blank well casing, well screen, filter pack, bentonite annular seal, cement annular seal, well development, and surface completion. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

E. Bid Item 5: 4th Avenue Site, 960 ft Monitoring Well

1. Measurement and payment shall be made on a lump sum basis which includes materials and labor for construction of the 960 foot deep monitoring well at the 4th Avenue Site, including, but not limited to, the conductor casing, pilot hole, reaming of pilot hole, blank well casing, well screen, filter pack, bentonite annular seal, cement annular seal, well development, and surface completion. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

F. Bid Item 6: 4th Avenue Site, 1,450 ft Monitoring Well

1. Measurement and payment shall be made on a lump sum basis which includes materials and labor for construction of the 1,450 foot deep monitoring well at the 4th Avenue Site, including, but not limited to, the conductor casing, pilot hole, reaming of pilot hole, blank well casing, well screen, filter pack, bentonite annular seal, cement annular seal, well development, and surface completion. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

G. Bid Item 7: Geophysical Logging (by Pacific Surveys)

1. Measurement and payment shall be made on a lump sum basis for performing the geophysical survey and preparing a report on the F Tank Site monitoring well pilot borehole and 4<sup>th</sup> Avenue Site 1,450 foot monitoring well pilot borehole. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

H. Additive Bid Item A1: Additional Drilling

1. Measurement and payment shall be made on a linear foot basis for the actual length of the additional completed bore hole (pilot drilling and reaming) between 8-inch and 11-inch in diameter. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a unit price basis as stated in the Bid Schedule.

I. Additive Bid Item A2: Additional Well Construction

1. Measurement and payment shall be made on a linear foot basis for the actual length of blank well casing and annular seal material (up to 5-inch nominal diameter casing). Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the

completion of the work. Payment shall be made on a unit price basis as stated in the Bid Schedule.

- J. Alternate Bid Item B1: Install 3-inch Casing at F Tank Site, Dual Nested Monitoring Well
  - 1. If selected, this Bid Item B1 would replace Bid Item 3. Measurement and payment shall be made on a lump sum basis which includes materials and labor for construction of the dual-nested monitoring well at the F Tank Site assuming 3-inch diameter casings and screens, and a final borehole diameter of 10-inch (lower borehole) and 12-inch (upper borehole). Construction shall include, but is not limited to, the conductor casing, pilot hole, reaming of pilot hole, blank well casing, well screen, filter pack, bentonite annular seal, cement annular seal, well development, and surface completion. Such payment shall constitute full compensation for all labor, materials, equipment, tools, and all other items necessary and incidental to the completion of the work. Payment shall be made on a lump sum basis as stated in the Bid Schedule.

## PART 2 - PRODUCTS

Not used

## PART 3 - EXECUTION

Not used

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 – GENERAL

##### 1.01 SUBMITTAL PROCEDURES

- A. Accompany each submittal with a Submittal form, which contains the following information:
  - 1. Contractor's name and the name of Subcontractor or supplier who prepared the submittal.
  - 2. The project name and identifying number.
  - 3. Description of the submittal and reference to the Contract requirement or technical specification section and paragraph number being addressed.
- B. Submit the number and type of copies for each submittal and follow the procedures described below or in other paragraphs in this Section. Submit four copies or an electronic copy of submittals not covered in this Section 01300.
  - 1. Designation of Superintendent: Submit three copies for information. Include name, address, home telephone number and a brief resume.
  - 2. List of Subcontractors: Submit three copies for information. Include address, telephone number and name of responsible party.
  - 3. Schedule of Values, in a form acceptable to the Engineer: Submit three copies for information. No copy will be returned. See Special Provisions.
  - 4. Subcontractors'/Suppliers'/Manufacturers' Affidavits. Submit three copies for items specified in the Technical Specifications.

##### 1.02 SCHEDULE OF SUBMITTALS

- A. Submit three copies for information. No copy will be returned.
- B. See Special Provisions. Within 15 days after the Notice to Proceed, submit a Schedule of Submittals showing the date by which each submittal required for Product Review or Product Information will be made. Identify the items that will be included in each submittal (see paragraph 1.05 of this Section) by listing the item or group of items and the Specification Section and paragraph number under which they are specified. Indicate whether the submittal is required for Product Review of Proposed Equivalents, Shop Drawings, Product Data or Samples or required for Product Information only.

##### 1.03 PLAN OF OPERATIONS

- A. Not Used

##### 1.04 CONSTRUCTION SCHEDULE

- A. Submit five copies for information. No copy will be returned. See Special Provisions.
- B. The Contractor's Construction Schedule shall be in the form of a computer generated network analyses diagram and supporting mathematical analysis using the Critical Path Method (CPM) under concepts and methods outlined in the

Associated General Contractor's publication, "The Use of CPM's Construction - A Manual for General Contractors and the Construction Industry." Provide a copy of the software used to the Engineer.

1. Draw network diagram to scale using actual calendar dates. Show work subdivided into identifiable activities within each trade such that no activity has a duration longer than five (5) working days. Show order and interdependencies of each activity.
2. Use actual calendar dates to show planned and actual performance and show:
  - a. Preceding and following event numbers.
  - b. Activity description.
  - c. Estimated duration of activity.
  - d. Earliest start date.
  - e. Earliest finish date.
  - f. Actual start date.
  - g. Actual finish date.
  - h. Latest start date.
  - i. Latest finish date.
  - j. Total and free float.
  - k. Monetary value of activity, keyed to Schedule of Values.
  - l. Percentage of activity completed.
  - m. Dates for Making submittals of Proposed Equivalents, Product Data and Shop Drawings.

- C. If the Construction Schedule does not reflect the CPM format requirements, the specified work, or the Contract Time, it will be returned to the Contractor for modification.
- D. Revise the Construction Schedule and resubmit within seven (7) days following any monthly meeting to review Contractor's Application for Payment when Contractor's work is fifteen (15) days or more behind schedule.
- E. Accelerated Work if Required to Meet Schedule: Give Engineer 3 days prior notice of construction that will take place outside of normal work hours or work days. Compensate Owner for extra inspection cost caused by Accelerated Work required to meet Schedule.
- F. Give Engineer 3 days prior notice of normal work days on which construction will not take place or of scheduled construction that will not take place. Compensate Owner for extra inspection cost resulting from failure to give notice.
- G. Unless otherwise specified, Contractor shall schedule all work to be completed within normal working hours. If Contractor completes work outside normal working hours and its work causes the Owner's staff to work overtime, then the Contractor shall be responsible for paying for the Owner's overtime costs.

#### 1.05 SHOP DRAWING, PRODUCT DATA AND SAMPLES SUBMITTED FOR PRODUCT REVIEW

- A. This paragraph covers submittal of Shop Drawings, Product Data and Samples required for the Engineer's review referred to as Product Review submittals in the Technical Specifications (Division 2). Submittals required for information only are

referred to as Product Information submittals in the Technical Specifications and are covered in paragraph 1.07 of this Section. See Special Provisions.

- B. Number and type of submittals:
  - 1. Shop Drawings.
  - 2. Product Data,
  - 3. Samples: Submit four labeled samples or three sets of samples of manufacturer's full range of colors and finishes. Comply with requirements in Technical Specification Sections. One sample will be returned to Contractor.
  
- C. The Contractor shall make all Product Review submittals early enough to allow adequate time for the Engineer's review, for manufacture and for delivery at the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:
  - 1. Failure to obtain Favorable Review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.
  - 2. Delays in manufacture.
  - 3. Delays in delivery.
  
- D. Content of Submittals:
  - 1. Each submittal shall include all of the items and material required for a complete assembly, system or Specification Section.
  - 2. Submittals shall contain all of the physical, technical and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
  - 3. Include information on characteristics of electrical or utility service required and verification that requirements have been coordinated with services provided by the Work and by other interconnected elements of the Work.
  - 4. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
  - 5. Label each Product Data Submittal, Shop Drawing and Sample with the information required in paragraph 1.01A of this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
  - 6. Additional requirements for Product Review submittals are contained in the Technical Specification sections.
  - 7. Designation of work as "NIC" or "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.
  
- E. Compatibility of Equipment and Material: Verify that items contained in the same or in different submittals are compatible with each other.
  
- F. Where Specifications are used to define the characteristics of Contractor designed systems, items or components, the Contractor shall be fully responsible to design, engineer, manufacture, and install the systems, items and components to meet the specified functional requirements, performance requirements, quality standards, durability standards and conditions of use as well as all applicable codes, regulations and referenced trade or industry standards. The Contractor shall



perform such design by employing engineers licensed in the State in which the Work is being constructed. The Contractor's design submittals shall include calculations and assumptions on which the design is based and shall be stamped and signed by appropriately licensed engineers.

- G. Requirements for the Contractor's review and stamping of submittals prepared by the Contractor or by Subcontractors or suppliers prior to submitting them to the Engineer are covered in Special Provisions.
- H. Submittals that contain deviations from the requirements of the Contract Documents shall be accompanied by a separate letter explaining the deviations. See Special Provisions. The Contractor's letter shall:
  - 1. Cite the specific Contract requirement including the Specification Section and paragraph number for which approval of a deviation is sought.
  - 2. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the Owner.
  - 3. State the reduction in Contract Price if any that is offered to the Owner.
- I. Engineer's Review Procedure and Meaning:
  - 1. The Engineer will stamp and mark each Product Review submittal prior to returning it to the Contractor. The stamp will indicate whether or not the review was favorable and what action is required of the Contractor. Review categories "No Exceptions Taken" and "Make Corrections Noted" both indicate Favorable Review.
  - 2. The Engineer's Favorable Review is contingent on the Contractor's warranties required by Special Provisions and is subject to all of the limitations and conditions in Special Provisions. Favorable Review is also contingent on:
    - a. The compatibility of items included in a submittal with other related or interdependent items included in previous or future submittals.
    - b. Future submittal of items related to or required to be part of this submittal that were not included with this submittal.
  - 3. Favorable Review of a submittal does not constitute approval or deletion of items required as part of the submittal but not included with the submittal. Favorable Review of items included in the submittal does not constitute deletion of specified features, options or accessories that were not included in the submittal.
  - 4. The action required by the Contractor for each category of review is as follows:
    - a. NO EXCEPTIONS TAKEN. NO RESUBMITTAL REQUIRED.
    - b. MAKE CORRECTIONS NOTED:
      - (1) NO RESUBMITTAL REQUIRED. The Contractor shall make corrections noted prior to manufacture.
      - (2) PARTIAL RESUBMITTALS REQUIRED. The Contractor shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The Contractor may proceed to manufacture those portions of the submittal that will be unaffected by required resubmittals.
    - c. AMEND AND RESUBMIT. The Contractor shall amend and resubmit the submittal as noted or required to comply with the Contract Documents.
    - d. REJECTED - RESUBMIT. The item submitted does not comply with the Contract Documents in a major way. Resubmit items that comply with the requirements of the Contract Documents.

5. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes. Marking a corresponding number on a Shop Drawing or Product Data submittal shall have the same affect as applying the entire note to the submittal.
- J. Re-submittals that contain changes that were not requested by the Engineer on the previous submittal shall be accompanied by a letter explaining the change. See General Conditions.
- K. Favorable Review Required Prior to Proceeding: Do not proceed with manufacture, fabrication, delivery or installation of items prior to obtaining the Engineers Favorable Review of Product Review submittals. See Special Provisions.
- L. Intent and Limitation on Engineer's Review:
  1. See Special Provisions.
  2. The Contractor has primary responsibility for submitting and providing work that complies with the requirements of the Contract Documents. That responsibility cannot be delegated in whole or in part to subcontractors or suppliers. Neither the Engineer's Favorable Review nor the Engineer's failure to notice or comment on deficiencies in the Contractor's submittals shall relieve the Contractor from the duty to provide work, which complies with the requirements of the Contract Documents.

