

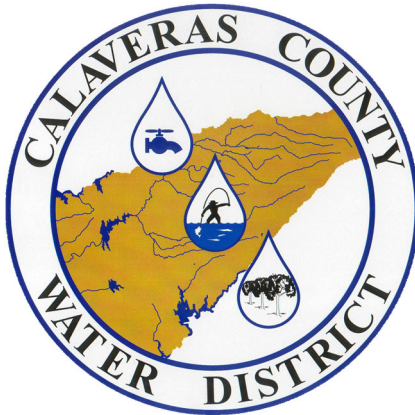
EBBETTS PASS REDWOOD WATER STORAGE
TANKS WILDFIRE HAZARD MITIGATION
PROJECT (HMGP)

BOLTED STEEL TANK MATERIALS
PROCUREMENT AND INSTALLATION

*CCWD CIP No. 11095A
CAL OES/FEMA DR-4344/PJ0119*

BID PACKAGE

FEBRUARY 22, 2021



Proposal will be received at the office of:

Calaveras County Water District
120 Toma Court
San Andreas, California 95249
no later than

2:00 p.m. local time on March 18, 2021

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SECTION 00100

ADVERTISEMENT FOR BIDS

CALAVERAS COUNTY WATER DISTRICT
EBBETTS PASS REDWOOD WATER STORAGE TANKS
HAZARD MITIGATION GRANT PROGRAM (HMGP)

BOLTED STEEL TANK MATERIALS
PROCUREMENT AND INSTALLATION PROJECT

Sealed bids for the Ebbetts Pass Redwood Water Storage Tanks HMGP, Bolted Steel Tank Materials Procurement and Installation Project will be received by Calaveras County Water District at the office of Calaveras County Water District at 120 Toma Court, San Andreas California 95249 until **2:00 PM local time on March 18, 2021**, at which time the Bids will be publicly opened and read.

This Project is in Calaveras County, California work will be done at five separate locations within the Communities of Camp Connell, Arnold and Forest Meadows CA. The work locations are known as Big Trees Tank 8, Big Trees Tank 4, Arnold Tank 13, Heather Drive Tank and Larkspur Court Tank. The Project will replace the Districts existing water storage tanks with fire resistant glass fused, bolted steel tanks.

The Project work consist of furnishing all labor, materials, equipment, and incidentals required to provide engineered water tank design, tank materials fabrication, installation of glass fused bolted steel storage tanks, staircase and tank appurtenances as shown on the project drawings and as specified in the project documents. The tank design, materials, fabrication, and methods of construction shall conform to the requirements of AWWA D 103-19 for Factory Coated Bolted Steel Tanks. The tanks shell shall have a minimum of ¼" material sheet thickness with no external stiffeners and mil finish aluminum dome.

The manufacturer shall specialize in design and fabrication of bolted steel tanks with glass coatings conforming to AWWA D103-19, Section 12.4; the District will not accept substitution of different materials or coatings such as thermoset powder or epoxy.

The Bidder shall be a manufacture's authorized tank distributor with a demonstrated record of proven field experience over the past five (5) years. The tank erector shall be currently licensed by and in good standing with the California State License Board. The tank manufacturer shall be International Organization for Standardization (ISO) 9001:2015 certified.

All Iron and Steel materials used as part of this project shall be manufactured in the U.S.A. and comply with American Iron and Steel requirements (AIS).

This Project is Funded in Part by the United States Federal Emergency Management Agency (FEMA). The Project is subject to numerous permits and environmental constraints that must be adhered to during course of the work.

The Engineered Drawings and Calculations provided by the Tank Manufacture will be submitted to California Division of Drinking Water for approval and will be used by the District to solicit bids for tank foundation construction.

Site work, foundation construction and associated underground piping for the tanks is not part of this Project and will bid under separate construction contract.

The Engineer's estimate of probable cost is \$2.0 million.

The Bidding Documents are available at:

Calaveras County Water District
120 Toma Ct.
San Andreas, CA 95249
Contact: Kevin Williams/ Phone: (209) 753-3184

Dodge Data & Analytics
4300 Beltway Place, Suite 180
Arlington TX, 76018
Phone: (800) 393-6343

Sacramento Regional Builders Exchange
5370 Elvas Avenue
Sacramento, CA 95819
Phone: (916) 442-8991

Placer County Builders Exchange
10656 Industrial Ave, Suite 160
Roseville, CA 95678
Phone: (916) 771-7229

Builders' Exchange of Stockton
4561 Quail Lakes Drive, Suite B-2
Stockton, CA 95207
Phone: (209) 478-1000

Bay Area Builders Exchange
3055 Alvarado Street
San Leandro, CA 94577
Phone: (510) 483-8880

Valley Builders Exchange
1118 Kansas Avenue
Modesto, CA 95351
Phone: (209) 522-9031

Central CA Builders Exchange
1244 N Mariposa Street
Fresno, CA 93703
Phone: (559) 237-1837

Questions regarding the Bidding Documents shall be directed to:

Calaveras County Water District
120 Toma Court
P.O. Box 846 (*for all U.S. Mail*)
San Andreas, CA 95249
Phone (209) 754-3184 / Fax (209) 754-9620/ Email kevinw@ccwd.org
Attn: Kevin Williams

A pre-bid conference call will be held at 10:00 am local time on March 4, 2021 at Calaveras County Water District Office, 120 Toma Court, San Andreas CA, 95249. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Owner: Calaveras County Water District

By: Kevin Williams, P.E.

Title: Civil Engineer

Date: February 22, 2021

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1 - DEFINED TERMS

1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. Issuing Office--The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2 - BIDDING DOCUMENTS

- 2.1 Bidders shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.2 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.3 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.4 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.5 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.1 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

The tank manufacture shall specialize in design and fabrication of bolted steel tanks with glass coatings conforming to AWWA D103-09, Section 12.4; the District will not accept substitution of different materials or coatings such as thermoset powder or epoxy.

Tanks shall be supplied and erected by a manufacturer's authorized distributor with a demonstrated record of proven field experience over the past five (5) years. The installer shall be currently

licensed by and in good standing with the California State License Board. The tank manufacturer shall be International Organization for Standardization (ISO) 9001:2015 certified.

To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below. The Bidder and his subcontractors are required to have a valid, active license issued by the California, Contractors State License Board. Bidders shall submit a statement of qualifications and at least three (3) references of representative projects of same size and complexity. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

ARTICLE 4 - PRE-BID CONFERENCE

- 4.1 A pre-bid conference will be conducted for this Project.
- 4.2 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference call. Information presented, and statements made at the pre-Bid conference will not be binding or legally effective, unless incorporated in an Addendum.

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

5.1 Site and Other Areas

- A. The site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by 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 the Contractor.

5.2 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - b. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
 - c. Reports and drawings known to the 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.

5.3 Other Site-related Documents

- A. No other Site-related documents are available.

5.3 Owners Safety Program

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

5.4 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which 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 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.1 Express Representations and Certifications in Bid Form, Agreement

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

ARTICLE 7- INTERPRETATIONS AND ADDENDA

- 7.1 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.2 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

Calaveras County Water District

120 Toma Court
P.O. Box 846 (*for all U.S. Mail*)
San Andreas, CA 95249
Phone (209) 754-3184 / Fax (209) 754-9620
Attn: Kevin Williams

- 7.3 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date of opening of Bids may not be answered.
- 7.4 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.2 The Bid security of the Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within 15 days after the Notice of Award, 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.
- 8.3 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 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.4 The Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 – SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute 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 within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer’s Certification for Compliance with AIS. Refer to the Manufacturer’s Certification form provided in these Construction Contract Documents. 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 registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer’s Certification letter for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

- 10.2 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 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.1 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.2 If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.3 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which 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 7.07 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.1 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.2 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8 1/2-inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.3 A bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.4 A bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.5 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.6 A bid by an individual must show the Bidder's name and official address.
- 12.7 A bid by a joint venture must be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.8 All names must be printed in ink below the signatures.
- 12.9 The Bid must contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of a Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13 - BASIS OF BID

13.1 Base Bid

- A. Bidders must submit a Bid for the lump sum and/or unit price items as set forth in the Bid Form.

13.2 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which 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. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.3 Allowances

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

ARTICLE 14 – SUBMITTAL OF BID

- 14.1 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

- 14.2 A bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with

the notation "BID ENCLOSED". A mailed bid must be addressed to the location designated in the Advertisement.

- 14.3 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 16 - OPENING OF BIDS

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

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

18.5 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder when unit prices are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.6 In evaluating whether a Bidder is responsible, 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 identify of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.7 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 19 – BONDS AND INSURANCE

19.1 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, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.2 Article 8, Bid Security, of these instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20 – SIGNING OF AGREEMENT

20.1 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance

documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 - SALES AND USE TAXES

21.01 Contractor shall pay all sales, use and other taxes as specified in Paragraph 7.10 of the General Conditions.

ARTICLE 22 – CONTRACTS TO BE ASSIGNED

22.1 There are no procurement contracts of which the Contractor will be required to accept assignment previously entered into by the Owner for the direct purchase of goods and special services.

ARTICLE 23 – FEDERAL REQUIREMENTS

23.1 If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.

23.2 Federal requirements at Article 19 of the Supplemental Conditions apply to this Contract.

23.2 Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term “iron and steel products” means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis, minor components, and pig iron and direct reduced iron waivers apply to this Contract. Refer to Section 01000 in these contract documents for additional guidance for complying with American Iron and Steel requirements.

ARTICLE 24 - WORKERS' COMPENSATION REQUIREMENTS

24.1 As required by Section 1860 of the California Labor Code and in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of workers' compensation to its employees.

24.2 In accordance with Section 1861 of the California Labor Code, the contractor shall furnish the owner with a statement as follows: “I am aware of the provisions of 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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.”

ARTICLE 25 – WAGE RATE REQUIREMENTS

- 25.1 The prevailing wage rates of the State of California apply to this contract as do any requirements of the State of California associated with the use of these State Prevailing wages.
- 25.2 Prevailing Wages: Notice is hereby given that pursuant to 1773 of the Labor Code of the State of California, the owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.
- 25.3 Statutory Penalty For Failure to Pay Minimum Wages: In accordance with 1775 (a) through (c) of the California Labor Code, the contractor shall as a penalty to the State of political subdivision on whose behalf a contract is made or awarded, forfeit the current statutory penalty for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision 1775 (b), by any subcontractor under the contractor.
- 25.4 Statutory Penalty for Unauthorized Overtime Work: In accordance with Section 1813 of the California Labor Code, the contractor shall as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit the current statutory penalty for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which said worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.
- 25.5 Requirements: Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice hour for each five journeymen hours (unless an exemption is granted in accordance with 1777.5) and contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least 16 years of age, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations.
- 25.6 Payroll Records: Contractor shall keep accurate payroll records in format specified by the Division of Labor Standards Enforcement. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by the contractor. Copies of such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section

1776. Contractor and subcontractors shall furnish and submit electronic certified payrolls directly to the Labor Commissioner, and duplicate copies available to the owner.

ARTICLE 26 – SUBCONTRACTOR LISTING LAW

- 26.1 In accordance with Section 4104 of the California Public Contract Code, each bidder, in his or her bid, shall set forth the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total Lump Sum bid.
- 26.2 In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the owner either: (a) substitute a person as a subcontractor in place of the subcontractor listed in the original bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid; or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.
- 26.3 Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code. A prime contractor violating this law violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five day's notice of the time and place thereof.

ARTICLE 27 – REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 27.1 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 1711.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section

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SECTION 00211 SEQUENCE OF CONSTRUCTION

1.0 PROJECT COORDINATION AND COOPERATION

Calaveras County Water District (CCWD) intends to contract with others for the performance of other work on the Project Site including existing tank demolition, site grading, concrete, concrete reinforcing steel, electrical, and underground piping. It is the responsibility of the Contractor and all others working onsite to coordinate their work efforts, so work does not interfere or damage other work in and around the site. The Contractor is required to visit the site just prior to mobilizing to confirm that field conditions are satisfactory to begin tank erection work, deficiencies should be addressed to CCWD prior to mobilization. The Contractor will be required to attending weekly construction coordination meetings when there is upcoming and ongoing work, provide an up-to-date look ahead schedule on weekly basis, and long-term schedule monthly and when the schedule changes. Coordination meetings maybe attended via video conference if the Contractor does not have active work onsite.

2.0 PROJECT SEQUENCE

Project sequence will begin with Construction of Heather Dr. Tank and Big Trees Tank 8, these two tanks should be constructed and ready for service within the first construction season (May 1– November 30, 2021). The tank materials for Heather Dr. Tank and Big Trees Tank 8 will need to be fabricated and ready for erection starting July 1st, 2021 to provide adequate time for all work to be completed during the first construction season. Actual delivery dates will need to be coordinated with CCWD once construction has started, the delivery dates maybe adjusted by CCWD based on progress of other work on the Project.

Larkspur Tank, Big Trees Tank 4 and Arnold Tank 13 should be constructed and ready for service within the second construction season (May 1 – November 30, 2022). The tank materials for Larkspur Tank, Big Trees Tank 4 and Arnold Tank 13 will need to be fabricated and ready for erection starting July 1st, 2022 to provide adequate time for all work to be completed during the second construction season. Actual delivery dates will need to be coordinated with CCWD once construction has started, the delivery dates maybe adjusted by CCWD based on progress of other work on the Project.

Modifications to the sequence of work maybe made upon agreement between CCWD, the Contractor, and others working onsite. Big Trees Tank 8 and Big Trees Tank 4 cannot be worked on concurrently. Larkspur Tank and Heather Tank cannot be worked on concurrently.

3.0 PROJECT SCHEDULE

The Contractor shall provide the District a long-term project schedule within 5 Days of issuance of Notice to Proceed (NTP). The Project Schedule and the materials Fabrication Schedule will need to be mutually agreed on between the District and Contractor, the schedule will need to allow for completion of the project within the required timeframe including time allowances for completion of existing tank demolition, site grading, concrete, concrete reinforcing steel, electrical, and underground piping which will be done by others. The Project schedule should at

a minimum have the Project Milestones listed below along with other relevant schedule activities:

Engineered Shop Drawings (Tank and Foundation), Submitted within 14 Calendar Days of NTP
Review of Shop Drawings by District, 7 Calendar Days from Contractors Submission
Submit Engineered Drawings and Calculations to CA Division of Drinking Water for Approval
Delivery of Anchor Bolts for Foundations: June 1st, 2021
Delivery of Tank Materials (Heather Dr Tank): July 1st, 2021
Delivery of Tank Materials (Big Trees 8 Tank): July 15th, 2021
Erection of Big Trees Tank 8
Erection of Heather Dr Tank
Tanks ready for Leak Testing
Delivery of Tank Materials (Larkspur Tank): July 1st, 2022
Delivery of Tank Materials (Big Trees 4 Tank): July 1st, 2022
Delivery of Tank Materials (Arnold Tank 13): July 30th, 2022
Erection of Big Trees Tank 4
Erection of Larkspur Tank
Erection of Arnold Tank 13
Tank ready for Leak Testing

END OF SECTION

**SECTION 00410
BID FORM FOR CONSTRUCTION CONTRACT**

**REDWOOD WATER STORAGE TANKS
WILDFIRE HAZARD MITIGATION PROJECT**

**BOLTED STEEL TANK MATERIALS
PROCUREMENT AND INSTALLATION**

ARTICLE 1 – OWNER AND BIDDER

1.1 This Bid is submitted to:

Calaveras County Water District
120 Toma Court
San Andreas CA

1.2 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 – ATTACHMENTS TO THIS BID

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

- A. Bid Bond
- B. Compliance Statement/Certification of Non-Segregated Facilities (RD 400-6);
- C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transactions (AD-1048);
- D. List of Proposed Subcontractors;
- E. Non-Collusion Affidavit;
- F. Workers Compensation Certification;
- G. Evidence of authority to do business in California; or a written covenant to obtain such license within the time for acceptance of Bids;
- H. Evidence of Contractor's License Number or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of bids;

ARTICLE 3 - BASIS OF BID- LUMP SUMS/UNIT PRICES

3.01 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/Demobilization	LS	1		
2	Furnish and Install Water Storage Tank (Heather Tank)	LS	1		
3	Furnish and Install Water Storage Tank (Larkspur Tank)	LS	1		
4	Furnish and Install Water Storage Tank (Arnold Tank 13)	LS	1		
5	Furnish and Install Water Storage Tank (Big Trees 4 Tank)	LS	1		
6	Furnish and Install Water Storage Tank (Big Trees 8 Tank)	LS	1		
Total of All Bid Items					\$

DOLLARS

TOTAL BID AMOUNT (WRITTEN)

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 purposes of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities as determined as provided in the Contract Documents.

3.02 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 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

DESCRIPTIONS OF BID ITEMS

BID ITEM NO.1 – MOBILIZATION/DEMOBILIZATION

This item consists of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; securing performance and payment bonds and required insurance, establishing storage areas; preparing schedules, submitting engineered shop drawings and calculations; Contractor shall provide and maintain portable toilet(s) on-

site for use by Contractor and subcontractor employees during tank erection. Demobilization shall include, but not limited to, removal of all waste materials, debris, and issuance of maintenance bond. Contractor shall submit no greater than ten percent (10%) of the total Contract Sum for this Bid Item. Payment of 50% of the total bid item amount will be made upon District approval of Tank and Tank Foundation engineered shop drawings.

BID ITEM NO.2– FURNISH AND INSTALL WATER STORAGE TANK (HEATHER TANK)

Contractor will furnish all labor, materials, equipment, and incidentals required to manufacture and install 510,000-gallon glass fused bolted steel storage tank, stairway, and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

BID ITEM NO.3 – FURNISH AND INSTALL WATER STORAGE TANK (LARKSPUR TANK)

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 260,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

BID ITEM NO.4 – FURNISH AND INSTALL WATER STORAGE TANK (ARNOLD TANK 13)

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 120,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

BID ITEM NO.5 – FURNISH AND INSTALL WATER STORAGE TANK (BIG TREES TANK 4)

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 190,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials,

fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

BID ITEM NO.5 – FURNISH AND INSTALL WATER STORAGE TANK (BIG TREES TANK 8)

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 135,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

ARTICLE 4 – TIME OF COMPLETION

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar or working days indicated in the Agreement.
- 4.2 Bidder agrees that the Work will be substantially complete within **600 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **640 calendar** days after the date when the Contract Times commence to run.
- 4.3 Time of Completion is for the overall construction of the Water Storage Tanks including site grading, concrete, electrical and underground pipe that are not including in this Contract. Time of Completion is concurrent with other work onsite outside of this Contract.

ARTICLE 5 - BIDDER’S ACKNOWLEDGEMENTS; ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

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

Addendum No.

