



# **HBMWD**

## Sheriffs Cove Dredging

### Technical Specifications and Contract Documents



Issued for Bid  
September 2017

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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**HUMBOLDT BAY MUNICIPAL  
WATER DISTRICT**

**Sheriffs Cove Dredging**

September 2017

Prepared for

Humboldt Bay Municipal Water District  
828 Seventh Street  
Eureka, California 95501

**BOARD OF DIRECTORS**

Sheri Woo, President  
Neal Latt, Vice President  
J. Bruce Rupp, Secretary-Treasurer  
Barbara Hecathorn, Director  
Michelle Fuller, Director

John Friedenbach, General Manager

Prepared by

**GHD Inc.**  
718 Third Street, Eureka, CA 95501  
(707) 443-8326

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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**ADVERTISEMENT FOR BIDS**

Humboldt Bay Municipal Water District

Owner

828 Seventh Street

Eureka, CA 95501

Address

Separate sealed bids will be received for the Sheriffs Cove Dredging.

A conditional or qualified bid will not be accepted if it modifies the Plans or Specifications or methods of work. There will not be a pre-bid meeting; however, potential bidders are encouraged to visit and familiarize themselves with the site (Latitude 40°21'55.09" N, Longitude 123°25'38.85" W). A site overview can be arranged by contacting Pat Kaspari at GHD Inc. by telephone at (707) 443-8326.

The work consists of the furnishing of all labor, materials, equipment, and supervision for the removal of approximately 5,000 Cubic Yards of sediment and granular soils from the banks of the unnamed creek flowing into Sheriffs Cove, Ruth Reservoir, Ruth California. The Humboldt Bay Municipal Water District (HBMWD) will provide a long reach excavator for the work. Contractor to provide an operator with experience operating a long reach excavator, trucks and drivers to haul and deposit the material approximately 0.25 miles from the dredge site, and necessary sediment and erosion control measures as shown on the plans by GHD Inc. HBMWD will obtain all necessary permits.

Bids will be received by the District General Manager of HBMWD at the District Office, 828 Seventh Street, Eureka, CA until 3:00 p.m. Pacific Standard Time Tuesday, October 10, 2017 and then at said office publicly opened and read aloud.

The Contract Documents are available and may be examined at the following locations:

Humboldt Bay Municipal Water District Website; [www.hbmwd.com](http://www.hbmwd.com)  
Humboldt Builders Exchange, Eureka  
North Coast Builders Exchange, Santa Rosa  
Shasta Builders Exchange, Redding  
Valley Contractors Exchange, Chico

Questions concerning these documents should be directed to Pat Kaspari at GHD Inc. by email at [Pat.Kaspari@ghd.com](mailto:Pat.Kaspari@ghd.com).

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond in an amount of not less than ten (10) percent of the amount bid. Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price. In accordance with Public Contract Code Section 10263, the Contractor will be allowed to substitute securities for monies normally withheld by the owner to insure performance under this contract.

The general prevailing wage rates applicable to the work are set by the Director of the Department of Industrial Relations under Labor Code Section 1771.4. The Contractor will be required to comply with any changes in these wage rates as they are updated by the State government at no cost to the Owner. These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>

Sheri Woo  
President, HBMWD

September 20, 2017  
Date

**PART 1**  
**BIDDING REQUIREMENTS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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## INFORMATION FOR BIDDERS

Project: Sheriffs Cove Dredging

**Bid Information.** Bids will be received by Humboldt Bay Municipal Water District (herein called the "Owner"), at 828 Seventh Street, Eureka, CA 95501 until the time listed in the Advertisement for Bids; and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to Humboldt Bay Municipal Water District, 828 Seventh Street, Eureka, CA 95501. Each sealed envelope containing a Bid must be plainly marked on the outside as BID FOR: SHERIFFS COVE DREDGING and the envelope should bear on the outside the name of the Bidder, his address, his contractor's license number, and his DIR registration number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at Humboldt Bay Municipal Water District, 828 Seventh Street, Eureka, CA 95501.

Bids received after the specified opening time will not be considered. The Bidder is solely responsible for timely delivery of his bid.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or Bid Bond in an amount of not less than ten (10) percent of the amount bid. Successful bidders will be required to furnish both a Payment Bond and Performance Bond in the full amount of the Contract Price.

**Pre-Bid Meeting.** There will not be a pre-bid meeting; however, potential bidders are encouraged to visit and familiarize themselves with the site (Latitude 40°21'55.09" N, Longitude 123°25'38.85" W). A site overview can be arranged by contacting Pat Kaspari at GHD Inc. by telephone at (707) 443-8326.

**Form of Proposal.** All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or type written, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

**Local Conditions.** Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Plans and Specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

**Contract Bonds.** Each bid must be accompanied by a Bid Bond payable to the Owner, for ten (10) percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder(s) will be retained until the Payment Bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contract price, with a

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corporate surety approved by the Owner, will be required for the faithful performance of the Contract. In accordance with Public Contract Code Section 10263, the Contractor will be allowed to substitute securities for monies normally withheld by the owner to insure performance under this contract.

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

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond and required insurance certificates within fourteen (14) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within fourteen (14) days of receipt of an acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may submit a written notice to withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

**Notice to Proceed.** The Notice to Proceed shall be issued within fourteen (14) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the fourteen (14) days period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified Bid will not be accepted if it modifies the Plans or Specifications or method of Work. The intent is to award the entire job (all Schedules thereunder) to such Contractor or Contractors that will result in the lowest overall total cost to the Owner. Awards will be made to the lowest, responsive, responsible Bidder(s).

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

The Bidder shall supply the names and addresses of major material suppliers (greater than 10% of total contract amount) and/or fabricators with his bid.