#### 1.06 PROPOSED EQUIVALENTS

- A. Submit Proposed Equivalent submittal form, and comply with the submittal requirements for Shop Drawings, Product Data, and Samples submitted for Product Review in another paragraph of this Section.
- B. See Special Provisions.
- C. Time of Submittal:
  1. Special Provisions requires submittal of Proposed Equivalents within 14 days prior to the bid opening. The Engineer may agree to a later submittal date if requested in writing within 14 days prior to the bid opening. The request shall identify the item, give the Specification reference, and proposed manufacturer and model number of the item that will be submitted and the proposed submittal date.
  2. The Engineer's agreement to a later submittal date shall be in writing and shall not be construed as Favorable Review or acceptance of the manufacturer or item proposed.
- D. Content of submittals shall be the same as that required for Product Data, Shop Drawings and Samples submitted for Product Review in another paragraph of this Section. In addition, the Contractor shall provide information on several recent similar installations of the item to verify its suitability. The information shall include the project name and location, the Owner's name, address, telephone number and name of a knowledgeable person to contact for information on performance of the product.
- E. Not Used.

- F. If a non-equivalent substitute is submitted for review, it shall be accompanied by a proposed reduction in Contract Price which shall include the increased cost of Engineering service required to evaluate the proposed substitute (which shall be paid to the Owner whether or not the substitute is accepted) plus the greater of
  - 1) the difference in price between the first specified item and the item submitted and
  - 2) the difference in value to the Owner between the two items.

#### 1.07 PRODUCT INFORMATION SUBMITTALS

- A. Submit three copies or electronic copy. No copies will be returned. See Special Provisions.
- B. Product Information submittals are required for the Owner's permanent records and will be used for future maintenance, repair, modification or replacement work. Product Information submittals will be examined only to verify that the required submittals have been made; they will NOT be reviewed for compliance with the Contract Documents.
- B. Make Product Information submittals prior to delivering material, products or items for which Product Information submittals are required.
- C. The Contractor has the sole and exclusive responsibility for furnishing products and work that meets the requirements of the Contract Documents.
- D. The Engineer reserves the right to comment on any submittal and to reject any product or work delivered, installed or otherwise at any time that the Engineer become aware that it is defective or does not meet the requirements of the Contract Document. See Special Provisions.

#### 1.08 OPERATION AND MAINTENANCE MANUALS AND PARTS LISTS

- A. Submit in accordance with the requirements of each Specification section.
- B. Submit at least 30 days prior to 75% completion.

#### 1.09 MANUFACTURER'S CERTIFICATES

- A. Submit three copies.
- B. When specified in Technical Specification section, submit manufacturers' certificate to Engineer for review. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

1.10 NOT USED

1.11 NOT USED

1.12 NOT USED

END OF SECTION

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## SECTION 01329

### SAFETY AND TRAFFIC CONTROL

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes: Safety and traffic control requirements.

##### 1.02 REFERENCE SPECIFICATIONS

- A. Whenever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation, Standard Specifications, latest edition.

##### 1.03 SAFETY

- A. The Contractor's attention is directed to Section 7-1.08 "Public Convenience" and Section 7-1.09 "Public Safety" and Section 12 "Construction Area Traffic Control Devices" of the Standard Specifications.

The provisions in this section will not relieve the Contractor from his or her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

- B. Contractor shall at all times during the progress of the work, or temporary suspension of the work, provide, erect and maintain all proper and/or necessary temporary walks, roads, driveways, guards, railings, lights and warning signs; provide a sufficient number of flagmen; and take all necessary precautions at all times for the protection of the work and safety to the public and those engaged in the work. Signs and barricades shall conform to standards approved by the Engineer. All barricades and obstructions shall be illuminated at night with reflector signs and lights, and all lights for this purpose shall be kept burning from sunset to sunrise. If in the opinion of the Engineer, the contractor does not provide sufficient light, barricades, and other safety devices during the course of work, the Owner may provide them and deduct from the cost due the contractor under this contract. Contractor shall also furnish, install and maintain at his or her own expense such temporary fences, gates and barricades as may be required to protect the work and adequately prevent unauthorized entry into the construction site.
- C. Contractor shall post emergency telephone numbers for police, fire, ambulance, and those agencies responsible for maintenance of utilities at the job site.
- D. Contractor shall comply with all state, county and city laws and shall comply with ordinances and regulations of the department of industrial relations, OSHA and industrial accident commission relating to safety and character of work, equipment and labor personnel.

- E. All trenching operations shall be in accordance with the requirements of title 8 CAL/OSHA.

#### 1.04 TRAFFIC CONTROL

##### A. Traffic Control Plan

The Contractor shall prepare and submit at the pre-construction meeting a Traffic Control Plan for the project for the Engineers review and approval before the commencement of any work, including the location and type of advance warning signs and detour routes, as required. The contractor shall submit multiple plans if needed to address different phases or situations in the project.

During the progress of work, when so directed by the Engineer, the Contractor shall submit supplemental traffic control plans. Said supplemental plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation.

##### B. Lane Closure

Except for permitted road closures, Contractor shall maintain one lane of traffic to accommodate school and emergency vehicle access. Contractor shall provide school access to driveway within 10 minutes of requested driveway access.

##### C. Road Closure

Road closure shall not exceed 500 contiguous, linear feet on any work day. Contractor must provide written notice prior to road closures. Contractor shall provide safe pedestrian access through road closure to residences. If requested, Contractor shall provide access to emergency vehicles and private medical transports for residents in need within 10 minutes of requested access.

##### D. Barricades

Contractor shall be responsible to provide all barricades, cones and traffic control devices and labor. Adequate barricading and signing shall be provided at all times. Sturdy barricades shall be erected at each end of the closed portion and flashers shall be attached thereto. Barricades shall be constructed so as to prevent them from being moved by the general public.

Contractor's attention is directed to Chapter 5 of State Traffic Manual, "Traffic Controls for Highway Construction and Maintenance Operations", for proper placement and usage of traffic controls. Contractor is forewarned that proper traffic control devices and equipment must be provided and that all flagmen must be trained in proper usage of hand signals and equipment.

Owner reserves the right to require additional barricades and traffic control any time when, in the opinion of the Engineer, Contractor is not adequately providing these items. If Contractor fails to comply immediately with Engineer's request or direction of additional barricades, signing or traffic control, Engineer shall have authority to direct work be stopped until adequate provisions are made and contractor shall have no claim to Owner for delays or loss of time or material.

##### E. Signing

Contractor shall provide signs, directional control by flaggers, barricades, flashers, portable delineators, traffic cones and other items required for the safety and convenience of the public. Signs shall be constructed, erected and maintained during

the time of contract by the Contractor. The exact location of descriptive project signs and detour signs shall be approved by the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

Contractor shall make provisions for emergency vehicle access during closures. Road and lane closures will be allowed between Monday and Friday from 8 am to 5 pm. On residential streets, the Contractor will be required to maintain one ten-foot traffic lane open at any time construction operations are in progress, except for permitted road closures.

The Contractor shall submit a construction area traffic control plan for approval by the Engineer before the commencement of any work, including the location and type of advance warning signs and detour routes, as required.

Construction area traffic control devices shall be in accordance with the current Manual of Traffic Controls (Caltrans) and supplemented by the current Work Area Traffic Control Handbook (Building News).

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

## SECTION 01355

### STORMWATER POLLUTION PREVENTION

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section includes description of requirements and best management practices to:
  - 1. Prohibit illicit discharge (non-rainwater) into the storm drain system.
  - 2. Construct any and all necessary systems to eliminate contaminants from entering the storm water system.
  - 3. Clean up and control of work site materials, spoils and debris.
  - 4. Removal of contaminants produced by the project.
  - 5. The work shall include the provision of all labor, materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are incidental and necessary to complete the work specified.
- B. Contractor shall comply with all standard details shown on the Drawings and requirements of permits.

##### 1.02 QUALITY ASSURANCE

- A. All work performed under this contract and all contractors and their associates and/or employees are required to comply with all applicable storm water regulations and to implement Best Management Practices (BMP's) at all times.
- B. A plan shall be submitted for the proposed control of contaminants entering the storm water system. The plan must be approved by the Engineer prior to the commencement of work.
- C. All employees and subcontractors shall be trained on the storm water pollution prevention requirements contained in these specifications.
- D. A supply of spill clean-up materials such as rags or absorbents shall be kept readily accessible on-site.

#### PART 2 - PRODUCTS

Not used

#### PART 3 - EXECUTION

- A. Recycling
  - 1. At the end of each working day, all scrap, debris and waste material shall be collected and materials disposed of properly.
  - 2. Dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths shall be disposed of in approved waste collection.
  - 3. Dumpsters shall be inspected for leaks. As leaks are detected, the trash hauling contractor shall be contacted to replace or repair dumpsters that leak.
  - 4. Water from cleaning dumpsters shall not be discharged on-site.



5. Regular waste collection shall be arranged for before dumpsters overflow.
- B. Hazardous Material/Waste Management/Materials Management
1. Designated areas of the project site shall be proposed by the contractor for approval by the Engineer suitable for material delivery, storage and waste collection as far from catch basins, gutters, drainage courses and creeks as possible.
  2. All hazardous materials such as pesticides, paints, thinners, solvents and fuels; and all hazardous wastes such as waste oil and antifreeze shall be labeled and stored in accordance with State and Federal regulations.
  3. All hazardous materials and all hazardous wastes shall be stored in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered as needed, to avoid potential management of collected rain water as a hazardous waste.
  4. The contractor shall dispose of all excess thinners, solvents, chemicals, oil-based and water-based paint as hazardous waste. Regular hazardous waste collection shall be arranged for to comply with time limits on the storage of hazardous wastes.
  5. Granular materials shall be stored a minimum of ten feet from the closest catch basin and curb return. The contractor shall not allow these granular materials to enter the storm drain or creek.
  6. Warning signs shall be posted in areas containing or treated with chemicals.
  7. An accurate up-to-date inventory, including Safety Data Sheets (SDS) of hazardous wastes stored on site shall be kept and available to assist emergency response personnel in the event of a hazardous materials incident.
  8. Maintenance and fueling of vehicles and equipment shall be performed in a designated, bermed area, or over a drip pan that will not allow run-off of spills. Vehicles and equipment shall be regularly checked and have leaks repaired promptly. Secondary containment shall be used to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.
- C. Chemical Usage
1. When rain is forecast within 24 hours, or during wet weather, the Engineer may prevent the contractor from applying chemicals in outside areas.
  2. Pesticides or fertilizers shall not be over-applied and material manufacturer's instructions shall be followed regarding uses, protective equipment, ventilation, flammability and mixing of chemicals.
- D. Dust Control
1. Reclaimed water shall be used to control dust on a daily basis as directed by the Engineer.
  2. At the end of each working day, or as directed by the engineer, the roadways and on-site paved areas shall be cleaned and swept of all materials attributed to or involved in the work. Streets shall not be washed down into a storm drain or creek in lieu of street sweeping. Water wash may be picked up by a vacuum unit in lieu of sweeping.
  3. Water applied for dust control shall not run off from work areas at any time.
- E. Sawcutting
1. The contractor shall cover or barricade catch basins using control measures such as filter fabric, straw bales, sand bags and fine earthen dams to keep slurry out of the storm drain system. The contractor shall ensure that the entire

- opening is sealed.
- 2. Saw cutting debris and spoils be removed by shovel, absorption, vacuum or pick up of waste prior to moving to the next location or at the end of each working day, whichever is sooner.
- 3. If slurry enters a catch basin, the slurry shall be removed from the storm drain immediately.