Addendum Date

ARTICLE 6 – BIDDERS REPRESENTATIONS AND CERTIFICATIONS

6.1 Bidder's Representations

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

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and regulations that may affect cost, progress, ad performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified int eh Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

—
(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

—
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone: _____

-

Email: _____

Address:

Bidder's Contractor License No.: _____

Employer's Tax ID Number: _____

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

(Public Contract Code Section 7106)

State of California

County of _____

_____, being first duly sworn, deposes
and says that he or she is _____ of _____

_____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted 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.

By _____

Subscribed and sworn to before me on _____
(date)

(Notary Public)

(SEAL)

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Calaveras County Water District Address <i>(principal place of business)</i> : 120 Toma Court San Andreas, CA 95249	Bid Project <i>(name and location)</i> : Ebbetts Pass Redwood Water Storage Tanks, Bolted Steel Tanks Material Procurement and Installation, Calaveras County, California Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
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 will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

I am the undersigned bidder or prospective contractor. I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

Signature of Bidder or Prospective Contractor

Address (including Zip Code)

**SECTION 00450
CERTIFICATION REGARDING DEBARMENT**

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions.**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name)

(Date)

(Title)

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

State of California

County of _____

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.

(Name of Contractor)

by: _____

(Signature of Contractor)

Date: _____

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NOTICE OF AWARD

Date of Issuance:

Owner: Calaveras County Water District

Owner's Project No.: 11095A

Engineer:

Engineer's Project No.:

Project: **Ebbetts Pass Water Storage Tank, HMGP
Bolted Tanks Material Procurement and Installation**

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Calaveras County Water District-Ebbetts Pass Water Storage Tanks, HMGP, Bolted Steel Tank Materials Procurement and Installation.

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

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Calaveras County Water District**

By (signature): _____

Name (printed): _____

Title: _____

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Calaveras County Water District** (“Owner”) and _____ (“Contractor”).

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

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 will replace existing potable water storage tanks with new fire resistant bolted steel water storage tanks. The Project includes the manufactures tank design, tank materials and tank erection on a foundation constructed by others.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Advanced Metering Infrastructure Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Charles Palmer, P.E., District Engineer** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Calaveras County Water District.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 complete within **600** 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 **640** days after the date when the Contract Times commence to run.

4.05 *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 Contract Times, as duly modified. 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 **\$750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 **\$500** 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.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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 times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1		
2	Furnish and Install Water Storage Tank (Heather Drive Tank)	LS	1		
3	Furnish and Install Water Storage Tank (Larkspur Drive Tank)	LS	1		
4	Furnish and Install Water Storage Tank (Arnold Tank 13)	LS	1		
5	Furnish and Install Water Storage Tank (Big Trees Tank 4)	LS	1		
6	Furnish and Install Water Storage Tank (Big Trees Tank 8)	LS	1		
Total of All Bid Items					\$

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.

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 the basis of Contractor's Applications for Payment on or about the 15th 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.

- 6.02.A.1.
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated into the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Addenda
 7. 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.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.

8.02 *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 8.02:
 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 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Address:

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

CERTIFICATE OF OWNERS ATTORNEY AND AGENCY CONCURRENCE

This attachment is to the Contract made and entered into on _____, by and between the **Calaveras County Water District** hereinafter "Owner", and _____ hereinafter called "Contractor." This Contract is for that Work described in the Contract Documents entitled Ebbetts Pass Redwood Water Storage Tanks HMGP, Materials Procurement and Installation.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and

acting legal representative of _____, do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties attached Contract agreement constitutes a valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

(Attorney's Signature) Date

AGENCY CONCURRENCE

As lender or provider of funds to the Owner to provide for the costs of this Contract, and without any liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name

NOTICE TO PROCEED

Owner: Calaveras County Water District Owner's Project No.: 11095A
Engineer: Charles Palmer, P.E. Engineer's Project No.: 11095A
Contractor: _____ Contractor's Project No.: _____
Project: Redwood Water Storage Tanks HMGP, Bolted Tanks Material Procurement and Installation
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

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

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **600 Calendar Days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **640 Calendar Days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

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

Owner: Calaveras County Water District
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Calaveras County Water District</p> <p>Mailing address <i>(principal place of business)</i>: 120 Toma Court San Andreas, CA 95249</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Ebbetts Pass Redwood Water Storage Tanks HMGP Bolted Steel Tank Materials Procurement and Installation</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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 will 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 may 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 will 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 does 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 does 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 will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will 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 must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must 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 will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must 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 will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None.

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: Calaveras County Water District</p> <p>Mailing address (<i>principal place of business</i>): 120 Toma Court San Andreas, CA 95249</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Ebbetts Pass Redwood Water Storage Tanks HMGP Bolted Steel Tank Materials Procurement and Installation</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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 will 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 will 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 the Surety (at the address described in Paragraph 13).
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 will 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 will 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 will 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 will 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 satisfying 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 will 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will 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:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. 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;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. 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 is 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 will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

Contractor's Application for Payment

Owner: _____	Owner's Project No.: _____
Engineer: _____	Engineer's Project No.: _____
Contractor: _____	Contractor's Project No.: _____
Project: _____	
Contract: _____	
Application No.: _____	Application Date: _____
Application Period: From _____ to _____	

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. _____ X \$ - Work Completed	\$	-
b. _____ X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

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

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

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

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

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

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
	Project Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

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

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

A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)		
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract													
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
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					-		-		-		-		
					-		-		-		-		
					-		-		-		-		
Original Contract Totals					\$	-		\$	-	\$	-	\$	-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

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

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

A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Change Orders												
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
					-		-		-		-	
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					-		-		-		-	
					-		-		-		-	
Change Order Totals					\$	-	\$	-	\$	-	\$	-
Original Contract and Change Orders												
Project Totals					\$	-	\$	-	\$	-	\$	-

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to 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; 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; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions,

including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.

32. *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.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.

50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

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

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. 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 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 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of 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.

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

3.03 *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 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 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 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 in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on 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 notify Owner and Contractor in writing 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 versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of 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 precludes 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 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *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 must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, 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 Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b)

promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless 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 will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *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:
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;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.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, then any such adjustment will be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, 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 obligates 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 obligates Contractor to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 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.

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 Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *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. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of 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, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. 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.

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

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of 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 must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *“Or Equals”*

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

and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to 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 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of 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 will be disclosed 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.

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of 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).
 - E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
 - F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
 - H. 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.
 - I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
 - J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.

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

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

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

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. 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 will 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 losses,

damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against 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 will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay,

disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 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.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due 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 8.03.B.

2. 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 Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, 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 will 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.

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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

10.05 *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.

10.06 *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.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract

Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 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 11.07.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 11.07.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to 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.
5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject 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;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If 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 will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. 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 will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either 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 will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *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. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not

be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.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. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Expenses incurred in preparing and advancing Claims.
 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish

and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *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 will 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 will 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 will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *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 written 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 will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then 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, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, 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 for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. 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.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's

request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to 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;
 - 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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
 - 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to 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 15.03.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 6.04 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 documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to 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 Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of 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 costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *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) 10 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) written 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 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *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 7 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, 7 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, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *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 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 will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *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 of the Contract or 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 *Assignment of Contract*

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

18.09 *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.

18.10 *Headings*

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

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
 - e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.
2. *System Infrastructure for Electronic Document Exchange*
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications,

submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
- 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for

Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
- c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.25”** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **30** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **Calaveras Ranger Station** weather monitoring station at **Avery, CA**.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Table A—Foreseeable Bad Weather Days. **Work within the Ebbetts Pass Service District shall be done between April 15th and November 30th.** These restrictions do not apply to any of the other geographical service areas.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established at end of this section in Table A.—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of Section 00610, Performance Bond.

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of Section 00615, Payment Bond.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of Section 00612, Warranty Bond. The warranty bond must be in a bond amount of 15 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated: All Subcontractors to have same insurance limits as Prime Contractor.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
 1. Calaveras County Water District
 2. County of Calaveras
 3. United States Federal Emergency Management Agency
 4. Resident Engineer/Resident Project Representative (as designated by Owner)

- E. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$2,000,000
Each employee	\$2,000,000
Policy limit	\$2,000,000

- F. *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 claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must 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, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. 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). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. 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.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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 must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- K. *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. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00am – 4:30pm.
2. Owner's legal holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Martin Luther King Jr. Day, and Christmas Day.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if 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 8—OTHER WORK AT THE SITE

No changes to Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No changes to Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No changes to Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No changes to Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of State of California, Department of Transportation (Caltrans) Equipment Rental Rates.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five 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
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No changes to Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner

will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. 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, will 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 this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No changes to Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

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CALIFORNIA STATE REQUIREMENTS

CA-1.01 Utilities

- A. Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) at least 48 hours before digging and follow all other provisions of California Government Code Sections 4216 through 4216.9. Contractor shall maintain an active USA ticket number for the entire duration of the excavation.
- B. Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should the Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated for all costs of locating and repairing damage to main or trunkline utility facilities located on the work site and for costs of operating equipment on the work site necessarily idled during such work where the Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

CA-1.02. Worker Protection-Excavations

For all excavations in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground. No such excavation shall be made until said detailed plan is submitted by Contractor and accepted by Engineer.

CA-1.03 Registration with the California Department of Industrial Relations

This project is a "public works" project as defined in California Labor Code Section 1720 through 1743. In accordance with California Labor Code Article 1725.5, Contractor and all subcontractors are required to be registered with the California Department of Industrial Relations (DIR) in order to bid or be listed on a bid and/or work on a public works project.

CA-1.04 Claims

If this is a "Public Works Contract" as defined in Section 22200 of the California Public Contract Code, claims shall be resolved pursuant to Section 9204 of the California Public Contract Code. Key provisions of that section are summarized as follows:

1. "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:

- (A) 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.
 - (B) 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.
2. Payment of an amount that is disputed by the public entity upon receipt of a claim pursuant to this section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
 3. Contractor shall furnish reasonable documentation to support the claim.
 4. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Owner issues its written statement.
 5. If Contractor disputes Owner's written response, or if Owner fails to respond to a claim, Contractor 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, Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 6. 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, Owner shall provide Contractor 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 Owner issues its written statement. Any undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation with the public entity and Contractor sharing the associated costs equally. If the mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 7. Failure by Owner to respond to a claim from Contractor within the time periods described herein or to otherwise meet the time requirements of this section shall result in the claim being 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.
 8. Amounts not paid in a timely manner as required by this section shall bear interest at the maximum legal rate.

CA-1.05 Antitrust Claim Settlement

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

CA-1.06 Substitution of Securities

Funding for this project is provided by the United States Federal Emergency Management Agency (FEMA) and therefore this contract does not allow for substitution of securities (as described in Public Code Section 22300) in lieu of retention.

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**SECTION 00900
SPECIAL CONDITIONS**

ESC-01, Encroachment Permits

For encroachments on County roads, the Contractor shall obtain permits in accordance with Section 700, Article 7.08, except the District will pay direct governmental charges and inspection fees. In submitting a bid, the Contractor shall fully assess encroachments and traffic control needs and include associated costs in the bid items.

ESC-02, Existing Utilities

The Contractor shall be responsible for marking excavations, calling Underground Service Alert (USA) 48-hrs before digging and following all other provisions of California Government Code Section 4216 through 4216.9. The Contractor shall verify location of all existing utilities and, to the extent necessary to prevent damage by Contractor's work, shall hand dig, pothole and protect existing utilities.

ESC-03, Soil Compaction & Concrete Cylinder Tests

The District performs soil compaction tests and concrete cylinder breaks as part of construction inspection. The Contractor shall notify District's inspector two (2) working days in advance of concrete placements and before backfilling excavations and trenches. The Contractor shall temporarily halt heavy equipment operation to allow personnel safe access to perform tests.

ESC-04, Sanitary Facilities

The Contractor is required to furnish and regularly maintain temporary sanitary facilities, i.e. portable toilets, at the construction site for the duration tank erection.

ESC-05, Construction Water

The District shall designate a source of construction water within one (1) mile of the work site; it will be either reclaimed, raw or distribution water at the District's choice.

ESC-06, Temporary Utilities

The District will not furnish temporary power, telephone or other utilities. Contractor shall provide temporary utilities as needed for construction and his own use. All temporary electrical work by the Contractor shall be adequately grounded, safe for use and installed by a licensed electrician in conformance with the NEC.

ESC-07, Overhead Power Lines

The Contractor is cautioned that PG&E overhead power lines will be present or in progress of being installed to serve the project; the overhead lines will be in close proximity to the Contractor's work and a hazard to keep aware of during construction.

ESC-08, Parking

The Contractor shall park vehicles only in areas designated by the District. The District may change designated parking areas at any time, if parking of Contractor's vehicles is found to interfere with on-going operations or interfere with the public or other agencies.

ESC-09, Site Security and Safety

The Contractor shall secure the project site when not present to eliminate site hazards and maintain public safety. The Contractor shall secure the construction area, work, materials and equipment against theft or vandalism.

ESC-10, Local Speed Limit

There are children and pets at play within residential areas in the vicinity of the project site. The Contractor shall notify his employees and subcontractors that local 25-mph speed limit on residential roads in Big Trees is to be observed and caution used in transporting heavy equipment, hauling materials and driving vehicles through local residential streets.

ESC-11, Preservation of Property

Private and public property – including but not limited to livestock, trees, shrubs, walls, landscaping, paving, roads, driveways, mail boxes, poles, fences, signs, survey markers, monuments, buildings, structures, vehicles, drainages, culverts, conduits and utilities – shall be protected during construction and, if damaged or injured, shall be replaced or restored by Contractor to a condition as good, or better, as when entering upon the work.

ESC-12, Seismic Anchoring

The Contractor shall provide seismic anchoring for equipment as required by applicable building codes. The Contractor shall retain a qualified engineer licensed in California to prepare and stamp seismic calculations for anchoring.

ESC-13, Stanislaus National Forest, and Sierra Pacific Industries (SPI) Property

The Contractor is made aware that a portion of the project (Big Trees Tank 8) is located on Sierra Pacific Industries Property and is accessed through Stanislaus National Forest Land. The Contractor shall access the Big Trees Tank 8 location using already established access roadways and easements. No construction equipment or materials shall be stored or staged on National Forest Land.

ESC-14, Environmental Compliance (Not Used)**ESC-15, Stormwater Pollution Prevention Compliance**

This project is subject to the NPDES general permit for stormwater discharges from construction activities, including the following provisions: State Water Resources Control Board (“SWRCB”) Order No. 2009-0009-DWQ (NPDES No. CAS000002), National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (the “NPDES Permit”) and amendments 2010-0014 and 2012-0006 require the District to implement a the Storm Water Pollution Prevention Plan for the Project (“SWPPP”). The Contractor is responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) for the project and will have day-to-day responsibility for implementing the SWPPP and for ensuring compliance with all of its requirements. The Contractor is referred to the Specifications for more specific requirements including District and Contractor responsibilities.

ESC-16 Dewatering Permit Requirements

The Contractor shall comply with all requirements of California Regional Water Quality Control Board, Central Valley Region Order No.5-00-175 (NPDES No.CAG995001) Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters. This includes dewatering of excavations and discharge of chlorinated water from draining, filling, flushing, testing and disinfecting pipelines and tanks. The Contractor can perform discharges under CCWD’s active/current permit, only if this work is performed by Contractor under the direct field supervision by CCWD staff. The Contractor shall dechlorinate all chlorinated/potable prior to discharge to environment and comply will all other permit requirements for dewatering and low threat discharges. A copy of this general order/permit can be readily obtained online.

ESC-17 DIR Registration

Effective March 1, 2015, all contractors and subcontractors shall be registered with California Department of Industrial Relations pursuant to Labor Code Section 1725.5 to be qualified to bid on this project or to be listed as a subcontractor for this project pursuant to Public Contract Code Section 4104. Bidders will be required to submit proof of registration for themselves and all listed subcontractors prior to award of the contract.

WORK CHANGE DIRECTIVE NO.: _____

Owner: Calaveras County Water District

Owner's Project No.: 11095

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Work Change Directive:

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

Description:

Attachments:

Purpose for the Work Change Directive:

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

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

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

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

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

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

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CHANGE ORDER NO.: _____

Owner: Calaveras County Water District
 Engineer:
 Contractor:
 Project: **Redwood Water Storage Tanks, HMGP
 Bolted Steel Tanks Materials Procurement and
 Installation**
 Contract Name:
 Date Issued:

Owner's Project No.: 11095A
 Engineer's Project No.:
 Contractor's Project No.:

Effective Date of Change Order:

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

Description: **[Description of the change]**

Attachments: **[List documents related to the change]**

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

Recommended by Engineer (if required)

Authorized by Owner

By: _____
 Title: _____
 Date: _____

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AMERICAN IRON STEEL DEFINITIONS

American Iron and Steel (AIS)- Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not U.S. Territories.

Coating- A covering that is applied to the surface of an object. If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

Construction Materials- Those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered construction materials. See definition of mechanical and electrical equipment.

Contractor’s Certification- Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel products installed were produced in the United States.

DeMinimis Components- Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *de minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware, etc. Costs for such *de minimis* incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

Electrical Equipment- Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to electrical equipment.

Engineer's Certification- Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

Iron and Steel Products- The following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be of U.S. iron or steel.

Manufacturer- a supplier, manufacturer, distributor, materialman, or vendor is an entity with which the Owner, Contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

Manufacturer's Certification- Documentation provided by the Manufacturer stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a supplier, distributor, vendor, etc. from the Manufacturer directly, then the supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certification letters to the parties purchasing the products.

Manufacturing Processes- Processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone, and iron and steel scrap are not covered by the AIS requirement, and the materials(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-U.S. sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non U.S. sources.

Mechanical Equipment- Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to mechanical equipment.

Minor Components- Components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the *de minimis* definition in that *de minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product. However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron and steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of minor components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners, etc.

Municipal Castings- Cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater and solid waste infrastructure.

Primarily Iron or Steel- A product is made of greater than 50 percent iron or steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- The cost of materials used for the iron portion of fire hydrant (e.g. bonnet, body and shoe); and
- The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- The additional material costs for the non-iron and steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- The cost to assemble the internal workings into the hydrant body.

Produced in the United States- The production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

Reinforced Precast Concrete- Reinforced precast concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered construction materials and must be produced in the United States.

Steel- An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

Structural Steel- Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

SAMPLE MANUFACTURER'S CERTIFICATION

Date:

Company Name:

Company Address:

Subject: American Iron and Steel Certification
[Owner's Name]
[Project Name]

(1) I, [*company representative*], certify that the [*melting, bending, galvanizing, cutting, etc.*] processes took place at the following location:

(City, State)

(2) For [*manufacturing or fabricating*] the following products and/or material:

- 1.
- 2.

(3) That were delivered to the following project location:

(City, State)

in full compliance with the American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Authorized Manufacturer's Representative Signature

(Note: The Authorized Signature shall not be the material distributor or supplier)

PRIME CONTRACTOR'S CERTIFICATION

American Iron and Steel Requirements

Date:

RE: [Owner's Name]
[Project Name]

I hereby certify that to the best of my knowledge and belief, all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or are the subject of a waiver approved.