**Bid Protests.** Any bid protest must be in writing and received by the Owner at GHD Inc., 718 Third Street, Eureka, California 95501 before 5:00 p.m. no later than two (2) working days following bid opening (the "Bid Protest Deadline") and must comply with the below requirements.

Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

The bid protest must contain a complete statement of the basis for the protest and all supporting

documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

The protested bidder may submit a written response to the protest, provided the response is received by Owner before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder. A copy of the response and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**Contract Documents.** The Contract Documents under which it is proposed to execute the Work consist of the Plans and all material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these Documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing at least six (6) working days prior to Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents, who shall submit, or indicate receipt of all addenda with their proposals. The Owner will not be responsible for any other explanation or interpretations of said Documents.

Questions regarding the Plans and Specifications shall be submitted in writing to Pat Kaspari at GHD Inc., 718 Third Street, Eureka, CA or by email at Pat.Kaspari@ghd.com. Replies to such inquiries will be in the form of addenda or clarification that will be mailed to all plan holders. Requests for clarification regarding various portions may be made by phone to Pat Kaspari, at GHD Inc., 707-443-8326.

The Contract Documents are assembled, arranged, and titled generally in conformance with the 16-division format suggested by the Construction Specifications Institute (CSI). Minor variations to the CSI format may be used herein to suit Owner requirements or to better adapt the Documents to particular types of projects.

Portions of these Contract Documents may contain standard preprinted material. The Bidder's attention is called to the Conditions of the Contract which may modify and add to the preprinted material contained herein. Sentences in the Contract Documents which are phrased in mandatory language, but which include no explicit reference to the party who has responsibility for performing the mandated duty, shall be interpreted as imposing responsibility for performance of the duty described on the Contractor. For example, a directive that "the site shall be kept clean" would impose the duty of keeping the site clean on the Contractor.

Where the Proposal for the Work is to be submitted on a unit price basis, unit prices will be accepted on

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all items of work set forth in the Proposal, except those designated to be paid for as a lump sum. The estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the Contractor will be made on the measurement of the Work actually performed by the Contractor as specified on the Contract Documents. The Owner reserves the right to increase or diminish the amount of any class of Work as may be deemed necessary.

When the Proposal for the Work is to be submitted on a lump sum basis, a single lump sum price shall be submitted in the appropriate place. The total amount to be paid the Contractor shall be the amount of the lump sum in the Proposal, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, the Contractor may be required to break down the lump sum Proposal into unit prices for the various portions to be completed.

All blank spaces in the Proposal form must be filled in, in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Any Bid Proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bid.

The Bidder shall sign his Proposal in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

State and local sales and use taxes, as required by the laws and statutes of the State and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Proposal shall include sales tax unless provision is made in the Proposal form to separately itemize the tax.

Any Bidder may modify his Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

Each Bidder must inform himself of the conditions relating to the execution of the Work, and it is assumed that he will inspect the site, subsurface conditions, weather, variations of soil moisture and workability with rainfall, and make himself thoroughly familiar with all the Contract Documents. The Bidder should check with local contractors regarding local site, surface, subsurface and material conditions and variability. Failure to do so will not relieve the successful Bidder of his obligation to enter into a contract and complete the contemplated Work in strict accordance with the Contract Documents. The Bidder's attention is called to the General Conditions of the Contract Documents in regards to the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions, and Notice requirements.

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, State and local laws, statutes, and ordinances relative to the execution of the Work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning

and non-burning requirements, permits, fees, and similar subjects.

**License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work.

**Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.

**Prevailing Wage.** This is a Public Works Project therefore the CA State prevailing wage rates will be required on this project. Humboldt Bay Municipal Water District requires that all contractors and subcontractors working on this project keep certified payroll records in accordance with Labor Code 1776 and submit copies to the District as well as the California Department of Industrial Relations (DIR).

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which work is to be done have been determined by the Director of the California DIR. These wages are available at the District's office and available from the California DIR web site at <http://www.dir.ca.gov/OPRL>. The federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at <http://wdol.gov>.

In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1. It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.

Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.

The Contractor shall comply with and shall cause his subcontractors to comply with all laws and regulations governing the contractor's and subcontractor's performance on this project including, but not limited to: anti-discrimination laws, workers' compensation laws, and prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws, as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), the Copeland "Anti-Kickback" Act (40 USC 276©; and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). The contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.

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**BIDDERS' CHECKLIST**

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Bid	B-9	_____
2. Bid Proposal	B-10	_____
3. Acknowledgement of Addenda	B-10	_____
4. Authority to Sign Bid Proposal (if applicable)	(Attached to Bid Bond)	_____
5. List of Subcontractors	B-12	_____
6. Bid Bond	B-13, 14	_____
7. Power of Attorney	(Attached to Bid Bond)	_____
8. Non-Collusion Declaration	B-15	_____
9. Workers Compensation Certification	B-16	_____

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**BID**

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder"), organized and existing under the laws of the State of California,  
doing business as \_\_\_\_\_\*.

To the Humboldt Bay Municipal Water District, a political subdivision of the State of California (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Sheriffs Cove Dredging in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, that his Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

\*Insert "a corporation," "a partnership," or "an individual" as applicable.

**BID PROPOSAL**

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following lump sum prices. The Lump Sum Bid shall be comprehensive and shall include all work associated with the project.

The following table has been provided for the Bidder's convenience to assist Bidder in quantifying the major components of the Work, and shall in no way be interpreted to be comprehensive.