F. Dewatering Operations

- 1. Water shall be routed through a control measure as determined and approved by the Engineer such as a sediment trap, sediment basin or Baker tank to remove settleable solids prior to discharge to the storm drain system. Filtration of the water following the control measure may be required on a case-by-case basis.
- 2. The filtered water shall be reused for other purposes such as dust control or irrigation to the extent possible.
- 3. If the project is within an area of known groundwater contamination, the water from dewatering operations shall be tested prior to discharge. If the water meets the Regional Water Quality Control Board standards, it may be discharged into the storm drain with prior permission from Owner. Otherwise, the water shall be treated and hauled off-site for proper disposal.

G. Concrete Grout and Mortar Waste Management

- 1. Concrete, grout and mortar shall be stored away from the drainage areas and ensure that these materials do not enter the storm drain system.
- 2. Concrete trucks shall not be washed out into streets, gutters, storm drains, drainage channels or creeks.
- 3. Concrete trucks and equipment shall be washed out off-site or in a designated area on-site where the water shall be collected and removed off-site and disposed of properly.
- 4. Water created by the washing of exposed aggregate concrete finish shall be collected in a suitable dirt area or filtered through straw bales or equivalent material before entering the storm drain system. Sweepings from exposed aggregate finish shall be collected and disposed of in a waste container or removed off-site and disposed of properly.

H. Paving Operations

- 1. Catch basins and manholes shall be covered when paving or applying seal coat, tack coat, slurry seal or fog seal.
- 2. The Engineer may direct the contractor to protect drainage courses by using control measures such as earth dike, straw bale and sand bag to divert run-off or trap filter sediment.
- 3. Excess sand (placed as part of a sand seal or to absorb excess oil) shall not be swept or washed down into gutters, storm drains or creeks. The sand shall be collected and returned to the stockpile or disposed of in a trash container or hauled to an approved dump site. Water shall not be used to wash down fresh asphalt concrete.

I. PAINTING

- 1. The cleaning of painting equipment and tools shall be performed in a designated area that will not enter the gutters, storm drains or creeks.
- 2. Excess paint shall be removed from brushes, rollers and equipment prior to cleanup.

3. Wash water from aqueous cleaning of water-based paint tools and equipment shall be disposed of in a sanitary sewer or onto a designated dirt area.
4. Paint thinners and solvents from oil-based paints shall be filtered and re-used when possible. Waste sludge, thinner and solvent from cleaning tools and equipment shall be disposed of as a hazardous waste.

J. SITE CLEANUP

1. The cleaning of equipment of materials shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning or equivalent methods.
2. All cleanups must be performed in a designated area that will not allow the cleaning rinse to flow off-site or into streets, gutters, storm drains, or creeks.

END OF SECTION

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 – GENERAL

##### 1.01 TEMPORARY UTILITIES

- A. Sanitary Facilities: Provide and maintain self-contained portable sanitary facilities for the Contractor' and subcontractor's use. Facilities shall comply with applicable regulations and shall be serviced, cleaned and disinfected as least weekly.
- B. Temporary Water, Power, and Telephone Service:
  - 1. Water and Power:
    - a. Water: The Contractor shall coordinate with Client to obtain construction water meter or make arrangements to provide water as needed to perform work, such as dust control and compaction, by trucking water to the site, or making other arrangement.
    - b. Power: The Contractor shall provide a "whisper quiet" electric generator or separate electric service, at the Contractor's expense, for all loads, including services to the Contractor's office, and any temporary structures requiring electrical service.
  - 2. Telephone: Contractor shall furnish a 24 hour per day phone number of the Contractor's superintendent, or other key staff.
- C. Temporary Heat: Supply temporary heating equipment as required to maintain conditions necessary for construction operations.
- D. Temporary Ventilation: Provide equipment to ventilate enclosed areas to facilitate curing concrete, to dissipate humidity and to prevent accumulation of dust, fumes, or gases as needed. Utilize ventilation equipment and supplement with temporary fans to maintain clean air and safe conditions for construction operations. Replace or clean filters on existing or new equipment on completion.
- E. Not Used
- F. Temporary Lighting: Provide and maintain lighting for construction operations to achieve a minimum lighting level of 20-foot candles for rough work and 60-foot candles for finish work.
- G. Temporary Fire Protection:
  - 1. Provide and maintain fire protection equipment, including extinguishers, fire hoses, and other equipment required by law, insurance carriers, or necessary for proper fire protection during the course of the work.
  - 2. Use fire protection equipment only for fighting fires.
  - 3. Locate fire extinguishers in field offices, storage sheds, tool houses, temporary buildings, and throughout the construction site. *[In the area under construction, provide at least one fire extinguisher for each 5,000 square feet of enclosed space and locate fire extinguishers not over 100 feet apart.]*

## 1.02 TEMPORARY CONSTRUCTION

- A. The Contractor is solely and exclusively responsible for the design, construction and maintenance of all temporary construction including forms, falsework, shoring, scaffolding, stairs, ladders and all other similar items. See Special Provisions.
- B. Construct adequate and safe forms and falsework, to rigidly support partially completed structures. Provide temporary bridges and decking to maintain vehicular and pedestrian access. Design and construct temporary forms, falsework, bridges and decking in accordance with applicable regulations and codes.

## 1.03 BARRICADES, FENCES AND ENCLOSURES

- A. See General Conditions.
- B. Barricades: Provide temporary guard rails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations, including California Code of Regulations Title 8 and Cal/OSHA.
- C. Fences:
  - 1. Contractor shall temporarily move fencing as needed to perform work. If fencing is damaged due to Contractor's work, Contractor shall replace fencing with new fencing of equivalent quality prior to completion.
- D. Enclosures:
  - 1. Provide protective dust covering at doors and other openings to contain dust within the construction area.
  - 2. Provide temporary partitions to prevent dust and moisture from entering Owner-occupied areas and to prevent damage to existing materials and equipment. Temporary partitions shall be of non-combustible construction such as metal studs and gypsum board.
  - 3. Provide temporary watertight closures for openings in exterior surfaces as required to protect interiors from weather, moisture, humidity and extreme temperature.

## 1.04 PROTECTION OF INSTALLED WORK

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by covering.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is unavoidable provide adequate protection to prevent damage to waterproof membranes and comply with recommendations for protection of the waterproofing or roofing material manufacturer.
- D. Provide heavy planking to protect curbs, gutters, culverts, paving and similar surfaces from damage by heavy equipment or vehicles.

## 1.05 SECURITY

- A. Contractor is responsible for site security to protect the Work, from unauthorized entry, vandalism, or theft.
- B. Not used.

## 1.06 SITE ACCESS AND PARKING AREAS

- A. Working hours. Unless otherwise approved through a written authorization by the Owner, Contractor working hours shall be 8:00 am to 6:00 pm, Monday through Friday, except Owner holidays.
- B. For Site Use see General Conditions and Special Conditions.
- C. Parking. Contractor's workers shall park vehicles in the Contractor's staging areas as shown on the Drawings.

## 1.07 TEMPORARY CONTROLS

- A. Cleaning:
  - 1. During Construction: Maintain the site and all work in a clean orderly fashion free of waste debris and rubbish. Store debris and rubbish in covered containers. Food waste and other debris than can attract vectors shall be stored in covered containers at all times. Pick up and remove debris daily if required, but not less frequently than weekly. Burning debris on site is not permitted. Remove debris from permanently closed spaces prior to enclosing them. Clean mud from vehicles before leaving the site.
  - 2. If work under this Contract creates dusty, dirty or unsightly conditions in adjacent areas, the Contractor shall immediately cleanup the affected areas.
  - 3. Final cleanup is specified in Section 01700.
- B. Dust Control: Employ measures to prevent the creation of dust which may produce damage or nuisance to property or persons. Be responsible for all damage resulting from dust produced by construction operations. Periodically wet down unpaved areas where vehicles are operated. See Trenching specification sections.
- C. Erosion and Sediment Control: Employ measures to prevent erosion and trap any sediment created by construction operations before it leaves the site. Prevent sediment from entering streams or other water bodies. Repair any areas damaged by construction to match prior conditions.
- D. Noise Control: Comply with regulations limiting construction noise levels. Use whisper quiet air compressors. Use jack hammers with exhaust mufflers. Prevent noise disturbance to the public and adjacent property owners.
- E. Pest and Rodent Control: Avoid creating conditions conducive to pests and rodents. Comply with regulations governing the use of chemicals to control pests and rodents.
- F. Water Control: Maintain excavations free of water.

1.08 PROTECTION OF TREES

- A. Protect all trees on the site from damage.
- B. Do not attach ropes, cables, guys or braces to trees.
- C. Do not trim any trees without the Engineer's authorization.

1.09 TRAFFIC REGULATION

- A. Conduct operations so as to offer the least possible obstruction and inconvenience to public traffic. Do not overload or damage paved or improved surfaces, sidewalks, curbs or gutters.
- B. Provide temporary barricades, lights, flag persons and other means to safely control pedestrian and vehicular traffic entering and leaving the project site and on the project site.

1.10 NOT USED

1.11 NOT USED

END OF SECTION





## SECTION 01700

### CONTRACT CLOSEOUT

#### PART 1 – GENERAL

##### 1.01 FINAL CLEANUP

- A. Prior to Final Inspection clean the entire construction area and all other areas affected by the performance of work under this Contract. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair work using personnel skilled in executing the type of work being repaired. Perform all work to the highest trade standards applicable to that type of work.
1. Remove all temporary construction, signs, tools, equipment, excess material and debris.
  2. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
  3. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.
  4. Sweep clean and wash down all exterior pavement. Remove all hazardous material and material that may cause sediment in drainage systems prior to washdown. Remove all grease and oil stains on pavement caused by Contractor's equipment.

##### 1.02 CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED

- A. During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

##### 1.03 SEMIFINAL INSPECTION/SUBSTANTIAL COMPLETION

- A. See General Stipulations. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's Punch List of all deficient or uncompleted items. The Contractor shall complete or correct items on the Punch List. When the Work is Substantially Complete in accordance with General Conditions, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is Substantially Complete and ready for Semifinal Inspection.
- B. See General Stipulations. On receipt of the Contractor's Punch List and notice that the work is ready for Semifinal Inspection, the Engineer will inspect the Work. The Engineer may add additional items to the Contractor's Punch List, may find that the work is not ready for inspection, is ready for inspection but not Substantially

Complete or that the Work is Substantially Complete. When the Engineer finds the Work is Substantially Complete, it will prepare a Final Punch List and a notice of Substantial Complete, which will state the date of Substantial Completion and the time agreed to by the Owner and the Contractor (not to exceed 30 days) in which the Work shall be fully complete and ready for Final Inspection.

#### 1.04 FINAL INSPECTION, FINAL COMPLETION AND FINAL PAYMENT

- A. See General Stipulations. When the Contractor has completed or corrected all the items on the Engineer's Final Punch List, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection. When the Engineer finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will recommend that the Owner issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.
- B. Final Submittals include:
  - 1. Operation and Maintenance Manuals and Parts Lists
  - 2. Record Drawings
  - 3. Extra Materials
  - 4. Special Guarantees
  - 5. Maintenance Contracts
  - 6. Insurance Certificate showing required continuation of coverage beyond Final Payment. See General Stipulations.
  - 7. Release of Liens. See General Stipulations.
  - 8. Waiver of Claims by Contractor. See General Stipulations.
  - 9. And any other submittals required by the Contract Documents and not previously received.
- C. The Owner will record the Notice of Final Completion at the County Recorders Office.
- D. The Owner will make Final Payment to the Contractor 35 days after recording the Notice of Final Completion.