Name of Construction Company (PRINT)

By Authorized Representative (SIGNATURE)

Title

This certification is to be submitted to the Engineer upon Substantial Completion of the project

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**SECTION 02000
ENVIRONMENTAL CONDITIONS**

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes:
1. Seismic Conditions
 2. Weather Conditions
 3. Elevation

1.02 SEISMIC CONDITIONS

- A. Approximate Coordinates:
1. Heather Tank (Forest Meadows): Lat: 38.1709, Long: -120.3877
 2. Arnold Tank #13 (Meadowmont): Lat: 38.2473, Long:-120.3688
 3. Big Trees Tank #4: Lat: 38.3080, Long: -120.2637
 4. Big Trees Tank #8: Lat: 38.3247, Long: -120.2532
 5. Larkspur Tank (Forest Meadows): Lat: 38.1690, Long: -120.4030
- B. Risk Category: IV
- C. Assume Site Class C

1.03 WEATHER CONDITIONS

- A. Freezing conditions exist during the winter months.
- B. 100 degree plus temperatures may exist during the summer months.
- C. Ground Snow Load: 144 psf.

1.04 ELEVATION

- A. Elevations at the sites are approximately:
1. Heather Tank: 3,700 feet.
 2. Arnold Tank 13 (Meadowmont 13) = 4,270 feet
 3. Big Trees Tank #4 = 5,285 feet
 4. Big Trees Tank #8 = 5,365 feet
 5. Larkspur Tank = 3,500 feet

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

02000-1

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**SECTION 03300
CONCRETE AND REINFORCING STEEL**

1.0 GENERAL

Tank foundation is to be engineered and designed by the Tank Manufacture as part of this Project. Concrete foundation to be furnished and placed by others.

- 1.1 Scope - This specification includes concrete materials, mixing, placement, form work, reinforcement and curing. All materials used in mix design shall be NSF 61 approved or trial batch submitted to NSF for site mix evaluation/certification.
- 1.2 Submittals - Prior to placement, the following shall be submitted:
 - A. Concrete mix design
 - B. Reinforcing steel schedule and shop drawings
 - C. Delivery tickets
- 1.3 Project Conditions – Concrete work shall occur during May through October, unless otherwise approved/authorized by the District.

2.0 MATERIALS

2.1 Concrete – Concrete shall be composed of cement, aggregate and water proportioned and mixed as specified in State Standards Section 90, "Portland Cement Concrete". Concrete for each portion of work shall be of the class as shown on the plans or as indicated below for the type of work performed.

Caltrans Class	Type of Work	Cement (lbs/cy)	28-day Compressive Strength
Class 1	Special Applications Only	675	5,000-psi
Class 2	Slabs, foundations, footings, ring walls, retaining walls, vaults, manhole bases, etc.	590	4,000-psi
Class 3	Sidewalks, curb, gutter, thrust blocks, valve and hydrant aprons and pipe encasements	505	3,000-psi

- A. Mix Design: Type II Portland cement, fine aggregate (clean natural sand) and coarse aggregate (crushed rock) with 1" maximum combined grading, maximum 0.45 water/cement ratio, 2"-4" slump and 4% to 7% entrained air.
- B. Fly Ash: For all non-potable water applications, substitute 15% by weight of cementitious material with ASTM C618, Type F fly ash. For all potable water applications, fly ash cannot be substituted unless mix design is tested and pre-approved per ANSI/NSF-61 by trial batch in advance of construction.
- C. Admixtures: Conform to ASTM C494, Types A-E and certified to NSF-61 shall be used

to obtain higher slump if needed for improved pumpability or to retard/accelerate mix. BASF Master Pozzolith 322 (water reducing) and MasterAir AE 90 (air entraining) are approved per NSF-61.

- 2.2 Grout – Patch, seal, repair all surface imperfections and defects with a suitable grout mixture.
- 2.3 Reinforcing Steel - ASTM A615, Grade 60. Reinforcing steel shall be fabricated in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Reinforcing steel shall be delivered to site bundled and tagged for identification.
- 2.4 Tie Wire - Tie wire shall be 16-gage minimum, black, soft annealed.
- 2.5 Bar Supports - Bar supports exposed to view after form stripping shall be galvanized or plastic coated. Concrete supports (blocks) shall be used for reinforcing for concrete placed on grade.
- 2.6 Forms - Forms shall be constructed of clean lumber and braced to provide sufficient strength and rigidity to hold the concrete and withstand the necessary pressure and consolidation without deflection from the prescribed lines. The surface of forms against which concrete is placed shall be smooth and free from irregularities, dents, sags, or holes. The surface shall leave uniform form marks conforming to the general lines of the structure. Forms previously used shall be thoroughly cleaned of all dirt, mortar and foreign matter before being re-used.

3.0 EXECUTION

- 3.1 Formwork - The Contractor shall notify the District a minimum of one working day before the intended placement of concrete to enable the District to check the form lines, grades, and other required items before placement of concrete. Unless otherwise indicated on the plans, all exposed sharp concrete edges shall have a $\frac{3}{4}$ -inch chamfer. Before placing concrete, the form surface shall be clean and coated with form oil of high penetrating qualities where applicable.
- 3.2 Reinforcement - Reinforcing steel shall be placed in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute. All reinforcing steel shall be of the required sizes and shapes and placed where shown on the drawings; the Contractor shall not use bars with bends not otherwise shown on the drawings. All reinforcing steel shall be cold bent and not straightened or re-bent in a manner that will damage the material. All bars shall be free from rust, scale, oil, dried mortar, or other coatings that reduce or destroy the bond between concrete and steel.

Reinforcement steel shall be positioned in accordance with the drawings and secured by using annealed wire ties or clips at intersections and supported by concrete or metal supports, spacers, or metal hangers. Tie wires shall be bent away from forms in order to

provide the specified concrete coverage. In addition to any shown on the drawings, bars may be found necessary or desirable by the District for the purpose of securing reinforcement in position, shall be provided.

All reinforcing steel shall be completely encased in concrete. Reinforcement shall be placed a minimum of 2.5-inches clear of any metal pipe or fittings. The reinforcement shall be so secured in position that it will not be displaced during the placement of concrete.

Reinforcing dowels shall be secured in place prior to placing concrete. The Contractor shall not press dowels into the concrete after the concrete has been placed. The minimum lap for all reinforcement shall be 40 bar diameters.

Additional reinforcement shall be placed around the pipe or openings as indicated in the drawings.

- 3.3 Embedded Items - All embedded bolts, dowels, anchors, pipes, conduits, sleeves, and other such items shall be held correctly in place in the forms before concrete is placed. Items of aluminum embedded in concrete shall have all surfaces powder coated. Pipes and conduits penetrations shall not be placed closer than 3 diameters on center.
- 3.4 Placing Concrete – Concrete placement shall comply with ACI 304R; hot or cold weather placement shall comply with ACI 305 and ACI 306, respectively. Prior to placing concrete all debris (loose tie-wire, rocks, wood, etc.) shall be removed and the surfaces are to be dampened which will be in contact with the concrete. No concrete shall be placed in water, mud or unstable subgrade conditions.

Concrete shall be delivered and placed in forms before taking its initial set. For normal weather conditions within 60-minutes and before 300-revolutions after first adding water to the mix; time between lift placement not exceeding 60-minutes.

Concrete shall be deposited as nearly as practical in its final position to avoid segregation. Concrete shall not be permitted to fall more than 6 feet. In walls, lift depth shall be limited to two feet. As the concrete is placed, it shall be thoroughly consolidated through the entire layer by internal vibration and tamping bars. Vibration shall not be used to move concrete horizontally. The vibrator shall be inserted vertically such that there is an overlap of the fields of action.

All concrete surfaces upon which or against which the concrete is to be placed, and to which new concrete is to adhere, shall be roughened, thoroughly cleaned, wet or sandblasted to bare aggregate as directed. An approved bonding agent shall be used before the concrete is deposited.

- 3.5 Construction Joints - Location of and type of construction joints shall be as directed by the Engineer. The surface of all construction joints shall be cleaned and all laitance removed.
- 3.6 Concrete Finishing – Contractor shall screed, float, edge and trowel finish concrete surfaces. Submerged surface of tank floor slab shall be level and smooth with normal trowel finish; surface shall be within 3/4-inch of design elevation per ACI 117 with composite

flatness (F_F) and levelness (F_L) not exceeding 20 and 15, respectively. Other concrete surfaces shall be smooth, free from projections and irregularities. Exposed formed surfaces to be Class B per ACI 347-04 and all voids neatly filled with mortar immediately upon removal of forms. Exposed surfaces of concrete not finished against forms, such as horizontal or sloping surfaces, shall be screeded to a uniform surface and worked with suitable tools to smooth, normal trowel finish. Exposed edges shall have $\frac{3}{4}$ -inch chamfer or tooled radius. A non-slip light broom finish shall be applied to walkways and other pedestrian areas.

- 3.7 Protection and Curing of Concrete - Contractor shall protect all concrete against damage, freezing, cracking, etc. Exposed surfaces of new concrete shall be protected from direct rays of the sun and from frost. Concrete shall be kept submerged or thoroughly dampened daily using potable water for at least two weeks after concrete has been placed or by using an approved curing process.

END OF SECTION

**SECTION 11268
POTABLE WATER TANK MIXING SYSTEM**

1.0 GENERAL

1.1 Scope - This section governs all components of potable water tank mix system to be furnished and installed by the Contractor at the Big Trees Tank 8 and Heather Drive Tank. The manufacturer/supplier shall be responsible for designing the system in accordance with the hydrodynamic criteria defined by this Section and dimensions and details shown on the Drawings.

1.2 Qualifications - The mix system shall be supplied by a single source, manufacturer, who shall be responsible for the entire system. The system shall be acceptable to the Division of Drinking Water as conforming to Title 22, California Code of Regulations, Waterworks Standards requiring a separate internal inlet and outlet. The complete system shall be defined as all piping and appurtenances within the tank downstream of the tank penetration. Appurtenances include pipe, fittings, horizontal and vertical pipe supports, expansion joints, variable orifice duckbill check valves, and any other equipment specified within this Section.

1.3 Submittals – The following items shall be submitted to the Engineer in accordance with Section 00800- SC-7.20.

- A. Hydraulic test results to determine headloss and jet velocity characteristics of the duckbill valve sizes indicated on the Drawings and furnished by the manufacturer.
- B. Report of flow distribution characteristics of duckbill valves installed on multiport manifolds in a circular tank.
- C. Hydraulic test results to determine headloss characteristics of the disc/elastomeric membrane check valves supplied.
- D. NSF61 certification the valves and materials supplied.
- E. Drawings of the complete manifold piping system as supplied by the manufacturer. These drawings shall include piping arrangements, sections and elevations, support bracket installation details, duckbill nozzle orientation details, and all dimensions required for locating the system.
- F. Calculations showing the fill time required to achieve complete mix of the reservoir volume at minimum, average and peak fill rates.
- G. Calculations showing the water level drawdown required to achieve complete mixing on the fill cycles at minimum, average, and peak flow rates.
- H. Calculations of average storage tank water age for both fill-then-draw, and simultaneous fill and draw scenarios.

2.0 MATERIALS

2.1 Duckbill Inlet Nozzles

- A. Inlet ports/nozzles shall be flanged duckbill-style check valves that allow fluid to enter the reservoir during fill cycles and prevent flow in the reverse direction through the nozzle during draw periods. The system shall have at least two (2) inlet nozzles designed for a combined total flow rate as shown on the Drawings.
- B. The duckbill valves shall be NSF61 certified.
- C. The inlet ports/nozzles shall discharge an elliptically shaped jet.
- D. The duckbill style nozzles shall be one-piece elastomer matrix with internal fabric reinforcing designed to produce the required discharge velocity. The flange portion shall be an integral portion of the nozzle with fabric reinforcing spanning across the joint between the flange and nozzle body.

2.2 Outlet Check Valves

- A. The outlet flow valves shall be perforated disc type with elastomeric membrane. The system shall have at least two (2) outlet check valves designed for a total flow rate of as shown on the drawings and headloss not exceeding a maximum of two (2) feet.
- B. The valves shall be NSF61 certified.
- C. The perforated disc shall be fabricated of stainless steel plate with welded support gussets. The disc shall be flanged and drilled to mate with ANSI B16.1/16.5 125/150 flanges. The disc shall have tapped holes used for fastening the membrane and support rod to the disc with stainless steel bolts, nuts, and lock washers.
- D. The membrane shall be circular, one piece rubber construction with fabric reinforcement. The membrane shall be vulcanized with a specified convex radius to produce a compression set to allow the membrane to seal against the perforated disc at low reverse differential pressure.
- E. The support rod shall be stainless steel and drilled to allow fastening of rod to the membrane and perforated disc.
- F. The valve allows flow out of the reservoir during draw cycles and prevents flow into the reservoir during fill cycles.

2.3 C900 PVC Pipe

- A. Pipe shall be pressure rated polyvinyl chloride (PVC AWWA C900). The Minimum pressure rating shall be 150 PSI.
- B. Flanged pipe sections for mechanical joining shall be comprised of PVC flange adapters and stainless steel 304 slip-on backup rings. Flange adaptors shall be designed for continuous submergence.
- 2.4 Flange Gaskets - Flange gaskets shall be full-faced and shall be in accordance with ASTM D1330.
- 2.5 Fasteners - Hex head bolts and nuts shall be stainless steel 304 conforming to ANSI/ASME B18.2.1 and ANSI/ASME B18.2.2. Plastic insulating sleeve/washers shall be utilized to isolate dissimilar bolt and flange metals where required.
- 2.6 Approved Manufacturer – The potable water storage tank mix system shall be manufactured by Tideflex Technologies, or approved equal.

3.0 EXECUTION

- 3.1 Delivery, Storage, and Material Handling
 - A. All equipment shall be shipped on pallets capable of fully supporting the pipe sections across their entire length. Pallets should be accessible for fork lift transport or strap and hoist means without causing any load to the pipe equipment.
 - B. All pipe equipment should be covered and stored in areas free from contact with construction site sediment to prevent accumulation of materials within the pipe and fittings.
- 3.2 Installation - Installation of the manifold system shall be in accordance with the installation plans and guidelines provided by the manufacturer and herein.
- 3.3 Inspection and Start-Up Testing Procedures - The manufacturer's authorized representative shall provide one (1) day of inspection to verify that the system has been installed in accordance with the design specifications and installation drawings.
- 3.4 Installation, Operation and Maintenance Manuals - The manuals shall be in the following format and include the listed required information as a minimum:
 - A. Enclosed in a 3-ring binder with project title and system designation shown on the front cover and side binder:
 - 1. Design calculations for the manifold system
 - 2. Complete set of the installation plans.

3. NSF61 certification for the valves and manifold materials.
 4. Parts and equipment list with specification numbers for ordering of replacement parts.
 5. Product specification sheets for nozzles, outlet valves, expansion joints, concrete anchors, and any other specialized items supplied with the system.
 6. Installation guidelines for the manifold system.
 7. Operational procedures for the manifold system.
 8. Guidelines for repair of system components.
 9. Schedule for suggested periodic maintenance of the manifold system.
- 3.5 Warranty - All piping, inlet nozzles and outlet valves, pipe support brackets, joint connections, expansion joints, and anchors shall be warranted against defects and failure under design conditions for a period of one (1) year from the date of final installation approval by the District.

END OF SECTION

**SECTION 13200
GLASS-FUSED-TO-STEEL BOLTED TANKS**

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall provide all labor, materials and equipment as needed to design, fabricate and erect glass-fused-to-steel bolted water tanks according to AWWA D103-09 and project drawings and specifications.
- B. Work shall include tank design, foundation design, manufacturing, delivery and construction of the tank, stairway, aluminum dome roof, and accessories.

1.02 QUALIFICATIONS

- A. The manufacturer shall specialize in design and fabrication of bolted steel tanks with glass coatings conforming to AWWA D103-09, Section 12.4; the District will not accept substitution of different materials or coatings such as thermoset powder or epoxy.
- B. Tanks shall be supplied and erected by a manufacturer's authorized distributor with a demonstrated record of proven field experience over the past five (5) years. The erector shall be currently licensed by and in good standing with the California State License Board. The tank manufacturer shall be International Organization for Standardization (ISO) 9001 certified.
- C. Acceptable products are Aquastore Tanks supplied and installed by Pacific Tank Solutions of Dublin, CA; and Fusion Tanks supplied and installed by Paso Robles Tank, Inc. located in Paso Robles, CA.
- D. All Iron and Steel materials used as part of this project shall be manufactured in the U.S.A. and comply with American Iron and Steel requirements (AIS).**

1.03 SUBMITTALS / SHOP DRAWINGS

- A. Submit three (3) copies of shop drawings for bolted tank, aluminum dome roof and foundation designs including seismic and structural calculations, material specifications, coatings, sealants, foundation reinforcing steel layout and details, steel shell plate layout and thicknesses, bolting details, piping shop fabrication details, and shop drawings for all accessories (vents, ladders including cage & platform, railings, hatches, manways, level indicators, cathodic protection, etc.).
- B. The shop drawings and corresponding design calculations shall be stamped by a qualified California registered professional civil or structural engineer.

1.04 DESIGN REQUIREMENTS

- A. The manufacturer shall design the tanks, foundations and roofs according to AWWA D103-09 and the project drawings and specifications. The shell height and diameter listed herein are nominal dimensions and may vary slightly from manufactures standard.

B. The following design criteria shall be used:

Tank Location	Quantity	Nominal Capacity	Diameter	Shell Height
Big Trees Tank 8	One (1)	135,000	34	25
Big Trees Tank 4	One (1)	190,000	39	25
Larkspur Tank	One (1)	260,000	42	29
Heather Tank	One (1)	510,000	64	25
Arnold 13 Tank	One (1)	120,000	31	25

Minimum Shell Steel Plate Thickness	Minimum Steel Thickness = 0.25in (No External Stiffeners)
Minimum Bottom Steel Plate Thickness	Tank Bottom Steel Minimum Thickness = 0.1875in
Air Venting Rate	2,000 gpm (water inflow/outflow)
Wind Speed	100 MPH
Snow Load	144 PSF
Soil Bearing Capacity	2,000 psf
Site Class	Class "C" - Very Dense Soil and Soft Rock
Seismic Design Category	SDC = D
MCE_R Ground Motion. (for 0.2 second period)	S ₅ = 0.468
Site Amplification Factor at 2.0 Second	F _a = 1.3
MCE_R Ground Motion. (For 1.0s Period)	S ₁ = 0.198
Site Amplification Factor at 1.0 Second	F _v = 1.5

C. The foundation shall consist of steel bottom tank supported on concrete ringwall (AWWA D103-09, Type 1). The concrete ringwall, reinforcing steel and other foundation elements shall be designed according to AWWA D103-09, Section 13 and ACI 318 code. The concrete ringwall shall have minimum width of 18-inches and minimum height of 30-inches. Galvanized anchor bolts shall be provided around the perimeter of the tank, the anchor bolts shall have minimum diameter of 3/4" and maximum spacing of 10-Feet. The Contractor's design submittal calculations shall show these minimums are acceptable or

provide larger members to satisfy design requirements.