<b>BASE BID</b>					
Item No.	Description	Unit	Qt.	Unit Cost	Total Cost
1.	Mobilization / Demobilization	L.S.	1		
2.	Erosion and Sediment Control	L.S.	1		
3.	Dredge Sediment	C.Y.	5,000		

Bid for Humboldt Bay Municipal Water District Sheriffs Cove Dredging for the construction of all the work, including all necessary labor, materials, equipment and sales tax and all other applicable taxes and fees:

TOTAL OF BASE BID (\$ \_\_\_\_\_)

TOTAL OF BASE BID IN WORDS \_\_\_\_\_

Receipt of the following Addendum is acknowledged:

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The representations made herein are made under penalty of perjury.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Expiration Date

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

\_\_\_\_\_  
DIR Registration Expiration Date

(SEAL - If Bid is by Corporation)

**SUBCONTRACTOR LIST**

The Bidder certifies that:

- A.    \_\_\_ I do not intend to subcontract any work on this project.
- B.    \_\_\_ I do intend to subcontract portions of the work on this project.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box, it will be deemed that he has checked box A.

If awarded the Contract, the Bidder proposes to employ the following subcontractors who will perform work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the total amount of Bidder's proposal. If no subcontract work is proposed, except within the one-half of one percent (0.5%) limit set forth, the Bidder shall so state.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto

Humboldt Bay Municipal Water District \_\_\_\_\_,

as Owner, in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

\_\_\_\_\_ Sheriffs Cove Dredging \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

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IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

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

\_\_\_\_\_

Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bidder shall provide current "Power of Attorney" for Attorney-in-fact who signs Bid Bond.

**NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(Public Contract Code 7106)

State of California  
County of \_\_\_\_\_  
City of \_\_\_\_\_  
The undersigned declares:

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

By \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_  
(date)

\_\_\_\_\_  
(Notary Public)

(SEAL)

**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: \_\_\_\_\_



**PART 2**  
**CONTRACT FORMS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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## CONTRACT AGREEMENT

THIS AGREEMENT, MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between the Humboldt Bay Municipal Water District, hereinafter called "Owner," and \_\_\_\_\_, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Sheriffs Cove Dredging.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within twenty one (21) calendar days after the date of the Notice to Proceed and will complete the same within the time provided in Section B-35 of the General Conditions, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the sum of \$ \_\_\_\_\_, or as shown in the Bid Schedule.
5. The Contract Documents consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, the Specifications, and the Plans, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
9. All Contractors and Subcontractors must furnish electronic certified payroll records directly to the California State Labor Commissioner (Division of Labor Standards Enforcement) via eCPR with the DIR.
10. Pursuant to Senate Bill 854, all contractors bidding on public works projects must register with the California State Department of Industrial Relations.
11. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5.
12. The Contractor shall comply with and shall cause his Subcontractors to comply with all laws and regulations governing the Contractor's and Subcontractors' performance on this project, including, but not limited to: anti-discrimination laws, workers' compensation laws, prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws. The Contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

Project, a schedule showing all the determined general prevailing wage rates.

13. The Contractor agrees to comply with Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720-1861 regarding public works projects and prevailing wage laws and Sections 16000-16800 of the CA Code of Regulations.
14. In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1.
15. It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.
16. Attention is directed to the provisions in sections 1777.5 and 1777.6 along with 230.1, of the CA Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it.
17. Each worker required to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
18. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
19. Contractors and any Subcontractors shall be assessed penalties for violating the following labor codes: CA Labor Code 1813 for overtime, 1775 for underpayment of the prevailing wage, and 1776 for inaccurate or incomplete payroll records.
20. In response to Labor Code section 1773.3, the PWC-100 form has been completed by the awarding agency and provided to the Department of Industrial Relations on \_\_\_\_\_, 20\_\_\_\_, (required within five days of the award). This form allows contractors and subcontractors to upload electronic certified payroll records to the Labor Commissioner (required for all projects awarded on or after April 1, 2015).
21. The general prevailing rates of per diem wages, applicable to this contract, are on file at principal office of Owner.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

\_\_\_\_\_  
Owner  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Contractor  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
Humboldt Bay Municipal Water District  
(Name of Owner)

\_\_\_\_\_  
828 Seventh Street, Eureka, CA 95501  
(Address of Owner)

hereinafter called Owner, in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of:  
Sheriffs Cove Dredging

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during one year (minimum) guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
Humboldt Bay Municipal Water District  
(Name of Owner)

\_\_\_\_\_  
828 Seventh Street, Eureka, CA 95501  
(Address of Owner)

hereinafter called Owner, in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 2017, a copy of which is hereto attached and made a part hereof for the construction of:

Sheriffs Cove Dredging

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums of said work, and for all wages and fringe benefits of labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Sheriffs Cove Dredging

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_ and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within twenty-one (21) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within twenty-one (21) days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner: Humboldt Bay Municipal Water District

By: \_\_\_\_\_ Title: General Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_  
(Name of Contractor)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Sheriffs Cove Dredging

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE OF PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner: Humboldt Bay Municipal Water District \_\_\_\_\_

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



**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Name of Contractor)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

**PART 3**  
**GENERAL CONDITIONS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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**GENERAL CONDITIONS  
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## SECTION A DEFINITIONS AND TERMS

### A-1 General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

### A-2 Abbreviations

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHO	American Association of State Highway Officials
ABMA	American Boiler Manufacturer's Association
ACI	The American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standards Committee
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcement Steel Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratory
FS	Federal Specification
HBMWD	Humboldt Bay Municipal Water District
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Buildings Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollution Discharge Elimination System

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

"Bureau" - United States Bureau of Reclamation

"State" - State of California

"State Standard Specifications" - Standard Specifications issued by the State of California Business and Transportation Agency, Department of Transportation, dated 2010, and as amended, unless a specific edition is referenced.