#### 1.05 NOT USED

#### 1.06 EXTRA MATERIALS

- A. Deliver specified extra materials and parts to Owner. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

#### 1.07 SPECIAL GUARANTEES

- A. General Stipulations covers the Contractor's responsibility to remedy defects due to faulty workmanship and materials, which appear within one year from the date of Final Completion and acceptance by the Owner.

B. Guarantees for more than one year when called for in various sections of the Specifications shall be evidenced by the Contract Documents and in the form of a special guarantee written on the letterhead of the Contractor, Subcontractor, or Supplier doing the work and/or supplying the item to be guaranteed, and countersigned by the Contractor as follows. Failure to provide the special guarantee on the letterhead shall not relieve the Contractor, Subcontractor, or Supplier from its obligations for the special guarantees.

C. Special Guarantee:

We hereby guarantee that the \_\_\_\_\_ which we have provided in the \_\_\_\_\_, Project, was done in accordance with the Drawings and Specifications, and that the work, as installed, will fulfill the requirements of the guarantee included in Specification Section \_\_\_\_\_. We agree to repair or replace any or all of our work, together with any other adjacent work which may be damaged or displaced by so doing, that may prove to be defective in workmanship or material (with the exception of defects due to ordinary wear and tear, and unusual abuse or neglect) within a period of \_\_\_\_\_ years from the date of acceptance of the abovenamed facility, without any expense whatsoever to the Owner. In the event of our failure to comply with the above-mentioned conditions within the period set forth in the General Conditions after being notified in writing by the Owner, we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefor upon demand. We understand that the provisions of General Conditions apply to this Special Guarantee.

Signed \_\_\_\_\_  
(Subcontractor or Supplier)

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Countersigned \_\_\_\_\_  
(Contractor)

D. Submit two notarized original signed copies of each required Special Guarantee prior to completion.

1.08 TWELVE-MONTH INSPECTION

A. Thirty (30) days prior to the expiration of the one-year guarantee period described in General Stipulations, the Contractor shall tour the project with the Engineer and/or the Owner to prepare a list of corrective work required under the 12-month guarantee. The Contractor shall correct all items found to be defective within 20 days of receipt of the list of items to be corrected.

1.09 NOT USED

END OF SECTION

## SECTION 02200

### SITE PREPARATION

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. Site preparation shall consist of all clearing, grubbing, stripping, demolition, and related work necessary to prepare the project site for construction operations.
2. No open burning of debris, lumber, or other scrap will be permitted.
3. Trees and vegetation to be left standing shall be protected from damage incident to site preparation and construction operations by the erection of barriers or by such other means as the circumstances require.

###### B. Related Sections:

1. Section 01040: Coordination And Project Requirements

#### PART 2 - PRODUCTS

Not used

#### PART 3 - EXECUTION

##### 3.01 DEMOLITION

- ###### A.
- Demolish and remove any fences, posts, poles, or other structures from within the project site, areas to be cut or areas to receive fill, and well locations. Salvage or protect features shown in Drawings

##### 3.02 CLEARING

- ###### A.
- Clearing shall consist of the felling, trimming, and cutting of trees, and the removal of downed timber, shrubs, grasses, debris and rubble from the project site which will obstruct or otherwise impede construction operations.

##### 3.03 GRUBBING

- ###### A.
- Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the construction area. This material, together with logs and other organic debris, shall be excavated and removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated as construction areas under this Contract, such as areas for structures, pavement, fills. Depressions made by grubbing shall be filled with structural backfill material and compacted to make the surface conform with the original adjacent surface of the ground unless further excavation is required. Grub borrow areas to the extent necessary to obtain material free of stumps and roots.

### 3.04 STRIPPING

- A. Strip the upper 6 inches of soil containing vegetation and root matter from all areas to receive fill and from all areas to be excavated.

### 3.05 DISPOSAL

- A. Felled Trees and Downed Timber: Cut up and stockpile where directed by the Engineer.
- B. Strippings: Stockpile stripped material and use it to restore the site.
- C. Dispose of remaining vegetation and debris in accordance with accordance with applicable Federal, State, and Local Codes, Ordinances, and Regulations. Burning or burying waste material on site is prohibited

END OF SECTION

## SECTION 02520

### NEW MONITORING WELLS

#### PART 1 - GENERAL

##### 1.01 SUMMARY OF WORK:

- A. The following sections describe requirements for the drilling and well construction portion of the Project that includes three monitoring wells at the 4<sup>th</sup> Avenue site, and one dual-nested monitoring well at the "F" Tank site.

The scope of work includes drilling and installation of conductor casings with an outer annular seal; borehole drilling; geophysical surveying; assembly and installation of well casing and screen; emplacement of annular materials; construction of surface completion; and well development. Owner is also notifying Contractor that the ultimate planned use for this well is groundwater monitoring. The proposed well profiles are included in Figures 1 and 2 at the end of this specification section. Site plans showing proposed well locations are included in the Drawings. Exact well locations will be determined by Owner or Engineer based on site conditions.

- B. MITIGATION MEASURES (NOT USED):

##### 1.02 REFERENCES

- A. American Water Works Association (AWWA) Standard No. A100-06
- B. American Petroleum Institute Recommended Practice API RP-13B-1
- C. American Society For Testing And Materials (ASTM) C150
- D. ASTM A409 and A778
- E. ASTM No. A606 Type 4
- F. Department Of Water Resources (DWR) Bulletin Nos. 74-81 And 74-90
- G. American Welding Society (AWS) Standards
- H. National Sanitation Foundation (NSF 61)
- I. Monterey County Code Of Ordinances Chapter 15.08 – Water Wells
- J. State Water Resources Control Board Well Construction Requirements And Recommendations

## 1.03 SUBMITTALS

### A. PRODUCT REVIEW SUBMITTALS:

#### 1. DRILLING FLUID CONTROL PROGRAM:

The Contractor shall be responsible for measuring and controlling drilling fluid properties including sampling requirements specified in Section 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

#### SAMPLING.

#### 2. DRILLING FLUID SYSTEM:

The Contractor shall provide with the submittal a detailed description of the drilling and fluid system to be used concurrently. This submittal must include information regarding the types of fluid to be used, intended drilling fluid weights, viscosities, sand and solids contents, water loss control, and the name of the supplier. The submittal shall also include the proposed layout of the drilling fluid system, including the arrangement of the tanks and recirculating equipment. The Contractor shall also submit an inventory of the materials and methods that the Contractor will use to recover operations in the event of hole stability problems and/or loss of circulation.

#### 3. DRILLING FLUID ENGINEER:

The name and qualifications of the "on-call" Drilling Fluid Engineer or Mud Expert that the Contractor intends to use must be submitted prior to the Owner's Execution of the contract (after Notice of Award).

#### 4. SEALING MATERIAL:

The Contractor shall submit to the Owner or Engineer for approval a description of the sealing material to be used, detailing its source, composition, and preparation.

#### 5. CONDUCTOR CASING:

The Contractor shall submit a copy in PDF format, or three (3) complete copies if printed, of the conductor casing mill certificate to the Owner or Engineer for approval before delivering the conductor casing to the job site.

#### 6. WELL CASING:

The Contractor shall submit a copy in PDF format, or three (3) complete copies if printed, of the mill certificate and/or manufacturer cut sheet to the Owner or Engineer for approval before delivering casing to the job site.

#### 7. WELL SCREEN:

The Contractor shall submit well screen or perforated casing specifications including (as applicable) the name of the proposed screen manufacturer, type of screen, well screen dimensions, slot or aperture size, material, and strength specifications such as collapse strength, tensile strength, and supporting drawings. The Contractor also shall submit additional specifications for materials



used including rod and wire dimensions for wire-wrap screen, and weld type for steel casing and screen, as applicable. The Contractor shall submit a copy in PDF format, or three (3) complete copies if printed, of the specifications to the Owner or Engineer for approval before delivering well screen materials to the job site.

8. FILTER PACK MATERIAL:

The acceptability of artificial filter pack material shall be determined based upon certified laboratory test results and service records for the source of the material. Prior to delivery to the project site, the Contractor shall submit the following to Owner and Engineer for approval:

- a. Source of filter pack material.
- b. Certified results from laboratory tests performed in accordance with ASTM C136 demonstrating that the filter pack material meets the material and gradation criteria specified herein.
- c. A one (1) kilogram (2.2 pounds) sample of the material allowing the Owner, at Owner's discretion and expense, to conduct tests to independently determine the properties of the filter pack material.

9. TRANSITION SAND MATERIAL: Not Used.

10. FILTER PACK FEED PIPE: Not Used.

11. WELL DEVELOPMENT TOOL SHOP DRAWING:

The Contractor shall submit to the Owner or Engineer for approval a shop drawing or photograph with graphic scale of the tool(s) proposed for use during well development by air lift and swabbing.

12. DISCHARGE MEASUREMENT DEVICES OR METHODS:

The Contractor shall provide proof or demonstration of the accuracy of their pump discharge flow measurements upon request from the Owner or Engineer.

13. DRILLING WORK PLAN:

Contractor to submit a drilling work plan to the Owner for approval at least two (2) weeks prior to initiating well construction. Work Plan shall include the following:

- a. A preliminary detailed schedule specifying the anticipated phases and durations of well construction.
- b. Contractor point of contact.
- c. Maps of the work sites, for use in planning and communication between Contractor, Owner, and other parties, which includes the following, at a minimum:
  - 1) Include graphical scale and north arrow.
  - 2) Show locations and dimensions of existing facilities, storm drains, fences, gates, driveways, and public rights-of-way; proposed locations and dimensions of the drilling rig, shaker, tanks, discharge points, spoils piles or bins, materials storage and lay-down areas, and other pertinent equipment or features.
  - 3) Show distance and direction to the nearest residential property boundaries.
- d. Drilling and testing equipment information including drill rig make/model, proposed dimensions of drilling bits, stabilizers, rods, and other downhole

equipment, test pump specifications, generator specifications, and information on other key equipment that will be used.

- e. A shop drawing or photograph with graphic scale of the tool(s) proposed for use during well development by air lift and swabbing.

#### 1.04 QUALITY ASSURANCE

##### A. SEALING MATERIAL INSTALLATION VERIFICATION:

Contractor shall verify the proper placement of sealing material by demonstrating that the volume of sealing material placed in the annular space equals or exceeds the annulus volume over the seal depth interval.

##### B. FILTER PACK INSTALLATION VERIFICATION:

Contractor shall verify the proper placement of filter pack material by demonstrating that the volume of filter pack placed in the annular space equals or exceeds the annulus volume over the filter pack depth interval.

##### C. FINAL WELL PLUMBNESS

Contractor shall drill and construct monitoring wells which are suitable for their intended purpose, including free passage for installation of a 1.92-inch x 9-feet in length instrument, sampling pumps and pressure transducers, and access to the total cased depth for instruments such as well video cameras, and other geophysical tools.

#### 1.05 SCHEDULING

##### A. NOTICE TO OWNER AND ENGINEER PRIOR TO ANNULAR SEAL INSTALLATION:

The Contractor shall notify the Owner and Engineer a minimum of 24 hours in advance of any planned sealing material placement.

##### B. NOTICE TO OWNER AND ENGINEER PRIOR TO GEOPHYSICAL TESTING

The Contractor shall provide the Owner and Engineer with 24-hour notice of the time for completing drilling of the pilot borehole to total depth as determined in the field, to enable the Owner or Engineer to observe geophysical testing, at Owner and Engineer's option.

##### C. WELL SEAL CURING PERIOD

Upon installation of the sealing material and unless approved otherwise by the Owner or Engineer, no further work shall be performed on the Monitoring Well until the seal has been allowed to cure for a minimum of 48 hours after emplacement. The 48-hour curing period shall not be regarded as standby time as defined in Section 1.05 SCHEDULING.