- D. The roof shall be a clear-span aluminum dome conforming with AWWA D109-09, Section 16 that is self-supporting from the periphery tank structure by a triangulated space truss covered with non-corrugated aluminum panels. The aluminum dome roof shall be supported from the rim of the tank with primary horizontal thrust contained by and integral roof tension ring. The dome surface paneling shall be designed to be a watertight system under all design load conditions. All raw edges of the aluminum panels shall be covered, sealed, and firmly clamped to prevent slipping or disengagement under all load conditions and temperature changes. Provisions shall be made in the design of the connections between the roof and tank rim to allow for thermal expansion; a minimum range of -40°F to +140°F shall be used for design. Dissimilar metals shall be isolated to prevent galvanic corrosion; aluminum shall be isolated from carbon steel by an austenitic stainless steel spacer or elastomeric isolator-bearing pad.
- E. All tank appurtenances and accessories shall be of heavy duty designed to handle typical live loads and lateral and vertical forces from snow loading; standard stairways, railing and platforms are not acceptable and heavy duty units must be provided.

PART 2 - MATERIALS

2.01 GENERAL

- A. All materials shall conform to AWWA D103-09 requirements and additional provisions presented herein.
- B. Refer to Section 03300, Concrete and Reinforcing Steel

2.02 TANK MATERIALS

- A. All materials including steel plates, sheets, structural shapes, wind stiffeners, nuts & bolts, sealants, gaskets and other materials shall meet requirements of AWWA D103-09
- B. Steel plates and sheets shall conform to ASTM A1011, Grade 30, 33, 50 or 55. All steel plates and sheets shall be sourced from reputable suppliers. Structural shapes shall conform to requirements of ASTM A36. Raw materials shall be tested/inspected to ensure compliance with requirements for strength and chemical composition; test certificates and certificates of conformity shall be submitted to District.
- C. Structural bolts and nuts shall have zinc/galvanized finish with entire bolt head encapsulated to top of shank in a high impact polypropylene copolymer (NSF 61 certified) resin. Bolt length shall be selected to achieve a neat and uniform appearances; excessive threads extending beyond the nut after torqueing will not be permitted. All lap joint bolts shall be properly selected such that threaded portions of the bolts will not be exposed to the shear plane between tank sheets.
- D. NSF 61 certified one component moisture cured polyurethane curing to a rubber-like consistency having low shrinkage and excellent adhesion and suitable for exterior use, submerged conditions and chlorine tolerant to at least 25-mg/L.
- E. Horizontal wind stiffeners shall be of web truss type, steel hot dip galvanized; rolled steel angle stiffeners are not permitted for use as intermediate horizontal wind stiffeners.

2.03 GLASS COATING

- A. General: Tank shell to have glass fused coating per AWWA D103-09, Section 12.4; no other coatings are acceptable.
- B. Color: Exterior shall be “forest green” and interior “white”.
- C. Preparation: Prior to coating all sheets shall be punched, cut, beveled, rolled and grit blasted to SSPC-10 (with a surface anchor pattern not less than 1.0 mil) and chemically cleaned. Openings in steel plates for access manway shall be factory cut, reinforced prior to glass coating and delivery to the job site.
- D. Glass Coating: A three coat/two fire process consisting of an initial nickel rich pre-coat and cobalt rich glass coat applied to all interior and exterior surfaces and fired at 1500°F. A third coat applied to all interior and exterior surfaces and fired again at 1500°F; the final glass coating thickness shall be 10-18 mils interior and 7-15 mils exterior.
- E. Inspection: All sheets shall be checked for holidays, visible defects and color uniformity. The manufacturer shall repair all defects and excessive electrical leakers.

2.04 TANK PIPING

- A. The inlet, outlet, overflow and drain piping/connections shall be shop fabricated welded steel with Class D flanges conforming to AWWA C200-05 and C207-07; ASTM A139 or A53, Type E or S pipe with minimum 0.25” wall; overflow with 12” diameter flared top weir and flanged bottom outlet with removable retainer ring and replaceable stainless steel screen. Overflow shall be securely supported and attached to the tank wall by strong, welded support brackets bolted to the tank shell.
- B. The inlet, outlet, drain and interior, submerged part of the overflow pipe shall be fusion bonded epoxy coated in accordance with AWWA C213-07; all exterior overflow piping (not in contact with water) on the tank exterior shall be hot dip galvanized. External support brackets shall be hot dip galvanized; internal support brackets shall be stainless steel or fusion bonded epoxy coated per AWWA C213-07.
- C. Bolts and nuts shall be stainless steel where piping is submerged. If polypropylene encapsulated bolts cannot be used to attach pipe flanges to tank shell, provide stainless steel nuts and bolts for this application.
- D. Where shown on the project drawings, a Tideflex potable water mixing system (TMS) shall be provided to separate the inlet and outlet using one manifold located inside the tank. Manifold shall be fabricated with fusion welded HDPE pipe and fittings conforming to AWWA C906-07. The manifold shall have minimum two (2) Tideflex inlet nozzles and two (2) Waterflex WF-3 full face outlet check valves (stainless steel or PVC disc and NSF-61 EPDM membrane. All metal components and hardware to be stainless steel.

2.05 Accessories

- A. All accessories shall meet requirements of AWWA D103-09, Section 7 and as shown on the drawings and specified herein.
- B. Sidewall Manways: 30-inch diameter manway with davit arm.
- C. Piping Connections: 8” Inlet, 8” outlet, 8” overflow and 4” drain line.
- D. Outside Staircase: Each tank shall be equipped with exterior spiral type staircase meeting OSHA Standards. Staircase shall be designed by the tank manufacture to handle snow loading and shall be connected to the tank with sloped galvanized steel knee brace

supports. Staircases shall be constructed of aluminum alloys and all welds shall be made at off-site. Stairways shall have a minimum width of 3'-0", 3'-6" x 3'-0" landing platforms at mid height and top of tank. Aluminum stairway handrail must begin at bottom of the stairs and continue for full length of stairway. Aluminum railing shall be placed around the top landings and access hatch as shown on the drawings. Stairs and all platforms shall have skid resistant surface. Lockable gate shall be provided on staircase to prevent entry by unauthorized persons. All staircase components for height of the tank shell are to be powder coated forest green to match tank color.

- E. Inside Ladder: Each tank shall be equipped with an interior fiberglass fixed ladder meeting OSHA and NSF-61 standards.
- F. Roof Hatch: A weather tight roof hatch (with stainless steel hinges and padlock hasp) shall be located near the top of each ladder; an extended height skirt shall be provided on the hatch base frame for attaching electrical conduits. OSHA compliant platform and guard rails shall be provided to access the hatch opening.
- G. Level Indicator: Each tank shall be equipped with a stainless float, pulley wheel and cable type level indicator with 1/2 travel scale gauge board as manufactured by Tank Products, Inc of Ontario, California or equal.
- H. Cathodic Protection: A passive cathodic protection system shall be designed and supplied by the tank manufacturer.
- I. Air Vents: Center vent shall pass total air flow (induced by maximum rate of water fill and draw) without interior pressure or vacuum exceeding 0.5-inches water column. Vent openings shall be covered with expanded aluminum screen (1/2 inch openings) to prevent entrance of birds, rodents, or other animals, and insect screen of 25 mesh polyester monofilament designed to open should it be plugged by ice formation. A secondary vent shall be provided at perimeter of the roof to provide venting in case the center vent is blocked by snow; it shall meet same requirements as the primary vent for capacity and protection from bird, animal and insect intrusion.

2.06 Aluminum Dome Roof

- A. All materials shall meet requirements of AWWA D103-09, Section 16.
- B. Structural frame shall be AA6061-T6 or AA6005A-T6 aluminum alloy.
- C. Triangular dome panels AA3003-H16 aluminum sheet, 0.05-inch (1.27 mm) thick with factory Kynar finish on exterior surfaces (aluminum mil finish).
- D. All fasteners shall be AA7075-T73 or AA2024-T4 aluminum, austenitic stainless steel, or other approved materials. Aluminum and austenitic stainless steel fasteners shall meet requirements of ASTM F468 and ASTM F593, respectively. Only stainless steel fasteners shall be used to attach aluminum to carbon steel, and then only when electrical isolation is provided between non-compatible metals.
- E. All sealants shall be silicone conforming to ASTM C920. All preformed gasket material made of silicone or neoprene meeting ASTM C1115 or C509, respectively. All sealants and gaskets to be NSF-61 compliant. Sealants and gaskets shall remain flexible over a temperature range of -40°F to +170°F without tearing, cracking or becoming brittle. Elongation, tensile strength, hardness and adhesion shall not change significantly with aging or exposure to ultraviolet light or chlorine vapors from water stored in the tank

- F. The bottom of the roof flashing shall extend at least 2-inches below the top of the tank shell; the space between the flashing and tank shell shall be covered with a suitable screen or membrane to prevent the entrance of birds and insects.

PART 3 - EXECUTION

3.01 GENERAL

- A. All work shall be executed according to AWWA D103-09 and provisions herein.

3.02 FOUNDATION PLACEMENT

- A. Work shall conform to AWWA D103-09, Section 13; ACI 301-05, Standard Specifications for Structural Concrete; and Section 03300, Concrete and Reinforcing Steel.

3.03 TANK ERECTION

- A. Field erection shall be performed only by a factory trained installer according to AWWA D103-09, Section 10. The manufacturer shall provide jacks and other specialized equipment necessary to erect the tank and aluminum dome roof.
- B. Where pipe connections pass through tank shell, they shall be field located, saw-cut (acetylene torch cutting or welding in not permitted) and attached by interior and exterior flanges and approved sealant applied to all cut panel edges and bolts.
- C. Particular care shall be taken to avoid damage or abrasion of the coating. All inside surfaces shall be electrical leak tested and all leak points repaired by manufacturer according to published field repair methods.

3.04 CLEANING & TESTING

- A. Prior to testing, all sealants shall be fully cured and the tank interior thoroughly cleaned of all dirt, dust, debris and visible residues.
- B. Before filling, hydrostatic testing and disinfecting the tank, the roof shall be leak tested by spraying all outside seams with by deluge of potable water from a hose with minimum 50-psig static head pressure at nozzle (but not directed into roof vents). Any water on the inside of the roof shall be evidence of leakage requiring immediate repair.
- C. The manufacturer shall provide labor and equipment to perform hydrostatic testing of the tank for leaks by filling it with potable water to the overflow elevation; the District will provide a source of potable water. Contractor shall be responsible for obtaining a permit to discharge and dispose of the test water (including dechlorination if necessary).
- D. All leaks disclosed by the hydrostatic test shall be corrected according to manufacturer's recommendations and to the satisfaction of the District.

3.05 DISINFECTING & LAB TESTS

- A. The manufacturer shall disinfect the tank according to AWWA C652 by chlorination with sodium hypochlorite and method approved by the District.
- B. The tank shall not be placed into service with the active distribution system until after obtaining passing bacteriological and VOC test results. District will provide sampling for

bacteriological and VOC tests; a period of 14-days is required to sample and obtain lab results for VOC's.

3.06 WARRANTY

- A. The Contractor shall warrant tanks free of defects in workmanship and materials for period of TWO (2) YEARS starting on the effective date of the maintenance bond.
- B. The Manufacturer shall further warrant the coating and steel substrate will not corrode for a period of TEN (10) YEARS upon project completion and placement into service.

END OF SECTION

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GEOTECHNICAL ENGINEERING STUDY

CALAVERAS COUNTY WATER DISTRICT
EBBETTS PASS REDWOOD TANK REPLACEMENT PROJECT
CALAVERAS COUNTY, CALIFORNIA

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APPENDICES

APPENDIX A – FIGURES

Figure 1 – Vicinity Map

Figure 2A – Site Map with Boring Locations, Heather Drive, Forest Meadows

Figure 2B – Site Map with Boring Locations, Meadowmont 13

Figure 2C – Site Map with Boring Locations, Big Trees 4 and 5

Figure 2D – Site map with Boring Locations, Big Trees 8

Figure 3 – Geologic Map

Figure 4 – Regional Fault Map

APPENDIX B – OSHPD U.S. SEISMIC DESIGN MAPS

APPENDIX C – LOGS OF BORINGS

APPENDIX D – LABORATORY TEST RESULTS



**GEOTECHNICAL ENGINEERING STUDY
CALAVERAS COUNTY WATER DISTRICT
EBBETTS PASS REDWOOD TANK REPLACEMENT PROJECT
CALAVERAS COUNTY, CALIFORNIA**

1.0 INTRODUCTION

1.1 GENERAL

This report includes the results of our Geotechnical Engineering Study (GES) for the proposed Redwood Tank Replacement Project. Condor Earth (Condor) performed this study at the request of Kevin Williams with Calaveras County Water District (CCWD). This GES is intended to meet the requirements of American Water Works Association (AWWA) D103-09 and the 2019 California Building Code (CBC).

1.2 PROJECT DESCRIPTION

Site plans were not available at the time of this writing. However, we understand that the project consists of replacing four redwood water storage tanks with new steel tanks supported on concrete slabs-on-grade with ringwall foundations. The four tank replacement sites are as follows:

- Heather Tank – Located at the eastern end of Heather Drive in Forest Meadows.
- Meadowmont 13 Tank – Located in the cul-de-sac of Flume Court in Arnold.
- Big Trees 4 and 5 Tanks – Located above Bigfoot Circle in Camp Connell.
- Big Trees 8 Tank – Located approximately 900 feet north of the intersection of Highway 4 and Meko Drive in Camp Connell.

The site locations are presented on the Figure 1 – Vicinity Map, and Figures 2A through 2D – Site Maps with Boring Locations, Appendix A

As each site's topography is generally flat, cuts and fills during earthwork are anticipated to be minimal (2 feet or less) to provide level foundation pads with positive site drainage. Excavations for underground utilities are not anticipated to exceed 10 feet below final site grade.

2.0 PURPOSE AND SCOPE

This GES was performed to 1) characterize geotechnical conditions at the sites; 2) identify geotechnical or geologic conditions that might impact design or construction of the sites; 3) provide geotechnical recommendations to mitigate geologic and geotechnical constraints to the sites; and 4) provide geotechnical design criteria for development of the sites, and design of project foundations and slabs-on-grade.

Condor completed the following work for this GES:

1. Reviewed available geotechnical and seismic data relevant to the sites and their immediate vicinity.
2. Explored, sampled, and classified subsurface soil and rock within each site by means of one exploratory boring at each site.
3. Tested samples collected from the borings to measure their pertinent engineering and index properties. The tests included moisture content and dry density, particle size distribution and corrosion potential. Laboratory test results are presented in Appendix D.



4. Analyzed the findings from the field exploration and laboratory testing to develop geotechnical recommendations for:
 - a. General earthwork including site stripping, subgrade preparation, temporary excavations, trench backfill, import fill, compaction criteria, and site surface drainage;
 - b. Foundation design and construction, including foundation type, allowable bearing capacities, lateral resistance, settlement, and foundation depth;
 - c. 2019 CBC seismic design criteria;
 - d. Concrete slabs and exterior flatwork; and
5. Prepared this written report summarizing our findings, conclusions, and geotechnical recommendations.

3.0 SUBSURFACE EXPLORATION METHODS

On November 30, 2020, Condor explored the subsurface conditions by means of one geotechnical boring at each tank site. Borings were advanced to a maximum depth of 24.5 feet below existing ground surface or auger refusal with a truck-mounted CME-55 drill rig using solid-stem auger methods. Each boring was sampled at select depths by with a 3-inch outside diameter California Modified sampler fitted with 2.5-inch outside diameter stainless steel liners or a 2-inch outside diameter Standard Penetration Test (SPT) sampler. Samplers were driven with a 140-pound auto trip hammer falling 30 inches. Blow counts were recorded as the number of hammer blows required to drive the sampler each 6-inch increment of an 18-inch drive. N Values are reported as the number of blows required to drive the sampler the final 12 inches. N Values for the California Modified sampler have been approximately correlated to SPT blow counts by using a factor of 0.67 A Condor geologist visually classified samples and cuttings at the time of drilling using the Unified Soil Classification System and applicable rock classification system. The boring locations are presented in Figures 2A to 2D, Appendix A. Detailed soil boring logs are presented in Appendix C and laboratory test results are presented in Appendix D.

4.0 SITE DESCRIPTIONS

This project consists of four individual tank site locations along the upper Highway 4 corridor between Forest Meadows and Camp Connell. A brief description of each site is provided below.

4.1 HEATHER TANK SITE

The Heather Tank Site is located at the north end of Heather Drive in Forest Meadows at an elevation of approximately 3,700 feet. The new tank will be built in a similar footprint as the existing tank. The site is bound on all sides by residential development. The existing tank pad is cut into native ground with cut slopes to the east, south and west up to approximately 5 feet in height. The ground surface elevation at the boring location is approximately 2 feet higher than the ground surface adjacent to the existing tank.

4.2 MEADOWMONT 13

The Meadowmont 13 Tank Site is in the cul-de-sac of Flume Court in Arnold at an elevation of approximately 4,270 feet. The new tank will be built in a similar footprint as the existing tank. The existing tank is surrounded by a concrete block wall and the site is bound by residential development

4.3 BIG TREES 4 AND 5

The Big Trees 4 and 5 Tank Site is located above Bigfoot Circle in Camp Connell at an elevation of approximately 5,285 feet. A new tank will replace one of two existing wood tanks.



4.4 BIG TREES 8

The Big Trees 8 Tank Site is located approximately 900 feet north of the intersection of Highway 4 and Meko Drive in Camp Connell at an elevation of approximately 5,365 feet. A new tank will be built adjacent to the existing tank. The site is an existing hillside cut pad surrounded by timber land. Approximately 2 feet of artificial fill was encountered in our boring, located in the southern portion of the pad.

5.0 GEOLOGIC AND SEISMIC SETTING

5.1 REGIONAL GEOLOGY

The project is located in the Sierra Nevada geomorphic province. The basement rock of the Sierra Nevada consists of steeply dipping metamorphic rocks of Paleozoic and Mesozoic age that have been intruded by Mesozoic granitic plutons of the Sierra Nevada Batholith. Locally, these basement rocks are overlain by the eroded remnants of younger, Tertiary age, continental volcanic and sedimentary rock, and Quaternary alluvium. Uplift and westward tilting of the Sierra Nevada range began along the faults flanking its eastern margin. Erosion by west-flowing streams incised deep canyons and removed much of the Tertiary rock. Several episodes of glaciation during the last 2 million years have exposed basement rock at high elevations. The geologic processes of tectonic uplift and erosion continue to the present.