**A-3 Definitions**

- a) Acceptance - The formal written acceptance by the DISTRICT of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.
- b) Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.
- c) As Approved - The words "as approved" unless otherwise qualified, shall be understood to be followed by the words "by the Engineer."
- d) Bid - The offer of the Bidder for the Work when made out and submitted on the prescribed bid form, properly signed and guaranteed. A Bid is also known as a Proposal.
- e) Bid Bond - The cash, cashier's check, certified check, or bidder's bond accompanying the Bid submitted by the bidder, as a guarantee that the Bidder will enter into a Contract with the DISTRICT for the performance of work herein described.
- f) Bidder - Any individual, firm, partnership or corporation submitting a bid for the work contemplated, and acting directly or through a duly authorized representative.
- g) Board of Directors or Board – The Board of Directors of the Humboldt Bay Municipal Water District
- h) Change Orders - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents or authorizing adjustment in the Contract price or Contract time.
- i) Claim - A separate demand by the Contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the DISTRICT.
- j) Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated



which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract and include Addenda and Contract Change Orders.

- k) Contract Documents - The Contract Documents are any or all of the documents listed in Article I of the Contract.
- l) Contract Price - Total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- m) Contract Time - The numbers of days stated in the Contract Documents for the completion of the Work.
- n) Contractor - The person or persons, firm, partnership or corporation or other entity who has entered into the Contract with the DISTRICT to perform the Work.
- o) Contract Drawings - "Contract Drawings" or "drawings" means and includes:
  - (i) all drawings which have been prepared on behalf of the DISTRICT and which are included in the Contract Documents and all modifying drawings issued by addenda thereto;
  - (ii) all drawings submitted pursuant to the terms of the Contract by the Contractor with his proposal and by the Contractor to the DISTRICT during the progress of the Work when accepted by the Engineer. Except where a specific type of drawing is indicated, the terms "Drawings" and "Plans" are used interchangeably throughout the Contract Documents and the Plans are Drawings as defined above.
- p) County - County of Humboldt, California.
- q) Date of Execution of the Contract - The date on which the Contract is signed by the DISTRICT's authorized representative.
- r) Datum - The figures given in the Specifications or upon the Drawings after the word "Elevation" or an abbreviation of it shall mean NVGDS datum.
- s) Days - Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.
- t) District - The HUMBOLDT BAY MUNICIPAL WATER DISTRICT, may also be referred to as the DISTRICT or OWNER.
- u) Engineer - Wherever in these documents the word "Engineer" appears, it shall be understood to mean GHD Inc. The Engineer will have final authority as regards to contract administration, field inspection, and related items.
- v) Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of Contract Time, issued by the Engineer to the Contractor during construction.
- w) His - "His/he" shall include "hers/she", "theirs/they", and "its/it".
- x) Install - "Install" wherever and in whatever manner used shall mean the installation, complete in place of an item.
- y) Notice of Award - The written notice of the acceptance of the Bid from the DISTRICT to the successful Bidder.
- z) Notice to Proceed - Written communication issued by the DISTRICT to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

**Humboldt Bay Municipal Water District**  
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- aa) Or Equal - The terms "or equal" or "approved equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality and general configuration. Determination of equality in reference to the project design requirement will be made by the Engineer.
- bb) District Project Representative – The authorized representative of the DISTRICT who is assigned to the project site or any part of thereof.
- cc) Plans or Specification Drawings - The term "Plans or Specification Drawings" refers to the official Plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
- dd) Project - The undertaking performed as provided by the Contract Documents.
- ee) Provide - "Provide" wherever and in whatever manner used shall be understood to mean furnish and install.
- ff) Resident Project Representative - Authorized representative of the Engineer who is assigned to the Project or any part thereof.
- gg) Service of Notice - Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative thereof. Any such notice shall not be effective for any purpose whatsoever unless service in the following manner:
- (i) If the notice is given to the DISTRICT by personal delivery thereof, the DISTRICT'S Project Representative or by depositing the notice in the U.S. mail, enclosed in a sealed envelope addressed to HUMBOLDT BAY MUNICIPAL WATER DISTRICT, P.O. Box 95 (828 Seventh Street), Eureka, CA 95502, postage prepaid, by certified mail return receipt requested.
  - (ii) If the notice is given to the Contractor, by personal delivery to the Contractor or its duly authorized representative at the project site or by depositing in the U.S. mail, enclosed in a sealed envelope address to the Contractor on the Contract Form, postage prepaid, by certified mail, return receipt request.
  - (iii) If the notice is given to the Surety or any other person, by personal delivery to such Surety or other person or by depositing in the U.S. mail, enclosed in a sealed envelope, addressed to the surety or other person at the address of such Surety or other person last communicated to the party giving the notice, postage prepaid, by certified mail return receipt requested.
- hh) Shall or Will - "Shall," or "Will," whenever used to stipulate anything, means shall or will be done or be performed by either the Contractor or the DISTRICT and means that the Contractor or the DISTRICT has thereby entered into a covenant with the other party to do or perform the same.
- ii) Shop Drawing - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- jj) Shown - "Shown," "indicated," "detailed," and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated or detailed on the Drawings or Plans.
- kk) Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including the

General Conditions and Supplemental General Conditions.

ll) Specified - "Specified," "described," or "noted," wherever and in whatever manner used, means as specified, described or noted in the Contract Documents.

mm) Subcontractors - The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans or Specifications of this Work, .

nn) Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

The Engineer may, at its sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the DISTRICT will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the Work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents.

oo) Sufficient - "Sufficient," "necessary," or "proper," "acceptable," "satisfactory," "desirable," and words of like import, wherever and in whatever manner used, with or without reference to the Engineer, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the Engineer.

pp) Supplementary Conditions - Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the Agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State laws.