##### D. STANDBY TIME ORDERED BY OWNER:

Standby time shall be paid only for inactive periods approved by Owner. Idle time required for maintenance or failure of equipment shall not be measured as standby time. Idle time as a result of weather delays shall not be measured as standby time. Standby time shall be based on one work shift per day (8 hours) regardless of the Contractor's operating schedule. Standby time will not be paid for Saturdays, Sundays, or holidays on which work is not customarily performed, unless the Contractor has previously agreed to work on such days.

## 1.06 SELECTION PERIODS

### A. SCREEN LENGTH AND APERTURE SELECTION PERIOD:

Owner and Engineer shall require a selection period to confirm the screen length and to determine the screen aperture using data from each well borehole.

1. The final selection of perforated casing (screen) aperture size will be provided by the Owner or Engineer at the end of the selection period based on formation samples collected and analyzed for grain size distribution, as described in Section 1.08 RECORDS and 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

### 2. SAMPLING.

3. The final length and depth of individual sections of well screen will be provided by the Owner or Engineer at the end of the selection period, based on data gathered during the borehole drilling and geophysical logging process. For purposes of bid formulation, the Contractor shall assume the overall length of the well screen to be twenty (20) feet for each Monitoring Well.

4. The selection period shall begin at 9:00 AM on the first business day after all of the following have occurred for each Monitoring Well: (1) geophysical logging is complete and logs have been provided to Owner or Engineer, (2) formation samples have been accepted by Owner or Engineer, and (3) all preparation work required prior to well construction is complete. The selection period shall end when the Contractor is notified by the Owner or Engineer of the selected aperture size and length of the screen. Notification for the purpose of ending this selection period shall be conducted verbally either in person or by telephone and shall be confirmed in writing the same date as verbal notification is completed. Contractor may not charge standby time, as defined in Section 1.05 SCHEDULING, for the first 48 hours of the selection period.

### B. FILTER PACK SELECTION PERIOD:

Owner and Engineer shall require a selection period to design the filter pack gradation. The selection period coincides with the selection period for Screen Length and Aperture Selection Period and the same conditions apply. The final selection of filter pack material shall be made during the filter pack gradation selection period.

## 1.07 DISPOSAL OF FLUIDS AND CUTTINGS

### A. GENERAL:

The Contractor shall be responsible for properly disposing of all drilling fluids and cuttings resulting from all drilling operations and all water resulting from well development. All permits needed for water discharge to any facility shall be acquired by the Contractor from the appropriate authority. Costs of fluids, cuttings, and well disinfection water disposal shall be borne by the Contractor and payment shall be made based on the amount of such materials disposed and the unit prices stated on the Bid Form.

On behalf of the Owner, the Contractor shall obtain a discharge permit (i.e., the NPDES Permit for Drinking Water System Discharges to Waters of the United States

[Order WQ 2014-0194-DWQ]) to discharge fluids (that meet the permit requirements) as directed by the Owner. Typical permit requirements include erosion control and making sure the discharge water turbidity is below 100 NTU.

**B. DISPOSAL OF DRILLING FLUIDS AND CUTTINGS:**

Unless approved otherwise by the Owner, all drilling fluids and cuttings must be contained onsite in above-ground storage containers for subsequent off-site disposal at a facility authorized to accept such material. The Owner or Engineer will designate a location on-site for the temporary containment of drilling mud and cuttings. No sub-grade mud pits may be used. The Contractor is responsible for arranging and paying for costs for off-site disposal of the drilling fluids and cuttings.

**C. DISCHARGE OF WELL DEVELOPMENT AND OTHER PRODUCED GROUNDWATER:**

Unless approved otherwise by the Owner, all discharge water resulting from well development shall first be directed into a settling tank for solids separation and then properly disposed. Decanted liquids that meet the NPDES discharge permit requirements shall be disposed of as discharge to the storm sewer, or as directed by the Owner. Decanted fluids that do not meet the discharge permit requirements shall be disposed of legally offsite by the Contractor at a facility authorized to accept such material. The Contractor is responsible for arranging and paying for costs for off-site disposal of the settled solids resulting from well development.

**1.08 RECORDS**

**A. DAILY REPORT:**

1. The Contractor shall maintain and deliver upon request to the Owner or Engineer a detailed daily report (Daily Report) describing site activities. The Daily Report shall include the following information:
  - a. Description, depth, and thickness of geologic units encountered;
  - b. Number of feet drilled;
  - c. Number and type of samples collected, including sample depths;
  - d. Number of hours of active drilling and number of hours on the job;
  - e. Bit type, size, and dimensions, including collar and stabilizer if used;
  - f. Tooling changes with depth, date, and time of change;
  - g. Mud additions or adjustments, with quantity, circulation depth (bit depth), date, and time of change;
  - h. Any loss of circulation including date, time, duration, and methods and materials used to regain circulation;
  - i. Length, diameter, and type of casing and/or screen installed;
  - j. Emplacement method of any annular fill materials installed;
  - k. Volume, type, and size gradation of any filter pack materials installed;
  - l. Volume, type, and size gradation of any transition sand materials installed;
  - m. Volume, type, hydration status, and component mix ratios of any bentonite, cement, bentonite-cement, or sand-cement seals installed;
  - n. Duration and cause of any delays or shutdowns (whether or not the shutdown is under Contractor's control or other occurrence; see Section 1.05 SCHEDULING); and
  - o. Other pertinent data, as requested by the Owner or Engineer.

2. The Contractor shall measure and record the fluid level in the borehole or casing daily prior to the start of work.

**B. WELL COMPLETION REPORT:**

Upon completion of the Work and in accordance with the California Water Code, the Contractor shall prepare a Well Completion Report for the wells and file the report with the DWR and the appropriate authorities within Monterey County. The Contractor shall provide copies of the Well Completion Reports to the Owner and Engineer. The Well Completion Report shall include as attachments copies of all logs from geophysical testing conducted in the borehole under Section 3.07 GEOPHYSICAL TESTING, as applicable.

**C. DRILLER'S LOG:**

1. In addition to the reporting requirements for the Well Completion Report, the Contractor shall maintain a complete log for each well, as applicable, setting forth the following items:

- a. The reference point and height above ground surface for all depth measurements
- b. The depth at which each change of formation occurs
- c. The depth and thickness of each aquifer
- d. The type of aquifers encountered
- e. The drilling bit types, dimensions, and depths of bit changes
- f. The depth of any borehole diameter changes
- g. The depth interval from which each formation sample was collected
- h. The total final depth and diameter of the borehole
- i. The total final cased depth and diameter of the completed well
- j. The type, manufacturer, and volume(s) of any drilling fluid additive(s) used, including date and time of addition to the drilling fluid or borehole
- k. The depths of lost circulation zones and any method used to restore circulation, including materials added to the borehole or drilling fluid
- l. The type, total installed volume and depth interval(s) of sealing material(s)
- m. The depth and description of the well casing, perforated casing, bottom cap, sounding tube, and gravel fill pipe, including well screen type, dimensions, and depth installed in the well bore (as applicable)
- n. Any and all other pertinent information required by these specifications.
- o. Types and dimensions (diameter and length) of bits, collars, stabilizers, and rods used, and depth intervals drilled with each setup
- p. Pumping rate and duration, drawdown, and specific capacity of the well based on development or well-acceptance test data
- q. Final static water level in the well after recovery, with date and time of measurement.

2. The Contractor shall provide the Driller's Log to Engineer upon request.

**D. GEOLOGIC LOG:**

Engineer will prepare a geologic log based on the set of formation samples collected by the Contractor (see Section 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

SAMPLING), noting characteristics such as the depth, thickness, and type of encountered strata, and other pertinent information. The Contractor shall cooperate and provide assistance to the Engineer in collecting data for preparation of the geologic log.

E. BOREHOLE DESTRUCTION LOG:

If the borehole is abandoned per direction from the Owner and Engineer, the Contractor shall submit to the Owner and Engineer complete records of the entire destruction procedure to provide a record that the hole was properly sealed as specified in Section 3.10 ZONE TESTING (NOT USED)  
BOREHOLE

F. WELL PLUMBNESS AND ALIGNMENT TESTING LOG (NOT USED)

If Contractor conducts or contracts a well plumbness and alignment test, or a borehole geometry and deviation survey, per Section 3.17 WELL PLUMBNESS AND ALIGNMENT TESTING, Contractor shall provide to Owner and Engineer all records of the testing or survey, including LAS-format digital files of borehole survey results, as applicable.

G. WELL DESTRUCTION LOG:

If the well is destroyed per direction from the Owner and Engineer, per Section **Error! Reference source not found. Error! Reference source not found.**, the Contractor shall provide to the Owner and Engineer complete records of the entire destruction procedure to provide a record that the well was properly destroyed. The records shall include the type and quantity of sealing material, the depth at which the sealing materials were placed. Records shall include documentation of approval of well destruction by the permitting agency, and a Well Destruction Report in compliance with California DWR standards and regulations.

H. WELL DEVELOPMENT RECORDS:

Complete records of all development work shall be maintained by the Contractor and provided to the Owner and Engineer upon request. The records shall include the following items and the date and time of measurement:

1. Quantity and description of any material placed into the Monitoring Well.
2. Initial, final, and pumping water levels.
3. Methods of measurement.
4. Duration of each operation.
5. Pumping rates, durations, and final specific capacity.
6. Sand content observations at different production rates and times.
7. NOT USED (Quantity of filter pack material added during development.)
8. All other pertinent information.

## PART 2 - PRODUCTS

### 2.01 DRILLING FLUIDS

A. GENERAL:

All drilling fluids shall be acceptable for water well drilling in accordance with AWWA Standard No. A100 06 and shall be approved by the Engineer prior to use. The proposed drilling fluid program must include information regarding the types of fluid to be used, intended drilling fluid weights, viscosities, sand and solids contents, water loss control, and the name of the drilling fluid supplier. Any drilling fluids proposed for

use shall be noted on the bid sheet questionnaire. No additives shall be added to the drilling fluid unless the Contractor obtains prior written approval from the Engineer. All drilling fluids shall be especially compounded for water well construction, designed for minimum aquifer penetration, adequately maintain the walls of the hole to prevent caving of the hole as drilling progresses, permit recovery of representative samples of cuttings, and shall not damage the potential capacity, efficiency, or quality of the well. The drilling fluid shall possess such characteristics that it can be readily removed from the hole during the placement of the filter pack and during development of the well. Should a conflict arise between drilling fluid requirements for ease in drilling and requirements for aquifer protection, then the ruling requirements shall be those for aquifer protection.

**B. DRILLING FLUID PROPERTIES:**

Unless approved otherwise by the Engineer, drilling fluid properties shall be maintained within the following limits using test procedures conforming to American Petroleum Institute Recommended Practice RP-13B-1 "Recommended Practice for Field Testing Water-based Drilling Fluids " ("API RP-13B-1"):

1. Direct Mud Rotary Drilling Fluid Properties:

- a. Weight (fluid density): 8.5 - 10.5 pounds per gallon (lb/gal), i.e., 64 - 79 pounds per cubic foot (lb/ft<sup>3</sup>), ideally 9 lb/gal or less.
- b. Marsh Funnel Viscosity: 28 - 40 seconds per quart.
- c. Filtration (wall cake and filtration loss): maximum thickness of 3/32 inches with maximum 30-minute water loss of 10 cubic centimeters (cc).
- d. Sand content (solids larger than 200 mesh): maximum of two percent (2%) by volume.

2. Direct Air-Rotary Drilling (as applicable):

- a. Dry air with uphole velocity of 3,500 feet per minute (fpm), or air with water or water containing foaming polymer additives to increase viscosity sufficient to ensure all cuttings are removed from the borehole.