5.2 LOCAL GEOLOGY

Based upon the published Geologic Map of the Sacramento Quadrangle, shown on Figure 3 – Geologic Map, the bedrock consists of Mehrten Formation and Mesozoic Granite. During our field exploration, we observed that all the tank sites to be underlain by Mehrten Formation. The Mehrten Formation is characterized by andesitic tuffs and gravels.

5.3 FAULTING AND SEISMICITY

The locations of faults relative to the project are shown on Figure 4 – Regional Fault Map. No known active or potentially active faults cross the sites, and the sites are not located in a Fault-Rupture Hazard Zone as established by the Alquist-Priolo Earthquake Fault Zoning Act (Hart, 1994 and 2007). Therefore, ground rupture from faulting is not considered a significant hazard. The sites are also not in an area currently covered by the Seismic Hazard Mapping Act, which includes landslide and liquefaction hazards. Nonetheless, the sites are susceptible to ground shaking from earthquakes, and the proposed tanks should be designed for seismic conditions accordingly.

6.0 SUBSURFACE CONDITIONS

Condor explored subsurface conditions by means of one boring at each tank site. The borehole locations are shown on Figures 2A through 2D, Appendix A. Additional information regarding the drilling methods and investigation dates is provided in Section 3.0.

6.1 EARTH MATERIALS

The subsurface soils generally consisted sandy siltstone and silty sandstone of the Mehrten Formation which is generally hard and weak. Our boring at the Heather tank site encountered soft clay in the upper 2 feet. However, the ground surface at the boring location is approximately 2 feet higher than the ground surface adjacent to the existing tank. Our boring at the Big Trees 8 tank site encountered 2 feet non-engineered fill consisting of soft clayey sand. This boring is located in the southern portion of the existing pad, opposite of the cut slope. All other sites encountered materials of the Mehrten Formation.



6.2 LOCAL GROUNDWATER AND SURFACE MOISTURE CONDITIONS

Groundwater was not encountered during our field investigation. While fluctuations in the groundwater levels do occur due to change in seasons, variations in rainfall, construction impacts, and other factors, static groundwater is not anticipated to affect the project design or construction due to the depth. Surface moisture content changes can, however, affect soil conditions and construction during earthwork.

7.0 SEISMIC DESIGN PARAMETERS

Probabilistic values of ground motion corresponding to various levels of seismic hazards are available on-line from professional organizations using the USGS data to retrieve the seismic design data and presents the findings in a report format. The USGS uses a probabilistic model to estimate ground motions corresponding to various levels of seismic hazard. Site soils were classified using the procedures specified in the 2019 CBC, which utilizes ASCE 7-16.

The results of the general seismic analysis using the 2019 CBC for Site Class C (very dense soil and soft rock) are summarized below and provided in Appendix B. The recommended values for design of the proposed structures are:

Risk Category :	IV
Site Class:	C
Seismic Coefficient, S_s :	0.468g
Seismic Coefficient, S_1 :	0.198g
Site Coefficient, F_a :	1.3
Site Coefficient, F_v :	1.5
Adjusted Seismic Coefficient , S_{MS} :	0.608g
Adjusted Seismic Coefficient , S_{M1} :	0.298g
Design Parameter, S_{DS} :	0.405g
Design Parameter, S_{D1} :	0.198g

g = acceleration due to gravity

7.1 LIQUIFACTION, SEISMIC SETTLEMENT POTENTIAL

Liquefaction normally occurs when sites underlain by saturated, loose to medium dense, granular soils are subjected to relatively high ground shaking. During an earthquake, ground shaking may cause certain types of soil deposits to lose shear strength resulting in ground settlement, oscillation, loss of bearing capacity, land sliding, and the buoyant rise of buried structures. Most liquefaction hazards are associated with sandy soils, silty soils of low plasticity, and some gravelly soils. Cohesive soils (clays) are generally not considered to be susceptible to liquefaction. In general, liquefaction hazards are most severe within the upper 50 feet of the surface, except where slope faces, or deep foundations are present. The potential for an earthquake with the intensity and duration characteristics capable of promoting liquefaction are present at the site. However, the risk of liquefaction is considered negligible due to the presence of bedrock at the sites. Further evaluation of liquefaction is not recommended.

8.0 CONCLUSIONS AND RECOMMENDATIONS

8.1 GENERAL

Based on our findings, it is our professional opinion that the project should be suitable from a geotechnical standpoint for construction of the proposed water tanks provided the recommendations contained herein



are incorporated into the project design. Given the site conditions encountered, we conclude that perimeter ring wall foundations and slabs on grade supported on engineered fill or competent native soils derived from underlying weathered bedrock should provide adequate support for the anticipated structural loading. At a minimum, overexcavation of the existing site soils should extend to at least 2 feet below final soil subgrade beneath the tank bottoms, and 1 foot below the bottom of the ring wall foundations. This requirement for overexcavation may be waived upon approval of the Geotechnical Engineer at the time of construction. Based on the conditions encountered in our soil borings, we anticipate that overexcavation will be waived at all sites except Big Trees 8 (B-4). The site contains soft undocumented fill that will not be suitable for support. While thickness may vary, the depth of unsuitable soil is 2 feet based on the boring logs.

Specific conclusions and recommendations addressing these geotechnical considerations, as well as general recommendations regarding the geotechnical aspects of design and construction, are presented in the following sections.

8.2 GRADING AND EARTHWORK RECOMMENDATIONS

Grading and site work should be performed in accordance with the 2019 CBC, Chapter 33 (Safeguards During Construction Construction), Appendix J (Grading), and Chapter 18 (Soils and Foundations), and with the recommendations of the Geotechnical Engineer-of-Record during construction. Where the recommendations of this report and the cited sections of the CBC are in conflict, the owner should request clarification from the Geotechnical Engineer-of-Record. The recommendations of this report should not be waived without the consent of the Geotechnical Engineer-of-Record for the project. Recommendations for additional work and construction monitoring are contained in later sections of this report.

8.2.1 Clearing and Grubbing

At the time of our field investigation, the sites were developed with the existing redwood tanks. Areas proposed to receive structural improvements should commence with the removal of any existing improvements and root systems, if present. All roots greater than ½-inch in diameter shall be removed by either mechanical means or by hand during grading. Any organic-laden material free from debris may be stockpiled for later use in non-structural areas where approved by the owner, but such material should not be used for engineered fill.

It is also possible that other buried objects such as foundations and utility lines, etc., may exist, especially in areas of existing improvements. These items should be removed and disposed of offsite where encountered within the construction limits. Underground pipes should be removed within the limits of construction wherever possible or abandoned in-place by plugging with cement grout to prevent migration of soil and/or water. All excavations resulting from removal activities should be cleaned of loose or disturbed material and dish-shaped with sides slope 3H:1V or flatter, to permit access of compaction equipment. These excavations should be backfilled with engineered fill.

8.2.2 Overexcavation

We recommend that all areas required to support the planned tanks should be overexcavated to remove unsuitable soil and replaced with engineered fill in accordance with Section 8.2.5, Engineered Fill Placement. Overexcavation should be performed beneath planned structures and footings. Overexcavation should extend to provide at least one foot of engineered fill below footings and within zones extending 2 feet horizontally from the edges of footings, including the tank ring wall foundation. Additionally, overexcavation should extend to provide at least 2 feet of engineered fill below the interior tank subgrade. Overexcavation may be waived upon approval of the Geotechnical Engineer at the time of construction where competent native soil or weathered bedrock is encountered (Section 8.1 for additional discussion).



Additional overexcavation may be required depending on conditions observed by the Geotechnical Engineer-of-Record in the field during construction. The depth and extent of required overexcavations should be approved in the field by the Geotechnical Engineer-of-Record or qualified representative prior to placement of fill or improvements.

8.2.3 Subgrade Preparation

Subgrade preparation may be waived for the tank construction where overexcavation requirements described in 8.2.2 are achieved and the Geotechnical Engineer-of-Record has approved the subgrade prior to placement of engineered fill. In all other areas, the exposed subgrade should be scarified to a depth of 8 inches, uniformly moisture conditioned, and compacted to achieve a minimum relative compaction of 90 percent of the ASTM D1557 maximum dry density. Native subgrade soils should be uniformly moisture conditioned to between 2 and 4 percentage points above the optimum moisture content. Field density tests should be taken to verify compaction of the prepared subgrade in these areas.

8.2.4 Engineered Fill Materials

Engineered fill used for the project should be either 1) select import engineered fill, or 2) general on-site soils with less than 3 percent organic content.

Select import engineered fill should be inorganic, have an R-value of at least 30, a liquid limit less than 30, and a plastic index less than 7. In addition, select import engineered fill should meet the following particle-size gradation:

Sieve Opening	Percent Passing, by Dry Weight
4-inch square	100
3/4-inch square	70 minimum
U.S. No. 4	60 minimum
U.S. No. 200	50 maximum

Select import engineered fill material that does not meet the above criteria should be tested under the direction of the Geotechnical Engineer-of-Record to determine if it has engineering properties equivalent to, or better than, the existing site materials. Samples of any proposed imported fill material should be submitted to the Laboratory of Record for testing and approved by the Geotechnical Engineer-of-Record prior to being brought to the site.

General on-site engineered fill should be inorganic, contain no rocks greater than 4-inches in least dimension, and be free of deleterious materials. Soils containing more than 3 percent by weight of organic material should be considered organic. Our subsurface data and laboratory test data indicates that the near-surface native soil encountered in the borings generally meets the criteria for import engineered fill.

The existing native soils may include lean clay and may have a moisture content at the time of grading that is not conducive to compaction. The contractor may want to consider import materials that are more suited to obtaining optimum moisture content for compaction during cool or wet seasons.

8.2.5 Engineered Fill Placement

Engineered fill should be placed in a series of horizontal layers not exceeding 8 inches in loose thickness, uniformly moisture-conditioned, and compacted to achieve a minimum relative compaction of 90 percent of the ASTM D1557 maximum dry density. Fill soils composed of sands, silty sands, and non-plastic silts



should be uniformly moisture conditioned to between 1 and 3 percentage points above the optimum moisture content. Additional fill lifts should not be placed if the previous lift did not meet the required relative compaction or if soil conditions are not stable. Discing and/or blending may be required to uniformly moisture-condition soils used for engineered fill.

8.2.6 Excavations

Onsite materials can be easily to moderately difficult to excavate with conventional earthmoving equipment. Cuts in the Mehrten Sandstone will likely become more difficult with depth. We anticipate that temporary excavations less than 5 feet deep may be cut as steep as 1½H:1V (horizontal to vertical). Deeper cuts should be considered on a case-by-case basis. All open cuts should be in compliance with applicable Occupational Safety Health Administration (OSHA) regulations (California Construction Safety Orders, Title 8) and should be monitored for evidence of incipient instability.

8.3 UNDERGROUND UTILITY TRENCHES

Unless concrete bedding is required around utilities, pipe bedding should consist of sand with a sand equivalent of at least 30 or the pipe manufacturer's requirements, whichever is more restrictive. The pipe bedding should extend from 6 inches below the invert of the pipe to 1 foot above the pipe crown of the pipe. The pipe bedding material should be compacted to a minimum of 90 percent relative compaction or the manufacturer's recommendations if more stringent.

Trench backfill above the pipe bedding zone should be placed in the same manner as required in Section 8.2.5, Engineered Fill Placement. On-site fill soils and "non-organic" native soils may be used as backfill in trenches above the pipe bedding. Utility trench backfill should be placed in layers not exceeding a loose lift thickness of 8 inches, uniformly moisture conditioned, and compacted to a minimum of 90 percent relative compaction.

Compaction criteria for trench backfill above the bedding zone may be decreased to 85 percent relative compaction in landscape areas at least 5 feet beyond structural improvements, except in areas overlain by pavements, sidewalks, or other hardscapes. In landscape areas overlain by pavements, sidewalks, or other hardscapes, we recommend that the trench backfill be compacted to a minimum of 90 percent relative compaction.

8.4 SURFACE DRAINAGE CONTROL

Surface drainage should be planned to prevent ponding and to enable water to drain away from foundations, slabs and edges of pavements toward suitable collection or discharge facilities. A positive surface drainage of at least 5 percent should be provided within 10 feet of all foundations. Elsewhere, positive surface drainage of at least 2 percent is recommended to allow for rapid removal of surface water. A detailed drainage plan is outside the scope of this report but should be included in the preparation of the grading plans for the project.

9.0 FOUNDATION RECOMMENDATIONS

9.1 GENERAL FOUNDATION RECOMMENDATIONS

Foundation improvements should be designed and constructed in accordance with the 2019 CBC, Title 24, Chapter 17 (Structural Tests and Special Inspections), Chapter 18 (Soil and Foundations), and all other sections applicable to the proposed structural improvements.



9.2 FOOTINGS

Footings for all structures should be embedded at least 24 inches below the lowest adjacent grade when founded on engineered fill or weathered bedrock prepared in accordance with Section 8.2. Condor defines lowest adjacent grade as the tank bottom, the bottom of an adjacent pavement, or exterior soil subgrades, whichever results in a deeper footing. Footing thickness and widths should meet the minimum requirements in the 2019 CBC and AWWA Standard D100-05.

Footings bearing on compacted engineered fill or weathered bedrock or engineered fill should be designed using a maximum net allowable bearing capacity of 3,000 pounds per square foot (psf) for dead plus normal duration live loads. This allowable bearing capacity may be increased by one-third for total load conditions, including wind and seismic. This allowable value includes a factor of safety of 2.0.

Base friction resistance may be calculated using an ultimate friction coefficient of 0.30 for concrete on fill or native soil. For the steel tank bottom, a friction coefficient of 0.25 should be used. Passive resistance may be calculated using an allowable equivalent fluid unit weight of 350 pounds per cubic foot (pcf). The recommended passive resistance is reduced by a factor of about 1.5 from the ultimate value to reduce deflections to tolerable amounts. The recommended passive pressure and friction coefficients may be combined, without reduction, for calculating total lateral resistance. The passive resistance contributed by soils within 1 foot of the ground surface should be neglected unless these soils are protected and confined by a slab-on-grade or pavement. Gaps between the footing and adjacent ground should be completely backfilled using engineered fill, concrete or lean cement slurry with a 28-day unconfined compressive strength of at least 100 pounds per square inch (psi).

Settlement of the ringwall foundation is estimated to be 1-inch and $\frac{3}{4}$ -inch for total and differential settlement, respectively. The settlement of the center of the tank relative to the ringwall foundation is estimated to be less than 1-inch.

10.0 SLABS-ON-GRADE

10.1 SUBGRADE SUPPORT FOR SLABS-ON-GRADE

Concrete slabs should be supported on ground prepared in accordance with Section 8.2, including minimum overexcavation depths discussed in the section.

10.2 GUIDELINES FOR CONCRETE SLABS-ON-GRADE

We understand that concrete slabs for buildings may not be included for the proposed project. As such, the following sections may not be applicable.

Condor does not consider itself an expert on the control of slab cracking or prevention of vapor transmission through concrete slabs. The following recommendations are provided based on current practice in the industry. The designer of record should provide final details on plans based on their past experience, coupled with our recommendations.

Where dampness of floor slabs is to be minimized, the slabs should be constructed on a minimum 4-inch thick layer of capillary break material covered with a high quality vapor retarder. The capillary break material should be free-draining, clean gravel or rock such as No. 4 by $\frac{3}{4}$ -inch pea gravel or permeable aggregate complying with Caltrans Standard Specifications, Section 68, Class 1, Type B.

The vapor retarder should have a minimum thickness of 15 mils, a permeance as tested before and after mandatory conditioning (ASTM E 1745, Section 7.1.2 – 7.1.5) of less than 0.01 perms [grains/(ft² · hr ·



inHg)], and comply with the ASTM E 1745 Class A requirements. Vapor retarders having these properties are commonly referred to as “vapor barriers”. The designer of the slab-on-grade of record may omit the blotter at their discretion when a concrete with a water-cement ratio of 0.45 or less is specified. The vapor retarder should be constructed in accordance with ASTM E 1643 using material which meets ASTM E 1745.

Slabs should be cast using concrete with a maximum slump of 4 inches or less. Excessive water content is the major cause of concrete cracking. To reduce concrete shrinkage, a water reducing agent or plasticizer may be utilized in the concrete to increase slump while maintaining an appropriate water/cement ratio. Hot reinforcing steel should be cooled prior to concrete placement to help prevent concrete shrinkage at the bar location. Where there is potential for moisture accumulation under the slab, special consideration should be given to allow gravity drainage of any water that could migrate into the subgrade of the slab or rock cushion.

The final design floor slab thickness and reinforcement should be provided by the project Structural Engineer.

Exterior concrete slabs (i.e., sidewalks, concrete aprons, etc.) should be constructed over a minimum of 4 inches of compacted aggregate base on subgrade prepared as discussed in Section 8.2. All exterior slabs should be reinforced or jointed and scored to limit cracking from shrinkage.

11.0 CORROSION POTENTIAL

Chemical tests were performed on one discrete sample of the near-surface soils at each tank site. Test results are summarized in the following table:

	Tank Site			
	Heather Drive	Meadowmont 13	Big Trees 4/5	Big Trees 8
Redox (mV)	410	350	380	420
pH	6.30	6.16	6.72	6.44
Resistivity (ohm/cm)	76,000	13,000	3,900	1,400
Chloride (mg/kg)	None detected	None detected	None detected	None detected
Sulfate (mg/kg)	Non detected	None detected	19	None detected

Resistivity tests performed on the same discrete soil samples indicated that the soils range from negligibly corrosive to corrosive to buried metal. A commonly accepted correlation between soil resistivity and corrosivity towards ferrous metals is provided in the following table developed by the National Association of Corrosion Engineers (NACE):

Soil Resistivity	Corrosivity
Less than 500 ohm-cm	Very corrosive
500 to 1,000 ohm-cm	Corrosive
1,000 to 2,000 ohm-cm	Moderately corrosive
2,000 to 10,000 ohm-cm	Mildly corrosive
Over 10,000 ohm-cm	Progressively less corrosive

Appendix D contains the results of the corrosivity tests performed, as well as a brief evaluation letter by our laboratory subcontractor. The brief evaluation provides general recommendations regarding protecting buried metals. If warranted, a corrosion expert should be consulted to develop specific recommendations.



12.0 ADDITIONAL SERVICES

The geotechnical recommendations and design criteria given in this report are sensitive to the location, design details, and any special requirements of the new construction. Condor should review the geotechnical elements of project grading, foundation plans and specifications prior to construction bidding to check that the intent of our recommendations has been incorporated into these project documents. If Condor does not review the geotechnical elements of the plans and specifications, the reviewing Geotechnical Engineer should thoroughly review this report and concur with its conclusions and recommendations or provide alternative recommendations.