References to "Supplemental General Conditions" in the General Conditions and elsewhere in the Contract Documents shall be construed to read "Supplementary Conditions."

qq) Supplier - Any person or organization who supplies materials or equipment for the Work, but who does not perform labor at the site.

rr) Time Limits - All time limits stated in the Contract Documents are of the essence of the Contract.

ss) Work - All the work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.

tt) Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last business address known to it who gives the notice.

uu) Whenever in the Specifications or upon the Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

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## **SECTION B GENERAL CONDITIONS**

### ARTICLE I. SCOPE OF WORK

#### **B-1 Intent of Contract Documents**

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner, ready for use occupancy or operation by the DISTRICT.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all.

Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the Work and the Drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The DISTRICT-Contractor Contract; the Bid; any Supplementary or Special Conditions; Instructions to Bidders; the General Conditions; the Specifications; the Drawings. Technical Specifications take priority over general Specifications and detail Drawings take precedence over general Drawings. As between schedules and information given on Drawings, the Schedules shall govern. As between figures given on Drawings and the scales measurements, the figures shall govern. As between large-scale Drawings and small-scale Drawings, the larger scale shall govern. Any conflict or inconsistency between or in the Drawings shall be submitted to the Engineer through the DISTRICT'S Project Representative or Resident Project Representative in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's own risk.

#### **B-2 Contractor's Understanding**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

Contractor shall comply with all Federal, State, and Local laws and regulations applicable to this scope of work and said project, as well as all permits and environmental conditions established for this project (see section B-13). Contractor is responsible for obtaining all necessary permits for construction except for those permits already obtained by the DISTRICT prior to construction. If a Contractor materially fails to comply with any term of this award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the DISTRICT may take one or more of the actions outlined in 44 CFR Section 13.43, including termination of the project. Project awards may be terminated for convenience through the procedures outlined in 44 CFR Section 13.44.

### **B-3 Changes in the Work**

The DISTRICT may, at any time, by written order make changes in the Work including but not limited to: (a) changes in the Specifications or Drawings; (b) changes in the sequence, method or manner of performance of the Work; (c) changes in the owner-furnished facilities, equipment, materials, services or site; or (d) changes directing acceleration of the Work. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract an equitable adjustment will be made and the Contract modified in writing accordingly.

Such modification will be in the form of a Contract Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the Work.

The compensation to be paid for any extra work or change shall be determined in one or more of the following ways or at DISTRICT's sole election:

- a) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);
- b) By estimate and acceptance of an agreed upon lump sum; or
- c) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the Work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover the cost of general overhead, general superintendence, other expenses and profit. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent (15%). Contractor's markup on Subcontractor's work shall not exceed five percent (5%).

The Contractor shall keep full and complete records of the actual cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

The Engineer also may at any time by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any change in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles it to a change in the Contract Price or Time, or both in which event the Contractor shall give the Engineer written notice thereof within seven (7) calendar days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the DISTRICT.

If the Contractor is delayed in completing by reason of any change made pursuant to this section, the time for completion of the Work shall be extended by change order for a period agreed to, commensurate with such delay. The Contractor shall not be subjected to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.

### **B-4 Procedures and Allowable Costs on Changes**

- a) All changes which affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.
- b) If the change in or addition to the Work will result in an increase in the contract sum, the DISTRICT shall have the right to require the performance thereof in any of the following ways, at DISTRICT's

sole election:

- (i) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);
- (ii) By estimate and acceptance of an agreed upon lump sum; or
- (iii) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover the cost of general overhead, general superintendence, other expenses and profit. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent (15%). Contractor's markup on Subcontractor's work shall not exceed five percent (5%).

- c) If the DISTRICT elects to have the Change in the Work performed on a lump sum basis, such election shall be based on a lump sum proposal which shall be submitted by the Contractor within ten (10) calendar days of the DISTRICT's request therefor. Request for a lump sum proposal shall not be deemed an election to have the Work performed on a lump sum basis. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime labor, if overtime is anticipated, social security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (such overhead and profit to include all supervision except foremen.)

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (such overhead and profit to include all supervision except foremen.)

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractors' reasonably anticipated rental costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to five percent (5%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Document, the DISTRICT may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event and appropriate deduction will be made in lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum proposal may include up to five percent (5%) of the amount which the Contractor

will pay to any of its Subcontractors for the Change in the Work as a commission to the Contractor.

- d) In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Engineer shall determine the reasonable costs and time to perform the Work in question, which determination when approved by DISTRICT shall be final and binding upon the Contractor.
- e) In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and DISTRICT do not elect to have the change in the Work performed on a time and material basis, the Engineer and DISTRICT shall make a determination of the reasonable cost and time to perform the Change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. A Change Order shall be issued for the amount of costs and time determined by the Engineer and the DISTRICT and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the DISTRICT within thirty (30) calendar days of the issuance of the Change Order. The DISTRICT has the right to direct the Contractor in writing to perform the Change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of the performing the Change in the Work and/or any pending protest shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- f) If the DISTRICT elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual costs to the entity or entities performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change (except that this fifteen percent (15%) shall not be applied against any payroll costs, defined herein with respect to lump sum proposals). If the entity or entities actually performing the work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder. The Contractor shall submit to the DISTRICT daily work and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the DISTRICT may require. The DISTRICT may require authentication of all time and material tickets and invoices by persons designated by the DISTRICT for such purpose. The failure of the Contractor to secure any required authentication shall, if the DISTRICT elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the DISTRICT shall not constitute an acknowledgment by the DISTRICT that the items thereon were reasonably required for the Change in the Work.
- g) No overhead and profit will be paid by the DISTRICT on account of a Change in the Work except as specifically provided in this Section B-4. Overhead and Profit, as allowed under this paragraph, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of the Change in the Work and which are not otherwise specifically recoverable by them pursuant to this paragraph.
- h) The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays,



interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

The Contractor agrees that it shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates.