3. Reverse Mud Rotary Drilling Fluid Properties:

- a. Weight (fluid density): 8.5 - 9.1 lb/gal, i.e., 64 - 68 lb/ft<sup>3</sup>.
- b. Marsh Funnel Viscosity: 26 - 34 seconds per quart.
- c. Sand content (solids larger than 200 mesh): maximum of two percent (2%) by volume.

**2.02 SEALING MATERIALS**

**A. GENERAL:**

Sealing material shall consist of neat cement or sand cement grout. Used driller's mud or cuttings from drilling shall not be used as sealing material. Water used to prepare sealing mixtures generally shall be of drinking water quality and shall be free of petroleum products, suspended material, and other deleterious substances. All sealing materials will be certified for use in drinking water wells in accordance with National Sanitation Foundation (NSF) standard NSF 61.

**B. NEAT CEMENT:**

Neat cement shall consist of ASTM C150 Type I or II Portland cement at a ratio of five (5) to six (6) gallons of water per 94-pound sack of cement.

**C. SAND-CEMENT GROUT:**

Sand-cement grout shall consist of a mixture of ASTM C150 Type II Portland cement, sand, and water in the proportion of not more than 3 cubic feet of sand and 1 cubic foot (one sack) of Portland cement to 5 to 7 gallons (0.67 to 0.90 cubic feet) of clean

water, or what is required by the drilling permit. This mixture is typically considered to be a 10-sack Portland cement sand slurry mix when ordered from batching plants. Bentonite shall be used to up to a total of 5 percent (5%) of the volume of the cement to make the mix more fluid, reduce shrinkage, and slow the curing process to reduce heat. With the use of 5 percent bentonite, water content can be increased to 8.2 gallons per sack of cement. The Contractor shall take the necessary measures, as approved by the Engineer, to prevent damage to the well due to the heat of hydration of the curing process.

## 2.03 BENTONITE SEAL

### A. GENERAL:

Bentonite seals composed of granular bentonite or bentonite chips shall be emplaced at the depth intervals shown on Figure 1 for the F Tank Monitoring Wells and as Figure 2 for the 4<sup>th</sup> Ave Wells. Contractor shall emplace bentonite seals using a tremie pipe and a method (e.g., thinned drilling mud tremie-wash) which rapidly conducts bentonite granules or chips to the emplacement depth before they are fully hydrated, allowing final hydration and expansion of bentonite in-place to complete the seal.

## 2.04 CONDUCTOR CASING

### A. GENERAL:

A permanent conductor casing shall be installed as shown on Figure 1 and 2 to prevent shallow unstable hole conditions and to isolate the boreholes from shallow groundwater during the drilling and construction of the Monitoring Wells.

### B. MATERIAL:

The conductor casing shall be mild steel conforming to ASTM A589-89a standard. All conductor casing materials will be certified for use in drinking water wells in accordance with NSF 61.

### C. DIAMETER:

See well profile Figures 1 and 2 for the outside diameter of the contractor casing.

### D. THICKNESS:

The conductor casing shall be at least 0.25 inch (1/4-inch) in thickness.

## 2.05 WELL CASING

### A. MATERIAL:

Well casing material at the 4<sup>th</sup>. Ave Site shall be new Schedule 80 Polyvinyl Chloride (PVC) piping, with flush threaded joints. Well casing material at the F Tank Site (Nested) shall be new Schedule 40 copper-bearing steel in the vadose zone (0-350 ft bgs) and new threaded flush-joint Schedule 80 PVC in the saturated zone (below 350 ft). The two casing types shall be connected securely with a threaded flush-joint Schedule 40 to 80 adaptor, or equivalent.

### B. DIAMETER AND NOMINAL CASING SIZE:

The well casing shall be round in cross-section and have a nominal inner diameter shown on Figures 1 and 2.

### C. THICKNESS:

Well casing wall thickness at the 4<sup>th</sup> Avenue site shall conform to Schedule 80 dimensions. The well casing wall thickness at the F Tank site shall conform to



Schedule 80 dimensions for PVC casing, and Schedule 40 dimensions for steel casing.

D. LENGTH:

The final total length and the length and depth of individual sections of well casing will be determined by Owner and Engineer based on data gathered during the Monitoring Well drilling and geophysical logging process. Proposed design for wells at the F Tank site are shown on Figure 1. Proposed design for wells at the 4<sup>th</sup> Avenue site are shown on Figure 2.

Unless approved otherwise by the Owner or Engineer and except for end pieces and casing to be connected to well screen sections, all sections of well casing shall be a minimum length of ten (10) feet and a preferred length of twenty (20) feet.

2.06 WELL SCREEN

A. CONSTRUCTION:

Actual lengths will be determined by the Owner or Engineer in the field. The proposed dimensions for the F Tank Monitoring Well are shown on Figure 1. The proposed dimensions for the 4<sup>th</sup> Avenue Monitoring Well are shown on Figure 2.

B. MATERIAL:

All well screens shall be new and fabricated with Schedule 80 PVC. The wells shall be constructed with a casing and factory-slotted screen. The nominal diameter of the wells is shown on Figure 1 and 2. For bid preparation purposes, screen aperture shall be 0.020-inches. Engineer may modify this aperture based on conditions encountered or data collected in the field, at Engineer's option.

C. BOTTOM SUMP AND END FITTINGS:

Each well casing will be completed at the bottom with a 5-foot sump of blank PVC casing, closed with a threaded flush-joint plug. The sump and end fittings shall be new and fabricated from the same material as the well casing (see 2.04 **Error! Reference source not found.** WELL CASING).

D. STRENGTH:

The well screen shall have sufficient strength to withstand anticipated tensile, formation, hydrostatic, and dynamic pressures imposed on the screen during installation, well development, and use. The minimum screen tensile strength must exceed at least twice the total weight of the screen and any standard wall blank casing suspended below the top screen joint.

2.07 CENTRALIZERS AND SPACERS

A. CENTRALIZERS:

Centralizers shall be new and fabricated of PVC or steel to fit the well casing and well screen. The contractor shall attach centralizers at the top and bottom of the well screen to ensure adequate annular spacing (i.e., at least 2 inches) around the screen, and to help the well casing align with the center of the borehole in the area of the screen.

B. SPACERS FOR NESTED WELLS:

At the F-Tank site, Contractor shall construct and attach a spacer every forty (40) feet to bind the two casing strings together with at least one (1) inch separation, to avoid formation of vertical channels in the grout seal where casing is side-by-side. Construction of the nested well thus will require running in both casing strings simultaneously.

## 2.08 FILTER PACK

### A. GENERAL:

The acceptability of artificial filter pack material shall be determined based upon certified laboratory test results and service records for the source of the material. Prior to delivery to the project site, the Contractor shall submit results and records as specified in Section 1.01

## SUBMITTALS.

### B. MATERIALS:

All gravel or coarse-grained sand for packing shall be graded clean silica sand, free of silt, fine sand, clay, and foreign matter. Crushed gravel will not be accepted. Filter pack materials shall be graded as specified, and well-rounded with high sphericity. Not more than two percent, by weight, of the gravel shall be flat or elongated. The filter pack shall be manufactured by Lonestar, or equivalent, and subject to the approval of the Engineer prior to delivery. Prior to filter pack placement, the Engineer may have a certified testing laboratory perform a sieve analysis of the materials that are onsite to verify conformance with approved sample. Failure to meet gradation of the approved sample may be grounds for rejection. The filter pack, if stockpiled at the well site, shall be protected and kept free of all foreign matter.

## 2.09 SURFACE COMPLETION

### A. GENERAL:

1. The F Tank Monitoring Well surface completion shall be a monument-style, locking steel well protector with four bollards as shown on the Drawings. The monument is to be 36-in high, set in a concrete slab (minimum slab dimensions 3-ft x 3-ft x 6-in thick). The bollards shall be 4-in diameter x 72-in long, set in concrete to 36-in depth, completed to 36-in above ground, concrete-filled & painted yellow. The bollards shall be set outside the slab, at the centerpoint of each side of the square.
2. The 4th Avenue Monitoring Well surface completions shall be minimum 12-inch diameter vaults or Christy-type concrete utility boxes. Vaults or utility boxes shall be vehicle-traffic rated.

## PART 3 - EXECUTION

### 3.01 MOBILIZATION AND DEMOBILIZATION

#### A. GENERAL:

Mobilization and demobilization include the assembly and transportation of all necessary tools, equipment, personnel, and materials to and from the project site to perform all of the Work required under these specifications. It also includes the site work and preparation necessary to accommodate the well drilling, development, testing, and final cleanup work on the grounds occupied by the Contractor required under these specifications.

### 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

### 3.03 SAMPLING

#### A. FORMATION SAMPLING:

1. FREQUENCY OF SAMPLING:

During drilling of the conductor casing borehole and the pilot borehole, unless approved otherwise by the Owner, Contractor shall collect formation samples under the direction of the Engineer. Formation samples shall be collected every ten (10) feet (or as directed by the Engineer) and at each change in drilling conditions. Unless otherwise directed by the Engineer, samples shall be collected in individual fabric soil sample bags or other containers (e.g., heavy-duty Zip-Loc freezer bags) approved by the Engineer with at least one (1) gallon capacity for each interval. Samples shall consist of at least 500 - 1,000 grams (approximately 1 - 2 lb) of drilled formation material, not including drilling fluid. Containers or bags shall be plainly marked using an indelible marker with (a) the well ID, (b) the depth interval from which the sample was collected, and (c) the date and time of collection. Contractor shall keep all samples protected from damage or mixing, and shall keep samples organized in depth order. The Contractor shall be responsible for the safe and orderly storage of formation samples until acceptance by the Owner or Engineer.

## 2. SAMPLING METHOD:

Unless approved otherwise by the Engineer, the formation sampling method shall be as follows. A return flow sample shall be collected by removing from the discharge fluid a representative sample of the formation by a means acceptable to the Engineer such as collecting the sample in a cuttings sample box or catching it in a bucket and allowing the sample to settle out.

Particular care shall be used during collection of formation samples from depth intervals designated for grain size distribution (GSD) analysis by Engineer. Contractor shall keep GSD samples separate from ordinary cuttings samples. For these sample intervals, the penetration of the bit shall stop when it advances to the top of the sampling interval. Circulation shall be maintained until all cuttings from the last drilled section of the hole are conveyed to the surface. Once the borehole is cleared, the Contractor shall clean all drilled materials from the sample catching device, cuttings box, return ditch, or cyclone and hopper (as applicable). The Contractor then shall drill to the bottom of the sampling interval and circulate fluid until all cuttings from the sampling interval are conveyed from the borehole and ensure that representative cuttings from the sampling interval are being collected in the sampling device. The Contractor shall then carefully collect a representative minimum 1-kg (2.2 lbs) cuttings sample from the sampling device.

### B. WATER SAMPLING:

The Contractor shall coordinate with and provide necessary information to the Engineer for collection of any water samples during development of the Monitoring Well.

### C. DRILLING FLUID SAMPLING:

The Contractor shall collect and test samples of drilling fluids at the rig pump suction with sufficient care to ensure a true and representative sample. It is the Contractor's responsibility to provide and maintain all necessary equipment for measuring fluid properties. Unless approved otherwise by the Engineer, the drilling fluid tests shall be conducted: 1) every 50 feet of depth; or 2) every four (4) circulating hours, whichever is more frequent. The tests also shall be conducted whenever conditions appear to have changed, problems arise, or whenever requested by the Owner or Engineer.

The Contractor shall conduct all tests and shall maintain a log showing the drilling fluid properties set forth herein including date, time, depth, viscosity, drilling fluid weight, sand content, and any other tests requested by Engineer.

### 3.04 CONDUCTOR CASING INSTALLATION

#### A. GENERAL:

A permanent conductor casing shall be installed to prevent shallow unstable hole conditions and to isolate the pilot borehole from shallow groundwater during the drilling and reaming of the pilot borehole and construction of the Monitoring Well. The conductor casing for the Monitoring Well shall be installed in a borehole at least four (4) inches larger in diameter than the outer diameter of the conductor casing.