Because surface conditions may vary across the sites, geotechnical recommendations used as a basis for construction contracting are sensitive to the possible need for adjustment in the field. The adjustments are dependent upon conditions revealed during construction that could previously only be assumed based upon site exploration. Since the intent of the recommendations given in this report are best understood by a Condor representative, we recommend that field observations and testing during earthwork and construction be performed by Condor. If Condor does not provide the field observations and testing, the Geotechnical Engineer-of-Record should thoroughly review this report and concur with its conclusions and recommendations or provide alternative recommendations.

The Geotechnical Engineer or qualified representative should be on-site to observe and advise during site preparation, grading and earthwork, and construction of foundations and slabs-on-grade. These observations should be supplemented with periodic density and compaction testing of subgrade and engineered fills to evaluate conformance with the recommendations contained in this report. It is important that foundation excavations be checked after cleaning and immediately prior to concrete placement to verify their suitability.

13.0 LIMITATIONS

The conclusions and recommendations presented in this report are intended for planning, design, and construction of the proposed school sites as described in this report. These conclusions and recommendations may be invalid if:

- The report is used for other sites or project components;
- The encountered soil or groundwater conditions are different than those anticipated in this report;
- The recommendations contained in this report are not followed;
- Any other change is implemented that materially alters the project; or
- State agency review and acceptance of the report is not obtained.

This report was prepared in accordance with the generally accepted standards of environmental and geotechnical engineering practice existing in California at the time it was written. No other warranty, express or implied, is made. It is the owner's responsibility to see that all parties to the project, including the designer, contractors, subcontractors, etc., are made aware of this report in its entirety.

The analyses and recommendations submitted herein are based upon the data obtained from subsurface exploration and materials testing. Subsurface exploration of any site is necessarily confined to selected locations and conditions may, and often do, vary between and around these locations. Should varied conditions come to light during construction on the project, additional exploration, testing, or analysis may be required. Any person concerned with this project who observes conditions or features of the sites or their surrounding



areas that are different from those described in this report, should report them immediately to Condor for evaluation.

It should be noted that changes in the standards of practice in the field of environmental and geotechnical engineering, changes in site conditions, new agency regulations, or modifications to the proposed project are grounds for this report to be professionally reviewed. In light of this, there is a practical limit to the usefulness of this report without critical professional review. It is suggested that two years be considered a reasonable time for the usefulness of this report.

We trust this report provides the information required at this time. Please call with any questions.

Respectfully submitted,
CONDOR EARTH




Ronald L. Skaggs, GE No. 2295
Vice President, Engineering Services


Chad Borean
Staff Geologist

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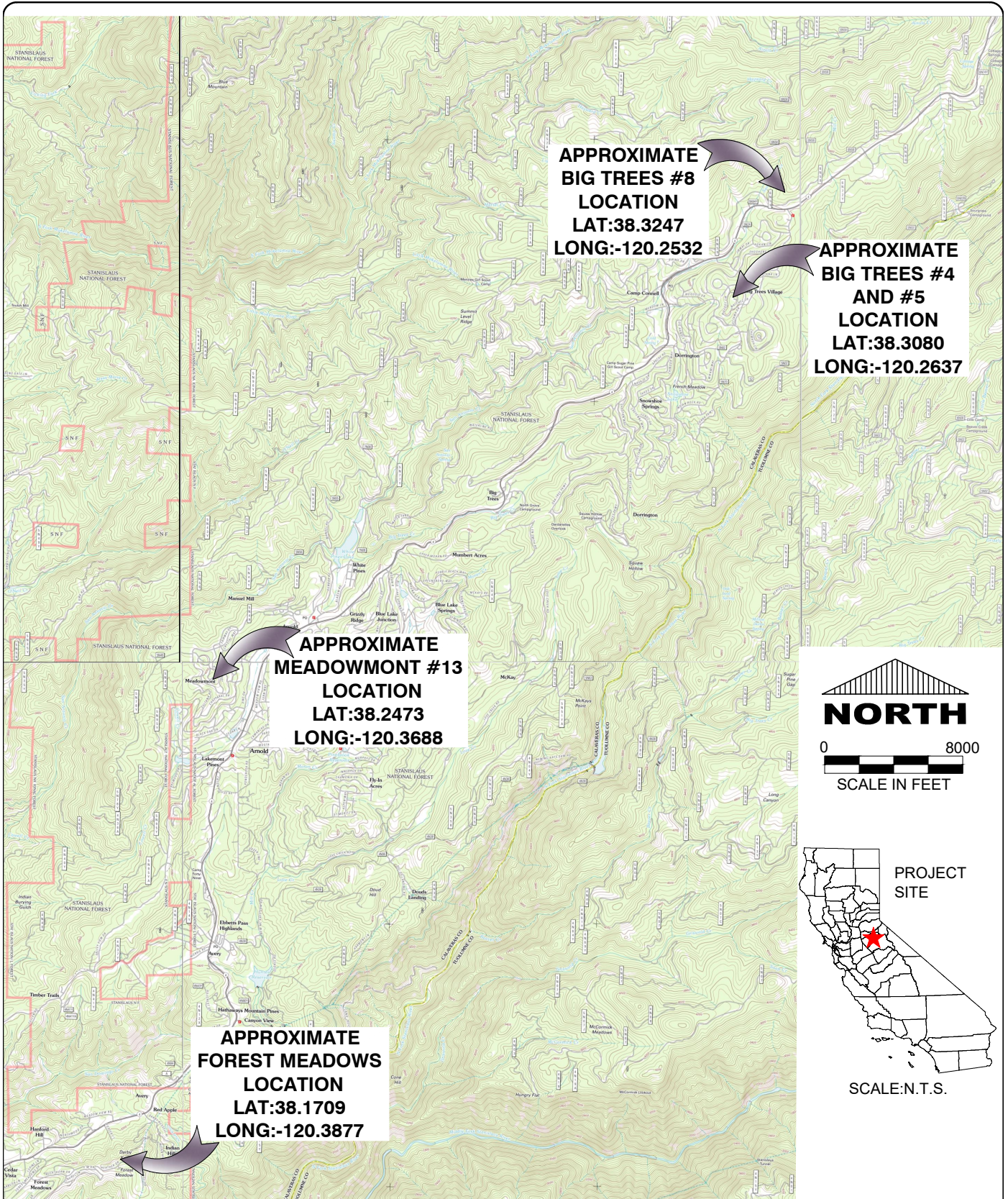


14.0 REFERENCES


California Building Code, 2019, California Building Standards Commission, and International Conference of Building Officials, 2012.

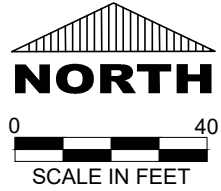


APPENDIX A
Figures



BACKGROUND IMAGE: USGS 7.5 MINUTE QUADRANGLE, BOARD CROSSING, DORRINGTON, FORT MTN., MURPHYS AND STANISLAUS 2012


 <p>CONDOR EARTH 21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com</p>	Job No. 8438	VICINITY MAP CALAVERAS COUNTY WATER DISTRICT REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY, CALIFORNIA	FIGURE 1
	Date 23 DEC 2020		
	Scale AS SHOWN		
	Drawn KGM		
8438_F1			





LEGEND

B-1  = APPROXIMATE BORING LOCATION

BACKGROUND IMAGE: GOOGLE EARTH 6/25/2018

 <p>CONDOR EARTH 21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com</p>	Job No. 8438	SITE MAP WITH BORING LOCATIONS HEATHER DRIVE, FOREST MEADOWS REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY WATER DISTRICT CALAVERAS COUNTY, CALIFORNIA	FIGURE 2A
	Date 23 DEC 2020		
	Scale AS SHOWN		
	Drawn KGM		
			8438_F2A




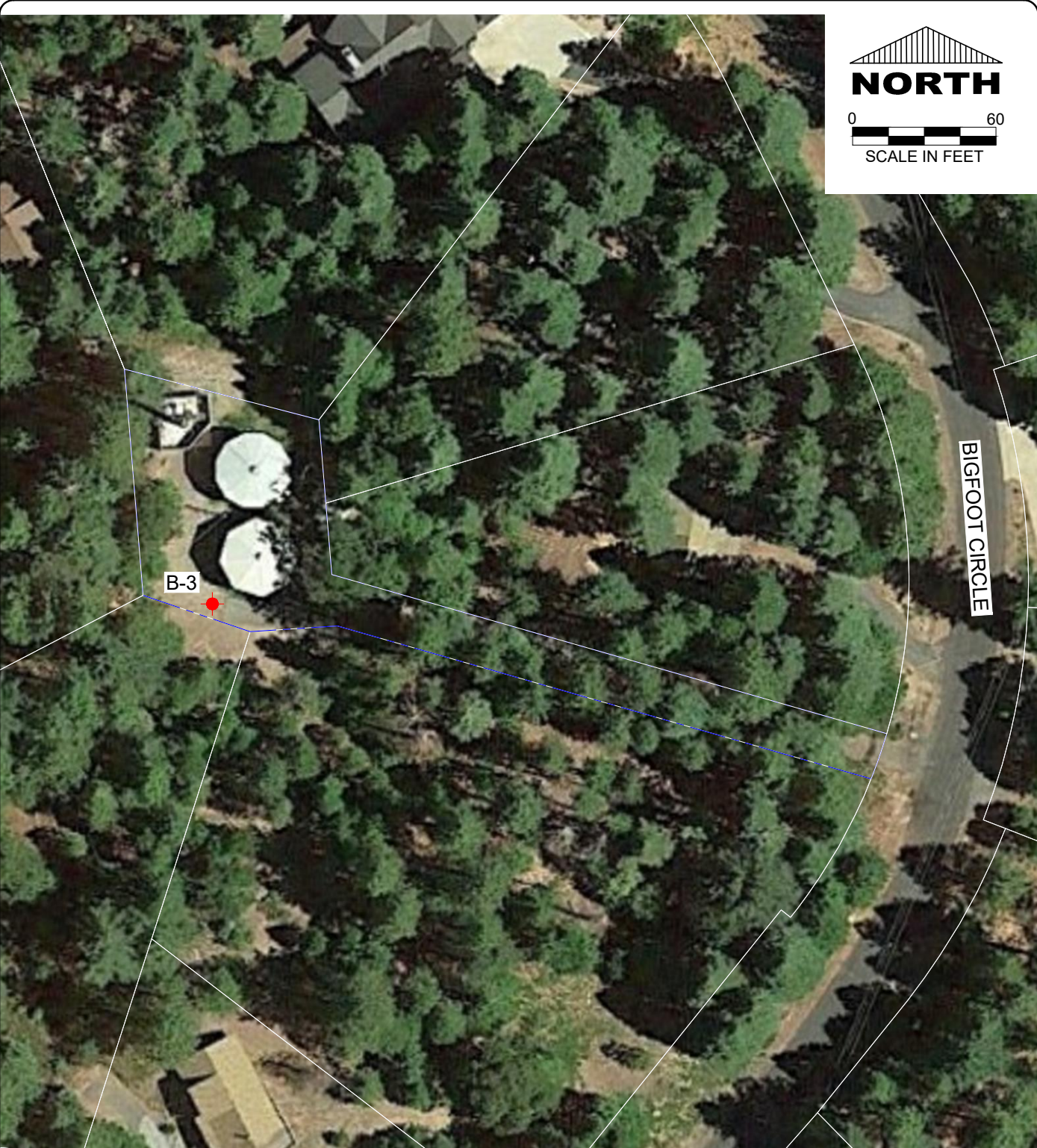

NORTH
 0 60

 SCALE IN FEET



LEGEND

B-2  = APPROXIMATE BORING LOCATION

BACKGROUND IMAGE: GOOGLE EARTH 6/25/2018

	CONDOR EARTH	Job No. 8438	SITE MAP WITH BORING LOCATIONS MEADOWMONT 13 REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY WATER DISTRICT CALAVERAS COUNTY, CALIFORNIA	FIGURE 2B
	21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com	Date 23 DEC 2020		
	Scale AS SHOWN	Drawn KGM		Chk'd CB






NORTH
 0 60

 SCALE IN FEET

LEGEND

B-3  = APPROXIMATE BORING LOCATION

BACKGROUND IMAGE: GOOGLE EARTH 6/25/2018

	CONDOR EARTH	Job No. 8438	SITE MAP WITH BORING LOCATIONS BIG TREES 4 AND 5 REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY WATER DISTRICT CALAVERAS COUNTY, CALIFORNIA	FIGURE 2C
	21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com	Date 23 DEC 2020		
				8438_F2C

NORTH


0 60

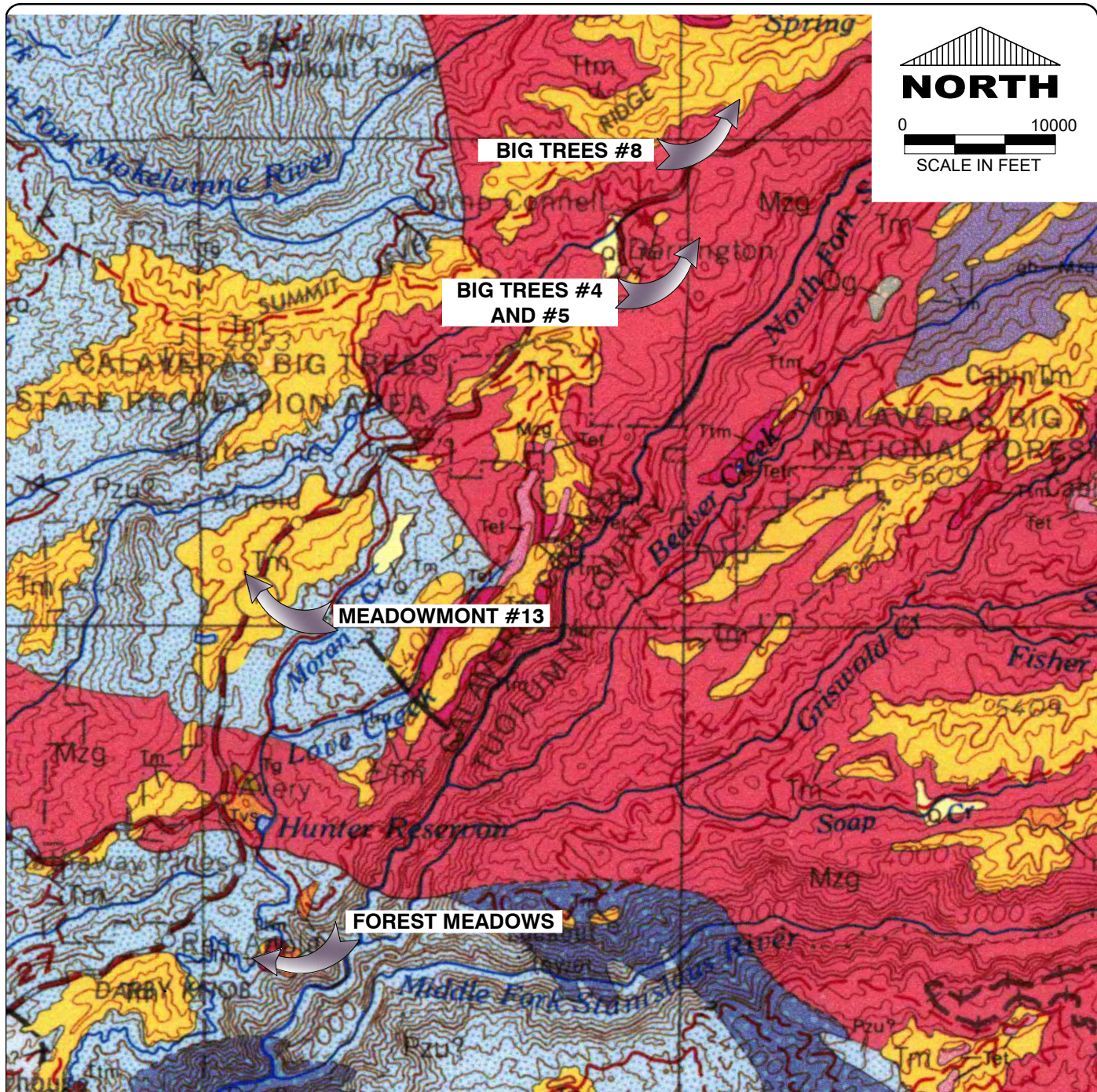
SCALE IN FEET

LEGEND

B-3  = APPROXIMATE BORING LOCATION

BACKGROUND IMAGE: GOOGLE EARTH 6/25/2018

 <p>CONDOR EARTH 21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com</p>	Job No. 8438	SITE MAP WITH BORING LOCATIONS BIG TREES 8 REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY WATER DISTRICT CALAVERAS COUNTY, CALIFORNIA	FIGURE 2D
	Date 23 DEC 2020		
	Scale AS SHOWN		
	Drawn KGM		
			8438_F2D

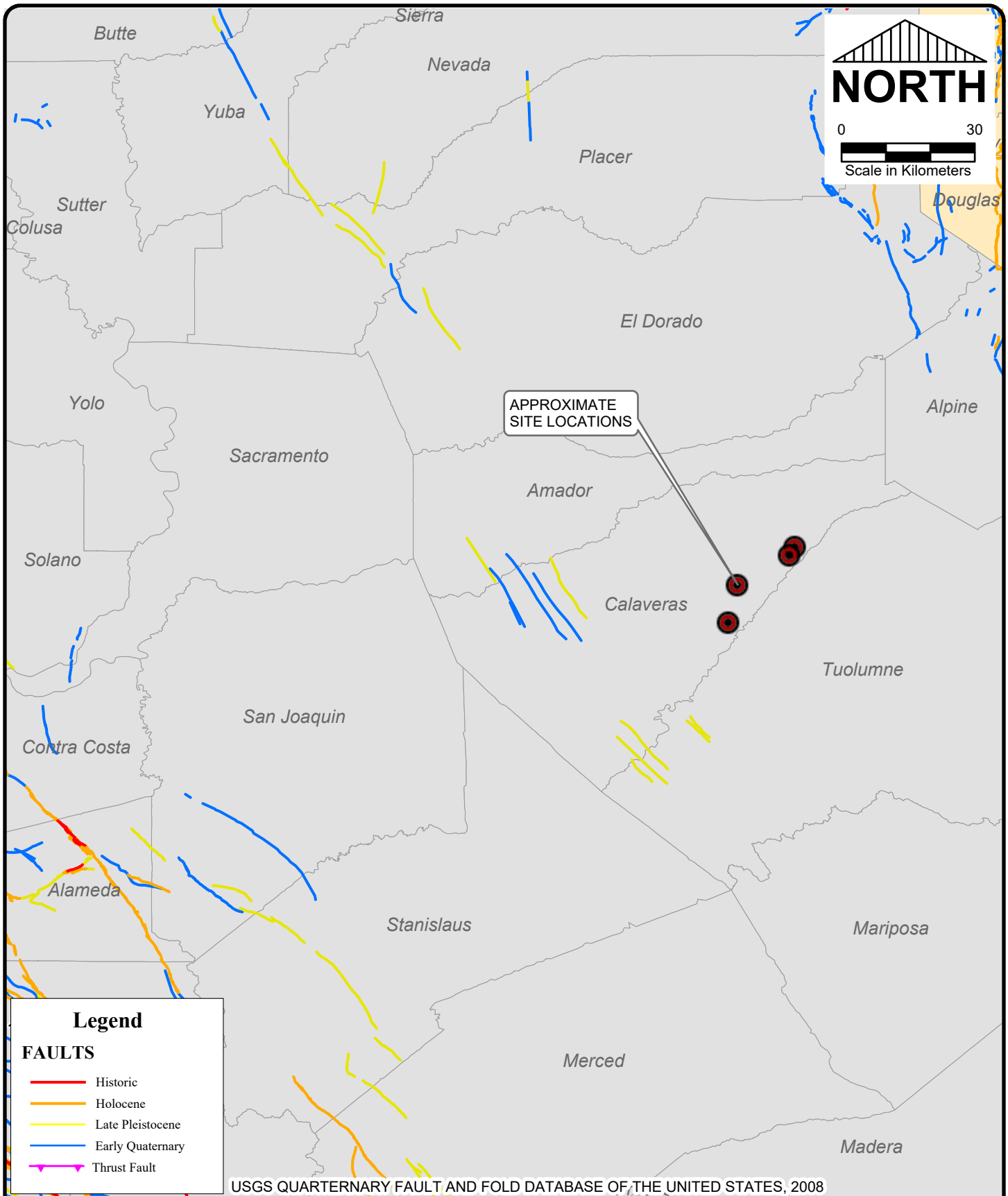


LEGEND

- Tm Mehrten Formation (*Andesitic conglomerate, sandstone, and breccia*)
- Pzu? Undifferentiated Paleozoic(?) rocks
- Mzg Mesozoic granitic rocks