The DISTRICT reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

#### B-5 Unilateral Change in or Addition to the Work

Notwithstanding the above, the DISTRICT, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section B-4.

#### B-6 Differing Site Conditions

The Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT in writing of any:

- a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25118 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- b) Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- c) Unknown conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause any decrease or increase in the Contractor's cost or time of performance, it will issue a Change Order as appropriate. Any increase or decrease in the cost of the Work or the time for performance shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. The procedures applicable to claims per extra costs shall then apply.

In accordance with 36 CFR Part 800, in the event a potential historic property or cultural resource is discovered during construction activities, the Contractor must cease work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovered property/resource. Construction activities in the area of the discovery shall not resume until the DISTRICT concludes consultation with the State Historic Preservation Officer (SHPO) for treatment of the discovery.

#### B-7 Claims for Extra Costs

- a) The Plans for Work show the conditions as they are supposed or believed by the Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the DISTRICT or its officers that such conditions are universally existent nor shall the DISTRICT or any of its officers or representatives be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and alternate

conditions revealed during the progress of the Work, or otherwise.

- b) The DISTRICT assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefor is assumed by the DISTRICT.
- c) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer or the DISTRICT, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due written notice of potential claims as hereinafter specified.
- d) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Except as provided in Section B-6, the notice as above required shall be given to the Engineer at least 48 hours prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation. If such notice is not given, the Contractor shall be barred from making any such claim for extra compensation.
- e) The Contractor may submit a claim to the Engineer concerning any matter for which a protest under Section B-3 or a notice of potential claim is filed within sixty (60) calendar days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the work, it is impracticable to determine the amount or the extent of the claim within such period, in which case a claim may be submitted at the earliest time thereafter that such determination can be made, but in no event later than the final release by the Contractor provided for in Section B-72. The claims shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required.
- f) The Engineer will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of the Engineer shall be final unless the Contractor shall within ten (10) calendar days after receipt of the Engineer's decision, file with the Engineer a written protest, stating clearly and in detail the basis thereof. Such protest will be forwarded promptly by the Engineer to the DISTRICT, which will issue a decision upon each such protest, and the DISTRICT's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of the Engineer. It is hereby agreed that the Contractor's failure to protest the Engineer's determination or instructions, within ten (10) calendar days from and after the Engineer's determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.
- g) It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.
- h) In the event of an emergency endangering life or property, the Contractor shall act as stated in Section B-63 herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section B-3 herein.

**B-8 Disputes**

Except as otherwise specifically provided in the Contract Documents, the Engineer will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the Engineer as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the Engineer's decision, the Contractor may, within fifteen (15) calendar days from the date of the Engineer's decision, follow the procedures set forth in Section B-56. If the Contractor fails to follow the procedures set forth in Section B-56 within the fifteen (15) calendar day period, then the Engineer's decision shall be final, conclusive and binding on the Contractor.

**B-9 Guarantee**

- a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the Engineer and the DISTRICT, any and all materials which may be defective or improperly installed.
- b) The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- c) In the event of failure to comply with the above stated conditions within a reasonable time, the DISTRICT is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.
- d) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect through the one-year maintenance warranty period specified in the Faithful Performance Bond.

ARTICLE II. CONTROL OF WORK

**B-10** Authority of the Engineer

- a) The Engineer is the representative of the DISTRICT and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work and its decisions on these matters shall be final and conclusive. The Engineer has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and the Contractor shall comply with such order.

- b) Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.
- c) The Engineer shall have the authority to make minor changes in the Work, not involving extra costs, and not inconsistent with the purposes of the Work.
- d) Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.
- e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.
- f) The Engineer shall not be responsible for the construction means, controls techniques, sequences procedures or construction safety.
- g) It is expressly agreed and understood that GHD Inc. will have no liability whatsoever resulting from the obligations entered into under the Contract except as provided in any scope of work agreement between GHD Inc. and the DISTRICT; that the DISTRICT must look solely to the Contractor for the furnishing of the Work; that the Contractor must look solely to the DISTRICT for payment; and that the DISTRICT and the Contractor must look solely to each other for the enforcement of any claims or liabilities arising under or by reason of the Contract.

**B-11** Drawings

- a) Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor additional copies of the Contract Documents and full-size plans. Additional copies may be obtained by paying the actual cost of reproduction. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such drawings unless the Engineer shall have failed to deliver the same within fourteen (14) calendar days after receipt of written demand therefor from the Contractor. The Contractor shall keep one copy of said drawings, in good order, available to the Engineer and its representatives, and convenient to the working site. The Contractor shall maintain on the job site and make available to the Engineer on request, one current full-sized marked-up set of design drawings which accurately indicate all variations in the completed work that differ from the design information shown on the Plans. If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer in writing, and the Engineer will promptly verify the same. Any work done after such discovery, until

authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Engineer, on request, at the completion of the Work. All models are the property of the DISTRICT. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the Contract Documents.