#### B. DRILLING FLUID:

The requirements for drilling fluids set forth in Section 2.01 DRILLING FLUIDS shall apply to conductor casing installation, unless otherwise approved by Engineer.

### 3.05 OUTER ANNULAR (SANITARY) SEAL INSTALLATION

#### A. GENERAL:

Within the annular space between the conductor casing and the borehole wall, a minimum two (2) inch thick annular surface seal shall be emplaced to the depth of the conductor casing, as shown on Figures 1 and 2, by tremie pipe or other method approved by Engineer in accordance with requirements specified in DWR Bulletin Nos. 74-81 and 74-90 and any other local requirements. The outer annular seal shall be constructed of the materials set forth in Section 2.02 SEALING MATERIALS. Unless directed otherwise by the Owner or Engineer, all sealing material shall be installed in the presence of the Owner or Engineer. The Contractor shall notify all required authorities, including but not limited to the Monterey County Environmental Health Department, in advance of the planned sealing material placement, as required by the well drilling permit and all applicable regulations.

### 3.06 PILOT BOREHOLE DRILLING

#### A. GENERAL:

The Contractor shall employ approved drilling methods and equipment and properly install the materials described herein so that the finished Monitoring Well conforms to the design illustrated in Figures 1 and 2, and conforms to these specifications. The Contractor shall manage and dispose of drilling fluids and cuttings from drilling the pilot borehole in accordance with the requirements set forth in Section 1.07 DISPOSAL OF FLUIDS AND CUTTINGS.

#### B. METHODS:

After the conductor casing has been installed, the Contractor shall allow the outer annular seal to cure for the greater of 48 hours or another duration as directed by Owner or Engineer. Following the curing period, the Contractor shall drill a maximum 8-inch diameter pilot borehole from the bottom of the conductor casing borehole to the total depth shown on Figures 1 and 2, as directed by the Owner or Engineer, using the direct mud rotary drilling method.

#### C. DRILLING FLUID:

The requirements for drilling fluids set forth in Section 2.01 DRILLING FLUIDS shall apply to pilot borehole drilling. The Contractor shall collect and test samples of drilling fluids as applicable using the methods and frequency described in Section 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

SAMPLING. Drilling fluid data shall be provided to the Owner and Engineer.

### 3.07 GEOPHYSICAL TESTING - PILOT BOREHOLE

- A. GENERAL: The Contractor shall arrange for a geophysical-services provider to conduct borehole geophysical testing for each borehole. The geophysical suite shall consist of spontaneous potential, natural gamma, short-normal and long-normal resistivity, fluid resistivity and temperature measurements. Owner or Engineer may specify other borehole geophysical tests to be conducted, at Owner or Engineer's option.

Upon drilling to the total depth as directed by the Owner or Engineer, the Contractor shall continue to circulate borehole fluids until all drill cuttings have been removed from the borehole, the drilling fluid in the hole is uniform, and the geophysical services technician is onsite or nearby and en-route to the jobsite, as approved by Engineer. With approval from the Owner or Engineer, the Contractor shall remove the drill string from the hole and shall remain on site, to assist as required, until the Owner releases the geophysical testing service provider from the site. The time after completely removing the drill pipe, stabilizer, and bit from the hole until the geophysical testing service provider is released from the site shall be regarded as standby time in accordance with Section 1.05 SCHEDULING.

In the event that geophysical testing cannot be performed over the total depth drilled, as recorded in the Contractor's Driller's Log, the Owner shall receive a credit from the Contractor in the form of a reduction in the total feet charged for borehole drilling equal to the difference between the total depth drilled minus the total depth available for geophysical testing.

Contractor shall ensure that the geophysical services contractor provides digital format files in both PDF and LAS format to Engineer for review via email, before releasing the geophysical services contractor from the jobsite.

### 3.08 BOREHOLE REAMING TO FINAL DIAMETER

- A. GENERAL:  
The Contractor shall employ approved drilling methods and equipment and properly install the materials described herein so that the finished Monitoring Well conforms to the design illustrated in Figures 1 and 2, and conforms to these specifications. The Contractor shall manage and dispose of drilling fluids and cuttings from reaming of the pilot borehole in accordance with the requirements set forth in Section 1.07 DISPOSAL OF FLUIDS AND CUTTINGS.

B. METHODS:

Contractor shall ream the pilot borehole out to its final design diameter(s) from the bottom of the conductor casing borehole to the specified depth(s) shown on Figures 1 and 2, as directed by the Owner or Engineer, using the mud rotary drilling method.

C. DRILLING FLUID:

The requirements for drilling fluids set forth in Section 2.01 DRILLING FLUIDS shall apply to reaming of the pilot borehole if drilled using the direct rotary method. If the flooded-reverse rotary method is employed, a less viscous mud may be used. The Contractor shall collect and test samples of drilling fluids as applicable using the methods and frequency described in Section 3.02 NOISE AND SOUNDWALLS

Contractor shall conform to all applicable local noise abatement ordinances, and shall measure and abate noise produced during drilling, well construction, well development, and well testing operations, including mobilization and demobilization.

Installation of soundwalls around the worksite may be necessary, at engineer's and owner's discretion. Contractor shall procure, install, maintain, and remove soundwalls at the worksite, as needed.

SAMPLING. Drilling fluid data shall be provided to the Owner and Engineer.

3.09 GEOPHYSICAL TESTING - REAMED BOREHOLE

A. GENERAL:

After the borehole is reamed to its final design diameter, Contractor shall arrange for caliper testing by the geophysical services provider, to provide measured final borehole diameter(s) and volume(s) for accurate emplacement of annular fill materials. Owner or Engineer may specify other borehole geophysical tests to be conducted, at Owner or Engineer's option.

Upon completion of reaming, drilling to the total design depth as directed by the Owner or Engineer, the Contractor shall continue to circulate borehole fluids until all drill cuttings have been removed from the borehole, the drilling fluid in the hole is uniform, and the geophysical services technician is onsite, or nearby and en-route to the jobsite, as approved by Engineer. With approval from the Owner or Engineer, the Contractor shall remove the drill string from the hole and shall remain on site, to assist as required, until the Owner releases the geophysical testing service provider from the site. The time after completely removing the drill pipe, stabilizer, and bit from the hole until the geophysical testing service provider is released from the site shall be regarded as standby time in accordance with Section 1.05 SCHEDULING.

In the event that geophysical testing cannot be performed over the total depth drilled, as recorded in the Contractor's Driller's Log, the Owner shall receive a credit from the Contractor in the form of a reduction in the total feet charged for borehole drilling equal to the difference between the total depth drilled minus the total depth available for geophysical testing.

Contractor shall ensure that the geophysical services contractor provides digital format files in both PDF and LAS format to Engineer for review via email, before releasing the geophysical services contractor from the jobsite.

### 3.10 ZONE TESTING (NOT USED)

### 3.11 BOREHOLE DESTRUCTION

#### A. GENERAL:

If the borehole requires destruction, the Contractor shall furnish all material, equipment, and necessary permits and perform all labor to properly destroy the borehole in accordance with guidelines provided by DWR Bulletin Nos. 74-81 and 74-90, applicable Monterey County Codes, regulations, and ordinances, the specific terms of the drilling permit, and as specified herein. The goal of destruction is to restore the hydrogeologic conditions that existed before the hole was drilled.

B. METHOD: Unless approved otherwise in writing by Owner or Engineer, and in addition to other requirements specified above, the entire borehole will be filled with neat cement, sand/cement grout or concrete placed from the bottom upward by a tremie method that avoids segregation or dilution of grout material.

C. RECORDS: The Contractor shall submit to the Owner or Engineer complete records of the entire destruction procedure to provide documentation that the hole was properly sealed. The records shall include the type and quantity of sealing material, the method of emplacement, the depth intervals at which the sealing materials were placed, and measurements of the water or fluid level before borehole destruction.

Contractor shall be responsible for contacting and coordinating with the grout inspector for the permitting agency, as required in the drilling permit.

### 3.12 WELL CASING AND SCREEN INSTALLATION

Well casing and screen shall be installed in conformance with dimensions and specifications shown on Figures 1 and 2, and as detailed in Sections 2.05 WELL CASING and 2.06 WELL SCREEN. Contractor shall run in well casing for nested wells concurrently, using spacers between the multiple casing strings to maintain a grout envelope around each completion over the total cased depth of the well(s), as described in Section 2.07 CENTRALIZERS AND SPACERS. Contractor shall maintain casing in suspension at all times to enhance plumbness and avoid deviation of the casing from straight and vertical.

### 3.13 FILTER PACK EMPLACEMENT

#### A. DELIVERY AND STORAGE:

The filter pack materials shall be delivered to the project site upon approval by the Owner or Engineer. The material may be delivered in bags, "supersacks" or in bulk. Contractor shall protect filter pack material from contact with the ground, contamination with foreign materials of any kind, and weather until installed. Materials delivered in bulk shall be stored on a surface covered with new, clean heavy (6-mil or greater) plastic sheeting. Filter pack materials shall be covered to prevent contamination with debris and other substances. Material for the filter pack that comes in contact with the ground or contaminated material shall not be used, and Contractor shall protect all materials from contamination until installation.

#### B. INSTALLATION:

Unless otherwise approved by the Owner or Engineer, the Contractor shall install filter pack materials using a tremie wash method, not by freefall. The material shall be



placed to ensure continuity of the filter pack without bridging, voids, or segregation. Contractor shall tremie-wash in the filter pack evenly around the casing, withdrawing the tremie pipe as backfilling progresses, to ensure the tremie remains above the top of filter pack at all times.

Contractor shall emplace filter pack sand over the screened intervals for each well or well completion, as detailed in Figures 1 and 2. Contractor shall demonstrate that the amount of filter pack materials emplaced is at least as much as the calculated borehole volume over the intended interval as indicated by the caliper testing data (Section 3.09 GEOPHYSICAL TESTING - REAMED BOREHOLE). For well screens less than 1,000 feet deep, Contractor shall attempt to measure the depth to the top of filter pack at several locations around the casing, using a weighted tape, weighted hip-chain thread, or tag line, to ensure it fills the annular space evenly and completely up to the specified depth. Contractor shall notify Owner or Engineer when filter pack emplacement is complete and shall allow Owner or Engineer to confirm the top of filter pack depth using Engineer's own equipment at Engineer's option.

### 3.14 FILTER PACK FEED PIPE AND SOUNDING TUBE INSTALLATION (NOT USED)

### 3.15 GROUT SEAL EMPLACEMENT

#### A. DELIVERY AND STORAGE:

The grout seal materials shall be delivered to the project site upon approval by the Owner or Engineer. Contractor shall protect grout material from the weather and any contact with moisture, the ground, or contamination with foreign materials of any kind, until installed. Materials delivered shall be stored covered using new, clean heavy (6-mil or greater) plastic sheeting to prevent wetting by rain or contamination with debris or other substances. Material for the grout that comes in contact with the ground or contaminated material shall not be used, and Contractor shall protect all materials from contamination until installation.

#### B. INSTALLATION:

Unless otherwise approved by the Owner or Engineer, the Contractor shall install grout materials using a tremie method, not by freefall. The material shall be placed to ensure continuity of the grout seal without bridging, voids, or segregation. Contractor shall tremie the grout in evenly around the casing, withdrawing the tremie pipe as backfilling progresses, to ensure the tremie remains below the top of grout at all times, to avoid dilution.