GEOLOGIC MAP OF SACRAMENTO QUADRANGLE, CALIFORNIA D.L. WAGNER 1981

	CONDOR EARTH	Job No. 8438	GEOLOGIC MAP CALAVERAS COUNTY WATER DISTRICT REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY, CALIFORNIA	FIGURE 3
	21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax(209) 532-0773 www.condorearth.com	Date 23 DEC 2020		
	Scale AS SHOWN	Drawn KGM		
	Chk'd CB			
			8438_F3	



NORTH

0 30

Scale in Kilometers


APPROXIMATE
SITE LOCATIONS

Legend

FAULTS

- Historic
- Holocene
- Late Pleistocene
- Early Quaternary
- ▶ Thrust Fault

USGS QUATERNARY FAULT AND FOLD DATABASE OF THE UNITED STATES, 2008

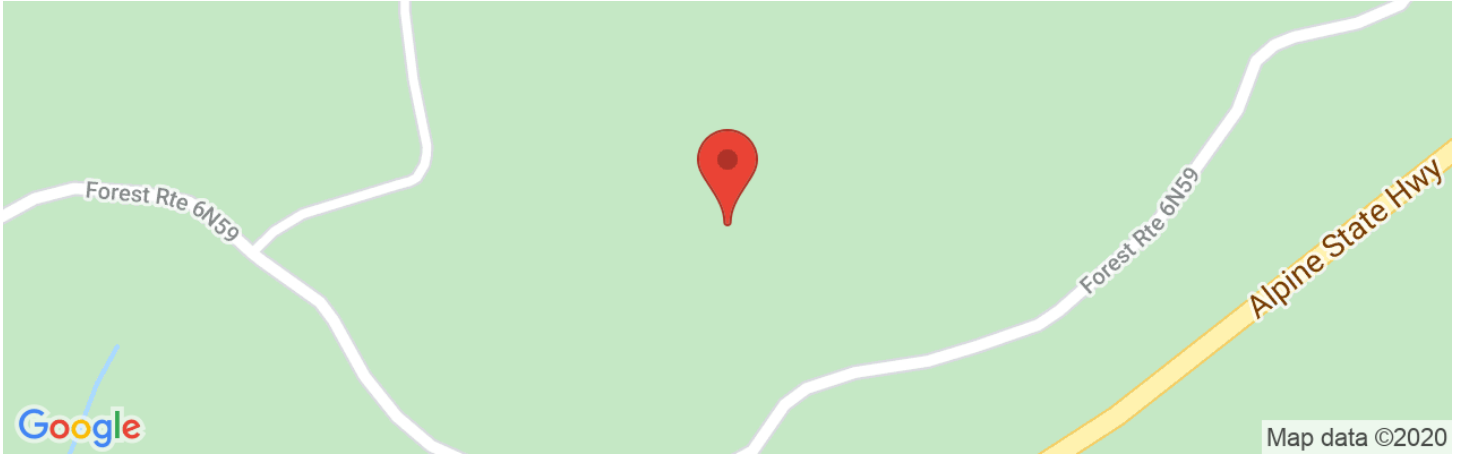
	CONDOR EARTH	Job No. 8438	REGIONAL FAULT MAP CALAVERAS COUNTY WATER DISTRICT REDWOOD TANK REPLACEMENT PROJECT CALAVERAS COUNTY, CALIFORNIA	FIGURE 4	
	21663 Brian Lane P.O. Box 3905 Sonora, CA 95370 (209) 532-0361 fax (209) 532-0773 www.condorearth.com	Date 23 Dec 2020			Scale AS SHOWN
	Drawn KGM	Chk'd CB			
					8438 CCWD Redwood Tank Replacement

APPENDIX B
OSHPD U.S. Seismic Design Maps



CCWD Redwood Tank Replacement Project

Latitude, Longitude: 38.324679, -120.253212



Date	12/29/2020, 8:19:55 AM
Design Code Reference Document	ASCE7-16
Risk Category	IV
Site Class	C - Very Dense Soil and Soft Rock

Type	Value	Description
S_S	0.468	MCE_R ground motion. (for 0.2 second period)
S_1	0.198	MCE_R ground motion. (for 1.0s period)
S_{MS}	0.608	Site-modified spectral acceleration value
S_{M1}	0.298	Site-modified spectral acceleration value
S_{DS}	0.405	Numeric seismic design value at 0.2 second SA
S_{D1}	0.198	Numeric seismic design value at 1.0 second SA

Type	Value	Description
SDC	D	Seismic design category
F_a	1.3	Site amplification factor at 0.2 second
F_v	1.5	Site amplification factor at 1.0 second
PGA	0.199	MCE_G peak ground acceleration
F_{PGA}	1.201	Site amplification factor at PGA
PGA_M	0.239	Site modified peak ground acceleration
T_L	6	Long-period transition period in seconds
$SsRT$	0.468	Probabilistic risk-targeted ground motion. (0.2 second)
$SsUH$	0.5	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
$S1RT$	0.198	Probabilistic risk-targeted ground motion. (1.0 second)
$S1UH$	0.208	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
$S1D$	0.6	Factored deterministic acceleration value. (1.0 second)
$PGAd$	0.5	Factored deterministic acceleration value. (Peak Ground Acceleration)
C_{RS}	0.936	Mapped value of the risk coefficient at short periods
C_{R1}	0.953	Mapped value of the risk coefficient at a period of 1 s

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APPENDIX C
Logs of Borings



CONDOR EARTH TECHNOLOGIES, INC.

209-234-0518

FAX 209-234-0538

**LOG OF BORING
No. B-1**

PROJECT: CCWD Redwood Tank Replacement Project

PROJECT NO.: 8438

CLIENT: Calaveras County Water District

PROJECT LOCATION: Four (4) Sites within Calaveras County

LOCATION: Heather Drive, Forest Meadows

ELEVATION: 3707 ft.

DRILLER: V & W Drilling

LOGGED BY: C. Borean

DRILLING METHOD: Solid-Stem Auger

DATE: 11/30/20

DEPTH TO - WATER> INITIAL: - **AFTER DRILLING:** -

CAVING> C -

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Sample Type	USCS	Description	Graphic	Sample No.	Blow Counts	N Value	Moisture Content (%)	Dry Density (pcf)	Plasticity Index	Liquid Limit	% < #200	Misc. Tests
0		CL	Sandy clay, firm, dark red, moist										
2.0	Rx		Mehrten formation: Tuffaceous sandstone, moderately weathered, weak, low hardness, damp, light gray		1, 2	3 9 8	8	29.8	85.5			65.4	
5					3	7 10 11	21						
10			Light reddish brown		4, 5	9 17 20	20	22.7	77.7			46.5	
15					6	4 4 4	8						
20					7, 8	7 7 7	9						
25			Boring Terminated at 24.5 ft.		9	4 7 9	16						
30					10	6 8 8	16						
35													

Ground surface at Boring 2' above ground surface at existing tank.



CONDOR EARTH TECHNOLOGIES, INC.

209-234-0518

FAX 209-234-0538

**LOG OF BORING
No. B-2**

PROJECT: CCWD Redwood Tank Replacement Project

PROJECT NO.: 8438

CLIENT: Calaveras County Water District

PROJECT LOCATION: Four (4) Sites within Calaveras County

LOCATION: Meadowmont 13, Arnold

ELEVATION: 8438 ft.

DRILLER: V & W Drilling

LOGGED BY: C. Borean

DRILLING METHOD: Solid-Stem Auger


DATE: 11/30/20

DEPTH TO - WATER> INITIAL: ∅ -

AFTER DRILLING: ∅ -

CAVING> C -

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Sample Type	USCS	Description	Graphic	Sample No.	Blow Counts	N Value	Moisture Content (%)	Dry Density (pcf)	Plasticity Index	Liquid Limit	% < #200	Misc. Tests		
0		Rx	Mehrten Formation: Tuffaceous sandstone with gravel, moderately weathered, weak, low hardness, damp		1, 2	30 30 50/3	>50	15.6	107.0			22.7			
5					3	50/5	>50								
					4	50/6	>50								
10					Boring Terminated at 9 ft.										
15															
20															
25															
30															
35															



CONDOR EARTH TECHNOLOGIES, INC.

209-234-0518

FAX 209-234-0538

**LOG OF BORING
No. B-3**

PROJECT: CCWD Redwood Tank Replacement Project

PROJECT NO.: 8438

CLIENT: Calaveras County Water District

PROJECT LOCATION: Four (4) Sites within Calaveras County

LOCATION: Big Trees 4 & 5, Camp Connell

ELEVATION: 8438 ft.

DRILLER: V & W Drilling

LOGGED BY: C. Borean

DRILLING METHOD: Solid-Stem Auger

DATE: 11/30/20

DEPTH TO - WATER> INITIAL: ∅ -

AFTER DRILLING: ∅ -

CAVING> C -

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Sample Type	USCS	Description	Graphic	Sample No.	Blow Counts	N Value	Moisture Content (%)	Dry Density (pcf)	Plasticity Index	Liquid Limit	% < #200	Misc. Tests
0		Rx	Mehrten Formation: Tuffaceous sandstone, moderately weathered, weak, low hardness, damp		1	38 50/4	>50	16.8	86.5			19.9	
5			No recovery		2	38 50/5	>50						
10							50/3	>50					
15			Boring Terminated at 14 ft.			3	25 50/5	>50					
20													
25													
30													
35													



CONDOR EARTH TECHNOLOGIES, INC.

209-234-0518

FAX 209-234-0538

**LOG OF BORING
No. B-4**

PROJECT: CCWD Redwood Tank Replacement Project

PROJECT NO.: 8438

CLIENT: Calaveras County Water District

PROJECT LOCATION: Four (4) Sites within Calaveras County

LOCATION: Big Trees 8, Camp Connell

ELEVATION: 5367 ft.

DRILLER: V & W Drilling

LOGGED BY: C. Borean

DRILLING METHOD: Solid-Stem Auger

DATE: 11/30/20

DEPTH TO - WATER> INITIAL: ∞ - **AFTER DRILLING:** ∞ -

CAVING> C -

This information pertains only to this boring and should not be interpreted as being indicative of the site.









Depth (feet)	Sample Type	USCS	Description	Graphic	Sample No.	Blow Counts	N Value	Moisture Content (%)	Dry Density (pcf)	Plasticity Index	Liquid Limit	% < #200	Misc. Tests
0		SC	Artificial fill - Undocumented Clayey sand, soft, moist, dark brown										
2.0		Rx	Mehrten Formation: Tuffaceous sandstone, moderately weathered, weak, low hardness, damp		1	27 50/5	>50	21.0	88.7			57.9	
5					2	29 50/5	>50						
10					3, 4	38 50/5	>50	19.3	88.7				
15			No recovery		5	50/6	>50						
20					6	24 50/3	50						
21			Boring Terminated at 21 ft.										
25													
30													
35													

UNIFIED SOIL CLASSIFICATION SYSTEM

Division		Group Symbol	Group Name
Coarse-Grained Soils (more than 50 percent retained or the No. 200 sieve)	Gravel (% gravel > % sand)	GW	Well-graded Gravel (with Sand)
		GW-GM	Well-graded Gravel with Silt (and Sand)
		GW-GC	Well-graded Gravel with Clay (and Sand)
		GP	Poorly graded Gravel (with Sand)
		GP-GM	Poorly graded Gravel with Silt (and Sand)
		GP-GC	Poorly graded Gravel with Clay (and Sand)
		GM	Silty Gravel (with Sand)
		GC	Clayey Gravel (with Sand)
	Sand (% sand ≥ % gravel)	SW	Well-graded Sand (with Gravel)
		SW-SM	Well-graded Sand with Silt (and Gravel)
		SW-SC	Well-graded Sand with Clay (and Gravel)
		SP	Poorly graded Sand (with Gravel)
		SP-SM	Poorly graded Sand with Silt (and Gravel)
		SP-SC	Poorly graded Sand with Clay (and Gravel)
		SM	Silty Sand (with Gravel)
		SC	Clayey Sand (with Gravel)
Fine-Grained Soils (50 percent or more passing the No. 200 sieve)	Silt or Clay LL < 50	ML	Silt (with Sand or Gravel), Sandy Silt (with Gravel), Gravelly Silt (with Sand)
		CL-ML	Silty Clay (with Sand or Gravel), Sandy Silty Clay (with Gravel), Gravelly Silty Clay (with Sand)
		CL	Lean Clay (with Sand or Gravel), Sandy lean Clay (with Gravel), Gravelly lean Clay (with Sand)
		OL	Organic Clay (with Sand or Gravel), Sandy organic Clay (with Gravel), Gravelly organic Clay (with Sand), organic Silt (with Sand or Gravel), Sandy organic Silt (with Gravel), Gravelly organic Silt (with Sand)
	Silt or Clay LL ≥ 50	MH	Elastic Silt (with Sand or Gravel), Sandy elastic Silt (with Gravel), Gravelly elastic Silt (with Sand)
		CH	Fat Clay (with Sand or Gravel), Sandy fat Clay (with Gravel), Gravelly fat Clay (with Sand)
		OH	Organic Clay (with Sand or Gravel), Sandy organic Clay (with Gravel), Gravelly organic Clay (with Sand), organic Silt (with Sand or Gravel), Sandy organic Silt (with Gravel), Gravelly organic Silt (with Sand)
Highly Organic Soils		PT	Peat and other highly organic soils

Note: Percentages are by dry weight. Soil classifications based on some criteria that are not shown. Group Name items in parentheses may or may not apply, depending on percent of sand or gravel.

Coarse Grained Soil Definitions	
Fraction	Particle Dimension or U.S. Standard Sieve Size/No.
Boulders	Above 12"
Cobbles	12" to 3"
Gravel - coarse - fine	3" to 3/4" 3/4" to No. 4
Sand - coarse - medium - fine	No. 4 to No. 10 No. 10 to No. 40 No. 40 to No. 200

-  Split-barrel, 3-inch O.D., 2.43-inch I.D.
-  Split-barrel, 2.5-inch O.D., 1.93-inch I.D.
-  Standard Penetration Test (SPT), 2.0-inch O.D., 1.375-inch I.D.
-  Shelby Tube
-  Disturbed sample
-  No recovery
-  Groundwater level during drilling
-  Subsequent groundwater level



CONDOR EARTH TECHNOLOGIES, INC.
**LOG LEGEND AND
SOIL CLASSIFICATION**

Note: O.D. = outside diameter I.D. = inside diameter

WEATHERING

Severely Weathered – minerals decomposed to soil, but rock fabric and structure are preserved.

Highly Weathered – abundant fractures coated with oxides, carbonates, sulphates, mud, etc., thorough discoloration, rock disintegration, mineral decomposition.

Moderately Weathered – some fracture coating, moderate or localized discoloration, little to no effect on cementation, slight mineral decomposition.

Slightly Weathered – a few stained fractures, slight discoloration, little or no effect on cementation, no mineral decomposition.

Fresh – unaffected by weathering agents; no appreciable change with depth.

FRACTURE, JOINT, OR SHEAR SPACING

(Spacing in Inches)

Very little fractured	Greater than 48
Occasionally fractured	12 to 48
Moderately fractured	6 to 12
Closely fractured	1.25 to 6
Intensely fractured	0.5 to 1.25
Crushed	Less than 0.5

THICKNESS OF SEDIMENTARY ROCK BEDS

(Thickness in Inches)

Very thickly bedded	Greater than 72
Thickly bedded	24 to 72
Medium bedded	8 to 24
Thinly bedded	2.5 to 8
Very thinly bedded	0.75 to 2.5
Laminated	0.25 to 0.75
Thinly laminated	Less than 0.25

FRACTURE OR LAYER SEPARATION

(Thickness of Separations in Millimeters)

Very tight	< 0.1 mm
Tight	0.1 – 0.5 mm
Moderately open	0.5 – 2.5 mm
Open	2.5 – 10 mm
Very wide	> 10 mm

FRACTURE OR LAYER ROUGHNESS

Very Rough - Non-continuous, Hard joint rock wall

Slightly Rough - Hard joint rock wall

Slightly Rough and Soft - Soft joint rock wall

Slickensided - Open and continuous with gouge

Soft Gouge - Open and continuous with soft gouge

STRUCTURE

Intact/Massive – intact rock specimens with few widely spaced discontinuities.

Blocky – well interlocked, undisturbed rock mass, consisting of cubical blocks formed by three intersecting joint sets.

Very blocky – interlocked, partially disturbed, with multi-faceted angular blocks formed by 4 or more joint sets.

Disturbed/Seamy – folded with angular blocks, formed by many intersecting joint sets, persistence of bedding planes or schistosity.

Disintegrated – poorly interlocked, heavily broken, mix of angular and rounded rock pieces.

Laminated/Sheared – lack of blockiness due to close spacing of shear planes.

STRENGTH

Plastic or very low strength.

Friable – crumbles easily by rubbing with fingers.

Weak – an unfractured specimen of such material will crumble under light hammer blows.

Moderately strong – specimen will withstand a few heavy hammer blows before breaking.