The additional drawings and instructions thus supplied, will become part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

- b) The Drawings shall be supplemented by such shop drawings prepared by the Contractor as are necessary to adequately control the Work. No changes shall be made by the Contractor in any shop drawings after they have been reviewed by the Engineer.
- c) Shop Drawings for any structure shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, and erection plans, which shall be reviewed and accepted by the Engineer before any such work is performed.
- d) Contractor agrees that shop drawings processed by the Engineer are not Contract Change Orders; that the purpose of shop drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that it demonstrates its understanding by indicating which equipment and material it intends to furnish and by detailing the fabrication methods it intends to use.
- e) It is expressly understood, however, that favorable review of the Contractor's shop drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its shop drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Specifications are discovered either prior to or after shop drawings are processed by the Engineer, the Specifications shall control and shall be followed.
- f) Unless otherwise stated, the Engineer shall have thirty (30) calendar days from the date of receipt of shop drawings for review.
- g) Full compensation for furnishing all shop drawings shall be considered as included in the prices paid for the Contract items of Work to which such drawings relate and no additional compensation will be allowed therefor. Any cost related to the Engineer's review of any particular set of shop drawings more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the DISTRICT reserves the right to withhold such costs from payments due the Contractor.
- h) When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- i) That Portion of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- j) Acceptance by the Engineer of any drawing, method of work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or DISTRICT, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of

any plan or method or work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

**B-12 Construction Staking and Surveys**

The Contractor shall furnish land surveys deemed necessary for locating the principal component parts of the Work.

**B-13 Permits and Regulations**

Permits, licenses, and easements of a temporary or permanent nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except as noted in Section B-32, and herein.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as shown on the Plans and described in the Specifications. It shall promptly notify the Engineer in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for Changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, it shall bear all costs arising therefrom.

**B-14 Conformity with Contract Documents and Allowable Deviations**

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Specifications and Plans, and its decision as to any allowable deviations therefrom shall be final and conclusive.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered as described in Section B-28. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

**B-15 Coordination and Interpretation of Contract Documents**

- a) The Contract Documents are complementary and a requirement occurring in one is as binding as though occurring in all.
- b) In the event of conflict between the Plans and the Technical Specifications, the Technical Specifications shall govern, except that, where items are shown on the Plans and are not specifically included in the Technical Specifications, the Plans shall govern.
- c) Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and

Plans, reference shall be made to the Engineer, whose decision thereon shall be final and conclusive.

- d) In the event of any discrepancy between any plans and the figures written thereon, the figures shall be taken as correct. Detailed drawings shall prevail over general drawings.
- e) Any reference made in these Specifications or on the plans to any Specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the Work is advertised for Bids.

#### B-16 Subcontracts

- a) The attention of the Contractor is directed to the provisions of Public Contract Code sections 4100-4113, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.
- b) Each Subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No Subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall be fully responsible to the DISTRICT for the acts or omissions of its Subcontractors and of the persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the DISTRICT. If a legal action, including arbitration and litigation, against the DISTRICT is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the DISTRICT for the amount of legal, engineering and all other expenses incurred by the DISTRICT in defending itself in said action.
- c) The DISTRICT and the Engineer reserve the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with its proposal will be deemed to be acceptable.

#### B-17 Cooperation of Contractors

- a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- b) When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the Work within the time specified for completion.

#### B-18 Superintendence

- a) The Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended,

arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

- b) The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.
- c) Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.
- d) Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

**B-19 Inspection of Work**

- a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Engineer shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and it shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and observations made by the Engineer shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.
- b) Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Engineer and other agents of the DISTRICT, and agents of the Federal, State, or Local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.
- c) One or more inspectors may be assigned to observe the Work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.
- d) The Engineer and its representatives and the DISTRICT and its Representative shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the DISTRICT, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.
- e) Work performed without inspection may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of DISTRICT-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the DISTRICT will pay the cost of re-examination and replacement. If such work is found to be not



in accordance with the Contract Documents, the Contractor shall pay such cost unless it can show that the defect in the work was caused by another Contractor, and in that event the DISTRICT will pay such costs.

- f) The inspection of the Work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after direction by the Engineer in writing, the DISTRICT may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.
- g) The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- h) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.
- i) The Engineer may inspect production of the material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The DISTRICT assumes no obligation to inspect materials at the source of supply.
- j) Forty-eight (48) hours prior to work being accomplished, the Contractor will notify the Engineer of the proposed working hours to accomplish the work for that day. Overtime and shift work may be established as a regular procedure by the Contract and with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays, or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for the overtime inspection, including those occurring as a result of overtime and shift work established as a regular procedure, shall be paid for by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 6 p.m and 7 a.m. Such costs will include, but will not necessarily be limited to, engineering, inspection, general supervision and other expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the DISTRICT from payment due the Contractor.

- k) A prefinal inspection of the Work will be made by the DISTRICT and the Engineer. This inspection shall be made as soon as practical after Contractor has notified the DISTRICT in writing that the Work is ready for this inspection. The prefinal inspection shall be made prior to acceptance of any portion of the Work as being substantially complete and prior to filing the Notice of Completion.

A final inspection of all the Work will be made by the DISTRICT, Engineer, and Contractor.

**B-20 Tests**

The DISTRICT shall perform or witness all tests specified or required by the Technical Specifications. The responsibility for payment for these tests is also outlined in the Technical Specifications. The Engineer will perform such tests as it deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the work. The Contractor shall not be required to reimburse the DISTRICT for tests performed by the DISTRICT or Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

**B-21 Removal of Rejected and Unauthorized Work and Materials**

- a) All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.
- b) Any work done beyond the lines and grades shown on the plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- c) Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the DISTRICT may cause rejected or unauthorized work to be remedied, removed or replaced, and may deduct the costs therefor from any monies due or to become due the Contractor.
- d) If following the installation of any equipment furnished hereunder, defects requiring correction by the Contractor are found, the DISTRICT shall have the right to operate such unsatisfactory equipment and make reasonable use thereof until the equipment can be shut down for correction of defects without injury to the DISTRICT.

**B-22 Deductions for Uncorrected Work**

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor, and such sum may be withheld by DISTRICT from Contractor's payment.