Contractor shall emplace grout between the filter pack intervals for each well or well completion, and above the uppermost filter pack interval, as detailed in Figures 1 and 2. Contractor shall demonstrate that the amount of grout materials emplaced is at least as much as the calculated borehole volume over the intended interval as indicated by the caliper testing data (Section 3.09 GEOPHYSICAL TESTING - REAMED BOREHOLE). Contractor shall notify Owner or Engineer when grout emplacement is complete.

### 3.16 WELL DEVELOPMENT

#### A. GENERAL:

The work described in this section consists of furnishing all necessary pumps, surge blocks, jets, bailers, air equipment, measurement equipment, other material, and other equipment and performing all labor for well development in accordance with these specifications. The Monitoring Well shall be developed by a combination of bailing,

airlift pumping, swabbing/surging and overpumping, unless other methods are deemed necessary and approved by the Owner or Engineer.

**B. METHODS:**

**1. AIRLIFTING AND SWABBING:**

The Contractor shall develop the newly constructed well using a dual-swab air-development setup, if sufficient water depth is available in the well. If water depth is insufficient, Contractor shall notify Engineer and proceed with bailing, swabbing, and overpumping.

Initially, Contractor shall remove major sediment in the casing (sand or mud) by bailing. Contractor shall notify Engineer immediately if filter pack sand is noted to be present inside the casing. After bailing, air-lift development shall proceed without swabs initially to remove mud and fine sediment from inside the well casing. After the casing has been cleared to its total depth, the Contractor shall use a dual-swab air-lift apparatus to concentrate development energy within the filter pack over short intervals of well screen, moving the swab up and down over short intervals in order to sequentially develop all well screens over their entire lengths. The Contractor shall airlift and swab, moving the dual-swab apparatus with repetitive strokes from the top to the bottom of each screened interval, until the development water is visibly cleared of drilling fluid and fine sand.

**2. SURGING:**

After airlifting and swabbing, development shall include surging the Monitoring Well using a flanged or valved surge block. The surging shall be conducted from top to bottom of each screened interval with strokes of no more than five (5) feet. Fine sand and silt drawn into the Monitoring Well by surging shall be removed periodically by pumping or bailing. Surging or swabbing shall be continued for up to 20 minutes total per foot of well screen, or until the fines entering the Monitoring Well are decreased to acceptable levels as described under Section 3.16 WELL DEVELOPMENT. After each round of surging, the Monitoring Well shall be bailed or airlift-pumped clean of all mud, sand, and sediment.

**3. OVERPUMPING:**

Upon completion of the surging process, development shall include a series of short periods (approximately 10 minutes) of overpumping followed by an equal time for recovery. Contractor shall pump the wells with no check valve or foot valve present. Unless determined otherwise by the Owner or Engineer, Contractor shall use a pump capable of inducing a screen entrance velocity of at least 0.15 feet per second, i.e., at least 90 gpm for the 4<sup>th</sup> Avenue wells, and 45 gpm for the F-Tank wells. If a pump with this capacity is not available, Contractor shall bail the well at a rate sufficient to induce an instantaneous screen entrance velocity of at least 0.15 feet per second for each overpumping cycle.

Contractor shall measure and record water quality parameters at the end of each overpumping cycle, including temperature, pH, electrical conductivity, and turbidity. Contractor also shall determine specific capacity (gallons per minute per foot of drawdown after of the well after each overpumping or bailing cycle. Pumping (or bailing, as appropriate) shall continue at the above rates until acceptable water quality standards are attained, as specified in Section WELL DEVELOPMENT, Part

COMPLETION OF WELL DEVELOPMENT:, COMPLETION OF WELL DEVELOPMENT:, below.

C. INSTALLATION OF PUMP FOR DEVELOPMENT:

The Contractor shall furnish, install, operate, and remove an acceptable pump for developing the Monitoring Well. The pump shall have its intake set at a sufficient depth to conduct the well development specified herein, accounting for drawdown, as estimated based on well behavior during initial development. The pumping unit shall be complete with an ample power source, controls, and appurtenances and shall be capable of being operated without interruption for a period of at least 12 hours. The Contractor shall furnish and install discharge piping for the pumping unit of sufficient size and length to conduct well development water to the locations specified in Section 1.07 DISPOSAL OF FLUIDS AND CUTTINGS.

D. COMPLETION OF WELL DEVELOPMENT:

Unless determined otherwise by the Owner or Engineer, well development shall be considered complete upon satisfaction of all of the following conditions:

1. The turbidity of the produced water shall be less than or equal to 5 NTUs.
2. The sand content of the discharge water shall average not more than five (5) mg/L.
3. There shall be no increase in specific capacity during at least three (3) cycles of overpumping or bailing.

Upon completion of development, the Contractor shall remove any sand, sediment, or other debris accumulated in the bottom of the well casing.

E. MEASUREMENTS DURING DEVELOPMENT:

The Contractor shall record all of the following during development:

1. Time, measured to the nearest minute.
2. Flow rate, measured to the nearest 10 gallons per minute.
3. Pumping water levels before surges (as applicable), measured to the nearest 0.01 foot.
4. Start and stop time, and duration of each swabbing, surging, or pumping cycle.
5. Any observation of unusual or changed conditions, including changes in rate of drawdown, changes in pump behavior or operation, unusual odors, gases, color, turbidity, or sediment load changes in produced water, or other conditions.

F. DISCHARGE WATER:

Well development discharge water shall be disposed of in accordance with Section 1.07 DISPOSAL OF FLUIDS AND CUTTINGS.

G. RECORDS:

Complete records of all development work shall be maintained by the Contractor and provided to the Owner and Engineer upon request. See Section 1.08 RECORDS.

3.17 WELL PLUMBNESS AND ALIGNMENT TESTING (NOT USED)

3.18 WELL DESTRUCTION

A. GENERAL:

Upon determination that the well should be destroyed for failure to meet the plumbness and alignment requirements set forth in Section 1.04 QUALITY ASSURANCE, the Contractor shall furnish all material, equipment, and necessary permits, and shall

perform all labor to properly plug and destroy the monitoring well in accordance with guidelines provided by DWR Bulletin Nos. 74-81 and 74-90 and as specified herein. The goal of destruction is to restore the hydrogeologic conditions that existed before the well was drilled.

**B. METHOD:**

Unless otherwise required under the terms of the well destruction permit, and in addition to other requirements specified in DWR Bulletin Nos. 74-81 and 74-90, the Contractor shall destroy the entire well by pressure grouting, emplacing neat cement by tremie within the well screen and casing assembly from the bottom upwards, using a method that will avoid segregation or dilution of cement.

**C. RECORDS:**

The Contractor shall provide to the OTR complete records of the entire destruction procedure to provide a record that the well was properly destroyed. The records shall include the type and quantity of sealing material, the depth at which the sealing materials were placed. Records shall include documentation of approval of well destruction by the permitting agency.

**D. PAYMENT:**

No payment shall be made for monitoring well destruction that is necessary due to the Contractor's failure to construct a monitoring well in accordance with the plumbness requirements set forth in Section 1.04 QUALITY ASSURANCE.

END OF SECTION

**APPENDIX A  
DEPARTMENT OF WATER RESOURCES  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT IMPLEMENTATION GRANT REQUIREMENTS**

This project is funded in part by the California Department of Water Resources (DWR) Sustainable Groundwater Management Act (SGMA) Implementation Grant. The contractor is required to comply with all applicable requirements associated with the SGMA Implementation Grant.

Appendix A.1 includes materials to be reviewed related to the SGMA Implementation Grant requirements and forms that must be completed and submitted with the bid documents. Appendix A.2 includes supplemental special conditions associated with the SGMA Implementation Grant. Appendix A.3 includes the standard conditions associated with the SGMA Implementation Grant.

Enclosed please find:

APPENDIX A.1 – MATERIALS AND FORMS RELATED TO SGMA IMPLEMENTATION GRANT  
REQUIREMENTS

APPENDIX A.2 – SPECIAL SUPPLEMENTAL CONDITIONS RELATED TO THE SGMA  
IMPLEMENTATION GRANT

APPENDIX A.3 – STANDARD CONDITIONS RELATED TO THE SGMA IMPLEMENTATION  
GRANT

## **APPENDIX A.1 – MATERIALS AND FORMS RELATED TO SGMA IMPLEMENTATION GRANT REQUIREMENTS**

The bidder is required to review the information related to SGMA Implementation Grant requirements that is attached as part of this appendix section. The starred attachments indicate forms that must be completed and submitted the as part of the bid document.

- Attachment 1      Drug-Free Workplace Certification\*
- Attachment 2      Nondiscrimination Certification\*

## **APPENDIX A.2 – SPECIAL SUPPLEMENTARY CONDITIONS RELATED TO THE SGMA IMPLEMENTATION GRANT**

### **SSC-A.01 ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE**

Prior to the start of construction at each site, the contractor shall place project sign(s) at a prominent location at the site(s) or at District headquarters. The project sign(s) shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and through an agreement with the State Department of Water Resources." The sign may need to be elevated and/or located close to District-designated areas for visibility. The contractor shall submit a prototype of the construction sign to the District for review and approval before posting the signs at the construction sites. A construction project sign template will be provided to the awarded contractor.

The sign shall be prepared in a professional manner, be at least four feet tall by eight feet wide, made of 3/4-inch thick exterior grade plywood or other approved material.

At a minimum, the following shall be included on the project signs:

- Project Title
- Purpose of Project
- Estimated Construction Duration
- Project Cost (if provided)
- Public Affairs contact
- District's color logo
- District's Mission Statement

In addition to the above, the signs shall include other agencies logos, disclosure statements, or additional information as requested by the District, so long as the above requirements are equally prominent. The Contractor shall be responsible to maintain the signs in good condition for the duration of the project.

### **SSC-A.02 AMERICANS WITH DISABILITIES ACT**

The contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **SSC-A.03 CHILD SUPPORT COMPLIANCE ACT**

The contractor acknowledges in accordance with Public Contract Code §7110, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with §5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### SSC-A.04 **CONFLICT OF INTEREST**

The contractor is subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.

- a) **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.
- b) **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.
- c) **Employees of the Contractor:** Employees of the 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, Government Code §87100 et seq.
- d) **Employees and Consultants to the Contractor:** Individuals working on behalf of the contractor may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

#### SSC-A.05 **DRUG-FREE WORKPLACE CERTIFICATION**

**Certification of Compliance:** By signing this proposal, the contractor hereby certifies, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code §8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code §8355(a)(2) to inform employees or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees and subcontractors for drug abuse violations.



- c) Provide, as required by Government Code §8355(a)(3), that every employee and/or subcontractor who works under this project:
- i. Will receive a copy of the contractor's drug-free policy statement, and
  - ii. Will agree to abide by terms of contractor's condition of employment, contract or subcontract.

#### **SSC-A.06 CALIFORNIA LABOR CODE COMPLIANCE**

The contractor affirms that it will comply with prevailing wage provisions of the Labor Code. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dise/PWManualCombined.pdf>. The contractor affirms that it is aware of the provisions §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the contractor affirms that it will comply with such provisions before commencing the performance of the work under this project and will make its subcontractors aware of this provision.

#### **SSC-A.07 NONDISCRIMINATION**

During the performance of this project, the contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The contractor and its subcontractors give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this project.

#### **SSC-A.08 TRAVEL COSTS**

The contractor acknowledges that only ground transportation and lodging costs are eligible for reimbursement. Per diem costs shall not be eligible for reimbursement. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel.

#### **SSC-A.09 PROJECT ACCESS**

The contractor shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during project construction.

## **APPENDIX A.3 – STANDARD CONDITIONS RELATED TO THE SGMA IMPLEMENTATION GRANT**

The contractor is required to comply with all applicable conditions of the District's agreement with DWR for the SGMA Implementation Grant. Note that many of these conditions have been included in the special supplementary conditions listed in Appendix A.2.