Strong – specimen will withstand a few heavy ringing hammer blows and will yield with difficulty only dust and small flying fragments.

Very strong – specimen will resist heavy ringing hammer blows and will yield with difficulty only dust and small flying fragments.

HARDNESS

Soft – reserved for plastic material alone.

Low hardness – can be gouged deeply or carved easily with a knife blade.

Moderately hard – can be readily scratched by a knife blade; scratch leaves a heavy trace of dust and is readily visibly after the powder has been blown away.

Hard – can be scratched with difficulty; scratch produced a little powder and is often faintly visible.

Very hard – cannot be scratched with knife blade; leaves a metallic streak.

GROUND WATER

Dry

Damp

Wet

Dripping

Flowing



CONDOR EARTH TECHNOLOGIES, INC.

ROCK PROPERTIES

APPENDIX D
Laboratory Test Results

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.2	2.1	10.4	19.9	65.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4"	100.0		
1/2"	99.0		
3/8"	99.0		
#4	97.8		
#8	96.2		
#16	93.2		
#30	88.3		
#50	81.9		
#100	73.7		
#200	65.4		

Material Description

Red Brown Silty Clay with Gravel

PL= **Atterberg Limits** PI=

LL=

Coefficients

D₉₀= 0.7450 D₈₅= 0.4101 D₆₀=

D₅₀= D₃₀= D₁₅=

D₁₀= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

F.M.=0.70

* (no specification provided)

Location: B1-2 Depth: 3.5'-4.0' Date: 12/9/2020

Sample Number: SA-1

CONDOR EARTH TECHNOLOGIES, INC. Stockton, California	Client: Calaveras County Water District Project: Redwood Tank Replacement Project Project No: 8438
Figure	

Tested By: E. Carrasco Checked By: R. Skaggs

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	5.7	2.2	16.6	29.0	46.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4"	100.0		
1/2"	96.3		
3/8"	95.5		
#4	94.3		
#8	92.6		
#16	88.9		
#30	80.6		
#50	69.7		
#100	57.0		
#200	46.5		

Material Description

Olive Light Brown Silty Sand

Atterberg Limits
 PL= LL= PI=

Coefficients
 D₉₀= 1.3597 D₈₅= 0.8281 D₆₀= 0.1775
 D₅₀= 0.0958 D₃₀= D₁₅=
 D₁₀= C_u= C_c=

Classification
 USCS= AASHTO=

Remarks
 F.M.=1.21

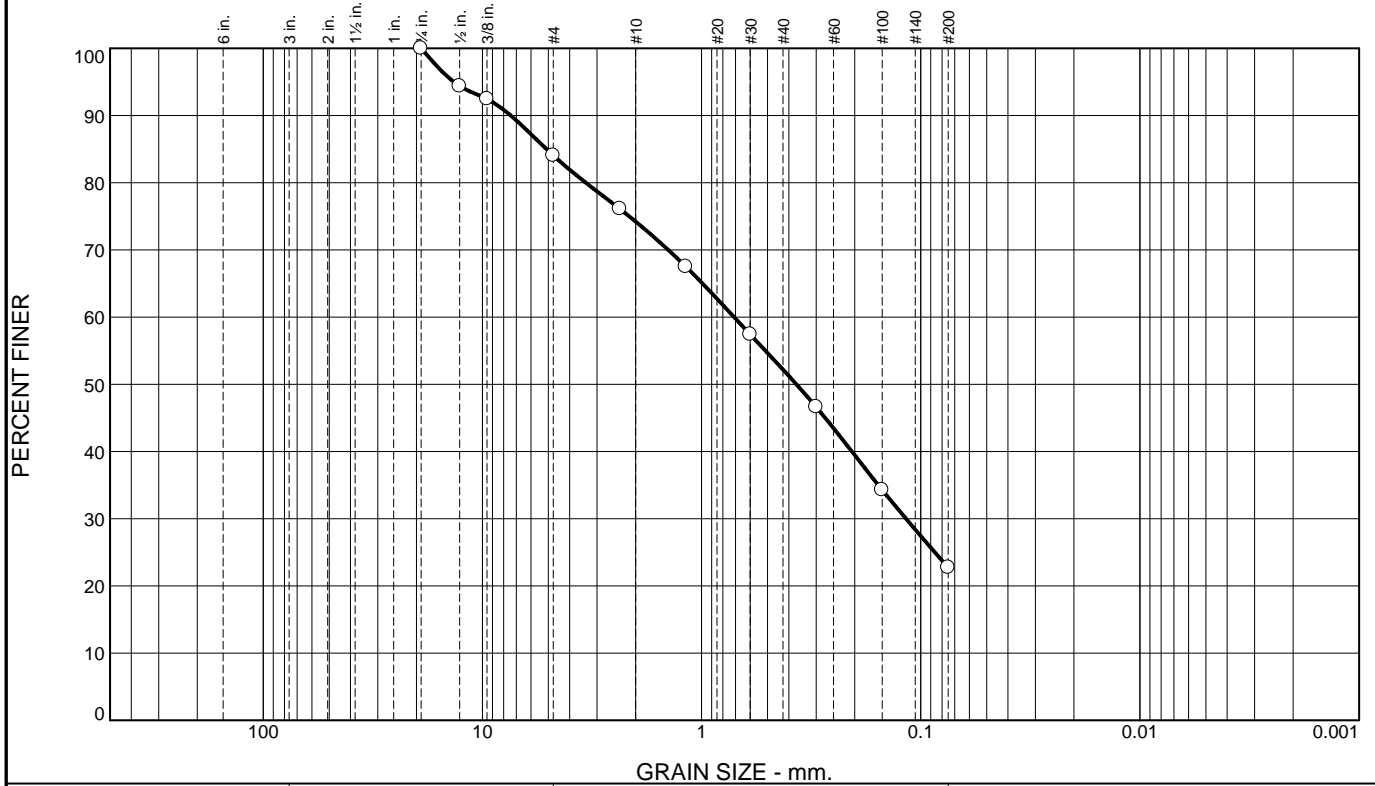
* (no specification provided)

Location: B1-5 Depth: 8.5'-9.0' Date: 12/15/2020
 Sample Number: SA-2

CONDOR EARTH TECHNOLOGIES, INC. Stockton, California	Client: Calaveras County Water District Project: Redwood Tank Replacement Project Project No: 8438
Figure	

Tested By: E. Carrasco Checked By: R. Skaggs

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	15.9	9.9	22.0	29.5	22.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4"	100.0		
1/2"	94.4		
3/8"	92.5		
#4	84.1		
#8	76.1		
#16	67.5		
#30	57.4		
#50	46.6		
#100	34.3		
#200	22.7		

Material Description

Brown Silty Sand with Gravel

PL= **Atterberg Limits** PI=

Coefficients

D₉₀= 7.4306 D₈₅= 5.1005 D₆₀= 0.7110

D₅₀= 0.3695 D₃₀= 0.1168 D₁₅=

D₁₀= C_u= C_c=

USCS= **Classification** AASHTO=

Remarks

F.M.=2.42

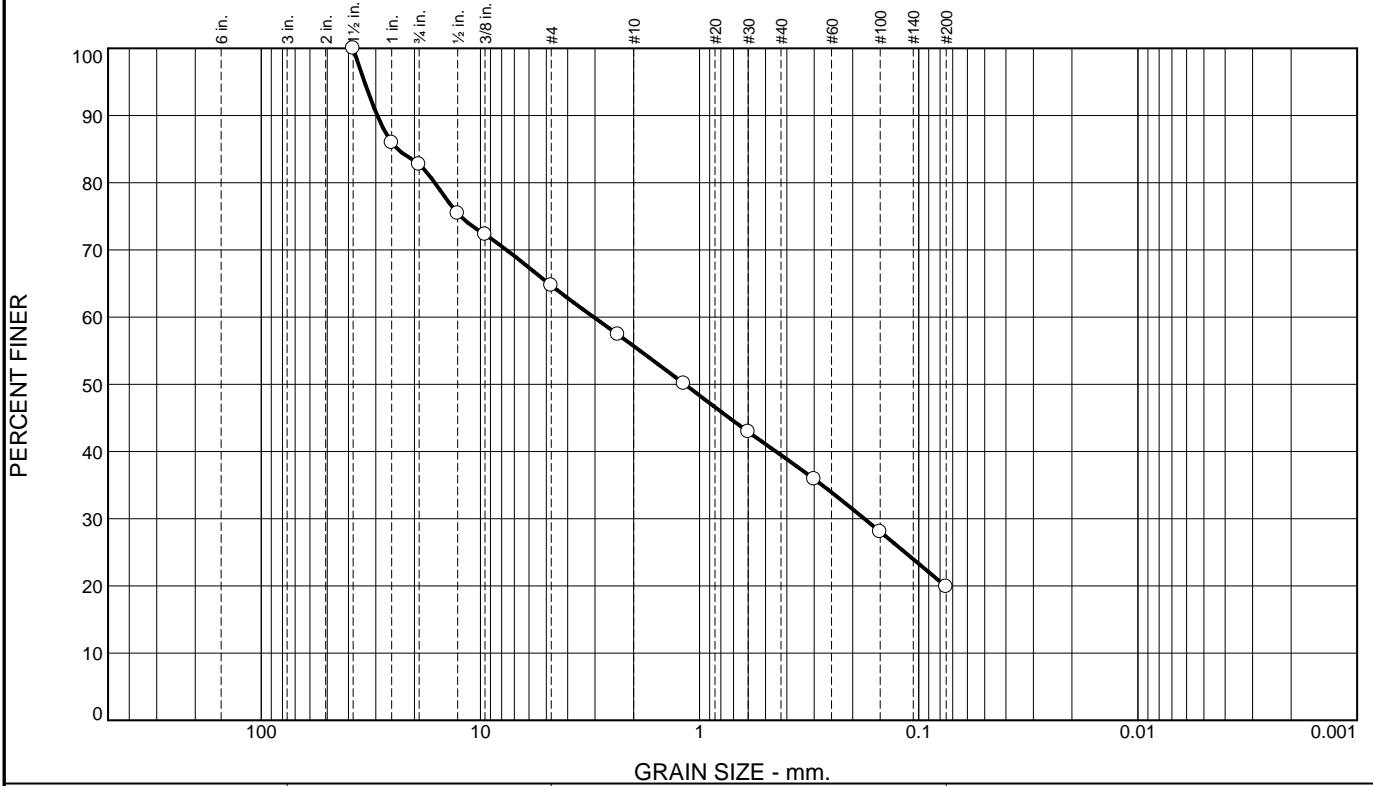
* (no specification provided)

Location: B2-2 Sample Number: SA-3 Depth: 3.5'-4.0' Date: 12/16/2020

CONDOR EARTH TECHNOLOGIES, INC. Stockton, California	Client: Calaveras County Water District Project: Redwood Tank Replacement Project Project No: 8438
Figure	

Tested By: E. Carrasco Checked By: R. Skaggs

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	17.3	18.0	9.0	16.2	19.6	19.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1-1/2"	100.0		
1"	86.0		
3/4"	82.7		
1/2"	75.4		
3/8"	72.3		
#4	64.7		
#8	57.4		
#16	50.1		
#30	42.9		
#50	35.9		
#100	28.1		
#200	19.9		

Material Description

Brown Silty Sand With Gravel

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 29.5602 D₈₅= 23.9230 D₆₀= 3.0428
D₅₀= 1.1680 D₃₀= 0.1771 D₁₅=
D₁₀= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

F.M.=3.66

* (no specification provided)

Location: B3-1 Depth: 2.5'-3.0' Date: 12/9/2020
Sample Number: SA-4

CONDOR EARTH TECHNOLOGIES, INC. Stockton, California	Client: Calaveras County Water District Project: Redwood Tank Replacement Project Project No: 8438
Figure	

Tested By: E. Carrasco Checked By: R. Skaggs

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	1.7	1.0	4.1	35.8	57.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/4"	100.0		
1/2"	99.3		
3/8"	99.3		
#4	98.3		
#8	97.5		
#16	96.7		
#30	94.8		
#50	90.2		
#100	77.2		
#200	57.4		

Material Description

Brown Sandy Silt

PL= **Atterberg Limits** PI=

LL=

Coefficients

D₉₀= 0.2963 D₈₅= 0.2143 D₆₀= 0.0817

D₅₀= D₃₀= D₁₅=

D₁₀= C_u= C_c=

Classification

USCS= AASHTO=

Remarks

F.M.=0.46

* (no specification provided)

Location: B4-1 Depth: 3.0'-3.5' Date: 12/9/2020

Sample Number: SA-5

CONDOR EARTH TECHNOLOGIES, INC. Stockton, California	Client: Calaveras County Water District Project: Redwood Tank Replacement Project Project No: 8438 Figure
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Tested By: E. Carrasco Checked By: R. Skaggs



CONDOR EARTH
 188 Frank West Circle, Suite I
 Stockton CA 95206
 Phone 209.234.0518
 FAX 209.234.0538
 www.condorearth.com

Project #: 8438
Client: Calaveras County Water District
Project: Redwood Tank Replacement Project
Test Date: 12/9/2020
Tested by: E. Carrasco

Natural Dry Density/Unit Weight							
Sample #	B1-2	B1-5	B2-2	B3-1	B4-1	B4-4	
Date	12/9/20	12/9/20	12/9/20	12/9/20	12/9/20	12/9/20	
Depth (ft)	3.5'-4.0'	8.5'-9.0'	3.5'-4.0'	2.5'-3.0'	3.0'-3.5'	8.0'-8.5'	
Sleeve Diam. (in)	2.45	2.45	2.45	2.45	2.45	2.45	
Sleeve Area (sq in)	4.7	4.7	4.7	4.7	4.7	4.7	
Sample Length (in)	6.0	6.0	5.9	6.0	6.0	5.9	
Volume (cu.in)	28.2	28.2	27.7	28.2	28.2	27.7	
Volume(cu ft)	0.016	0.016	0.016	0.016	0.016	0.016	
Gross wt (grms)	1141.6	1022.1	1221.0	1062.5	1113.8	1096.6	
Tare wt (grms)	319.9	316.8	320.8	315.1	318.9	326.1	
Soil wt (grms)	821.7	705.3	900.2	747.4	794.9	770.5	
Soil wt (lbs)	1.8	1.6	2.0	1.6	1.8	1.7	
Wet density (pcf)	111.0	95.3	123.7	101.0	107.4	105.9	
Dry Density(pcf)	85.5	77.7	107.0	86.5	88.7	88.7	

Notes:

Moisture Content							
Tare #	H	C	J	A	E	I	
Wet wt & Tare (grms)	1141.6	1022.1	1221.0	1062.5	1113.8	1096.6	
Dry wt & Tare (grms)	953.1	891.7	1099.8	955.1	975.8	972.0	
Wt of Water (grms)	188.5	130.4	121.2	107.4	138.0	124.6	
Wt of Tare (grms)	319.9	316.8	320.8	315.1	318.9	326.1	
Wt dry Soil (grms)	633.2	574.9	779.0	640.0	656.9	645.9	
Moisture Content %	29.8	22.7	15.6	16.8	21.0	19.3	

17 December, 2020

Job No. 2012072

Cust. No.12257

Mr. Eric Carrasco
Condor Earth Technologies, Inc.
188 Frank West Circle, Suite I
Stockton, CA 95206

Subject: Project No.: 8438
Project Name: Calaveras County H2O District, Redwood Tank Replacement
Corrosivity Analysis – ASTM Test Methods

Dear Mr. Carrasco:

Pursuant to your request, CERCO Analytical has analyzed the soil samples submitted on December 9, 2020. Based on the analytical results, this brief corrosivity evaluation is enclosed for your consideration.

Based upon the resistivity measurements: Sample No.004 is "Corrosive"; Sample No.003 is "Moderately Corrosive"; Sample No.002 is "Mildly Corrosive"; and Sample No.001 is "Negligibly Corrosive". All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion.

The chloride ion concentrations were none detected with a reporting limit of 15 mg/kg.

The sulfate ion concentration ranges from none detected to 19 mg/kg and are determined to be insufficient to damage reinforced concrete structures and cement mortar-coated steel at these locations.

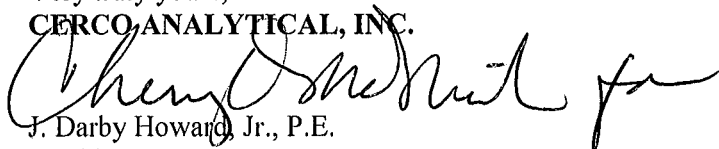
The pH of the soils ranged from 6.16 to 6.72 which does not present corrosion problems for buried iron, steel, mortar-coated steel and reinforced concrete structures.

The redox potentials range from 350 to 420-mV. Sample No.002 and Sample No.003 is indicative of potentially "slightly corrosive" soils resulting from anaerobic soil conditions, and Sample No.001 and Sample No.004 is indicative of aerobic soil conditions.

This corrosivity evaluation is based on general corrosion engineering standards and is non-specific in nature. For specific design recommendations or consultation, please call *JDH Corrosion Consultants, Inc.* at (925) 927-6630.

We appreciate the opportunity of working with you on this project. If you have any questions, or if you require further information, please do not hesitate to contact us.

Very truly yours,
CERCO ANALYTICAL, INC.



J. Darby Howard, Jr., P.E.
President

JDH/jdl
Enclosure



1100 Willow Pass Court, Suite A
 Concord, CA 94520-1006
 925 462 2771 Fax. 925 462 2775
 www.cercoanalytical.com

Client: Condor Earth Technologies, Inc.
 Client's Project No.: 8438
 Client's Project Name: Calaveras County H2O, Redwood Tank Replacement
 Date Samples: 30-Nov-20
 Date Received: 9-Dec-20
 Matrix: Soil
 Authorization: Signed Chain of Custody

Date of Report: 17-Dec-2020

Job/Sample No.	Sample I.D.	Redox (mV)	pH	Conductivity (umhos/cm)*	Resistivity (100% Saturation) (ohms-cm)	Sulfide (mg/kg)*	Chloride (mg/kg)*	Sulfate (mg/kg)*
2012072-001	B1-3	410	6.30	-	76,000	-	N.D.	N.D.
2012072-002	B2-1	350	6.16	-	13,000	-	N.D.	N.D.
2012072-003	B3-2	380	6.72	-	3,900	-	N.D.	19
2012072-004	B4-2	420	6.44	-	1,400	-	N.D.	N.D.

Method:	ASTM D1498	ASTM D4972	ASTM D1125M	ASTM G57	ASTM D4658M	ASTM D4327	ASTM D4327
Reporting Limit:	-	-	10	-	50	15	15
Date Analyzed:	15-Dec-2020	15-Dec-2020	-	14-Dec-2020	-	15-Dec-2020	15-Dec-2020

Cheryl McMillen
 Laboratory Director

* Results Reported on "As Received" Basis
 N.D. - None Detected

Quality Control Summary - All laboratory quality control parameters were found to be within established limits