**B-23 Equipment and Plants**

- a) If equipment is acquired by the contractor under this project and paid for by the DISTRICT, the use and disposition of the equipment shall be in compliance with 44 CFR Section 13.32.
- b) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.
- c) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.
- d) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants.
- e) The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of

compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

- f) In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the DISTRICT, shall promptly remove any part or all of its equipment and supplies from the property of the DISTRICT. If the Contractor fails to do so, the DISTRICT shall have the right to remove such equipment and supplies at the expense of the Contractor.

#### B-24 Character of Worker

The Contractor shall employ only competent Subcontractors or skillful workers to do the work. If any Subcontractor, or person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the DISTRICT or its agents or shall appear to the DISTRICT or its agents to be incompetent or to act in a disorderly or improper manner, it shall be removed from the project Work immediately on the requisition of the DISTRICT or its agents, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against the DISTRICT, or any of its officers or agents.

#### B-25 Separate Contracts

The DISTRICT reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the other contractor's work.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

The DISTRICT may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the DISTRICT, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

If the performance of additional Work by other contractors or the DISTRICT is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the DISTRICT or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Section B-7 of this Contract.

#### B-26 Materials, Services and Facilities

- a) Unless otherwise specifically stated in the Contract Documents, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature on all of the facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the Work in accordance with the Contract Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.

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- b) Where materials are to be furnished by the DISTRICT, the type, size, quantity and location at which they are available will be stated in the Contract Documents.
- c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract.
- d) Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- e) Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- f) Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- g) The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial safety authorities and applicable local and national codes. Further, any features of the Work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Prior to performing Work specified herein, the Contractor shall request an inspection by a State Industrial Safety representative for the purpose of determining that the facilities provided are in compliance with the State and Federal safety requirements. Any facilities which are deemed necessary by official response following the above safety inspection shall be added or corrected as required as a part of the Contract Work. However, no payment will be made to the Contractor for such changes or additions to equipment furnished under this Contract since it is a requirement of these Specifications that such equipment be manufactured or fabricated in such a manner as to be in conformance with all Federal, State, and local safety requirements. The Contractor shall notify all manufacturers, equipment suppliers, and Subcontractors of the provisions of this article.
- h) In approving equipment for installation in the project, the DISTRICT and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.
- i) All materials incorporated into the job shall be new, especially purchased for the project unless otherwise specified or agreed in writing. Unless otherwise noted, any equipment offered shall be current modifications which have been in successful regular operation under comparable conditions for a period sufficient to determine the reliability of the product. This time requirement, however, does not apply to minor details nor to thoroughly demonstrated improvements in design or in materials of construction.
- j) Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

**B-27 Storage of Materials**

Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate

prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Engineer.

All equipment and materials which are not to be painted (such as aluminum and stainless steel) and all factory finished or coated equipment and materials which are not to be painted, that are installed prior to completion of adjacent work, shall be completely covered and protected.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

#### B-28 Trade Names and Alternatives

For convenience in designation in the Specifications and Plans, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- a) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and its decision shall be final.
- b) Whenever the Specifications and Plans permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material or article will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request by the Contractor must be made within thirty-five (35) calendar days after award of Contract.

#### B-29 Certificate of Compliance

- a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.
- b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- c) The DISTRICT reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d) The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

#### B-30 Assignment

The Contractor shall not assign the Contract or sublet it as a whole or in part without the prior written consent of the DISTRICT, nor shall the Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of the DISTRICT.

**B-31 Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities**

- a) The DISTRICT may, at any time, and from time to time, during the performance of the Work, enter the work site for the purpose of installing any necessary work by the DISTRICT labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the DISTRICT shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the DISTRICT.
- b) If, prior to completion and final acceptance of all the Work, the DISTRICT takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the DISTRICT is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the DISTRICT's shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.
- c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the DISTRICT shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the DISTRICT.

**B-32 Lands for Work, Right-of-Way Construction Roads**

- a) The DISTRICT will provide the lands, easements, rights-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the Work. Other permits and licenses are addressed by sections B-13 and B-50. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the DISTRICT. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.
- b) Lands, easements or rights-of-way to be furnished by the DISTRICT for construction operations will be specifically shown on the Plans.
- c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

**B-33 District's Right to Audit and Preservation of Records**

- a) The DISTRICT is responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 44 CFR Section 13.26. The Contractor shall facilitate the completion of such an audit as it relates to the Contractor's work on this project.
- b) The Contractor shall maintain books, records and accounts of all costs in accordance with generally

accepted accounting principles and practices. The DISTRICT, the Comptroller General of the United States, and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:

- (i) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;
  - (ii) In the event of a disagreement between the Contractor and the DISTRICT over the amount due the Contractor under the terms of the Contract;
  - (iii) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract; and/or
  - (iv) If it becomes necessary to determine the DISTRICT's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the DISTRICT;
  - (v) To determine any difference in cost occasioned by a permissible substitution;
  - (vi) To make audits, examinations, excerpts, and transcriptions pertinent to the loan financing on this project.
  - (vii) For any other reason in the DISTRICT's sole judgment.
- c) If any of the conditions stated in paragraph B-33(b) are satisfied, Contractor shall provide the DISTRICT (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records under the conditions stated above. The DISTRICT's audit rights shall be liberally construed in the DISTRICT's favor.
- d) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the DISTRICT for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the DISTRICT), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.
- e) The DISTRICT will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the DISTRICT's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the DISTRICT and are part of the DISTRICT's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the DISTRICT that it accepts as correct the billings, invoices or other charges on which the payments are based. If the DISTRICT's audit produces a claim against the Contractor, the DISTRICT may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.
- f) If any audit by the DISTRICT or its representative discloses an underpayment by the DISTRICT pursuant to the terms of the Contract Documents, the DISTRICT shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the DISTRICT for the amount of the overpayment. The DISTRICT's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the DISTRICT's audit or upon the termination of audit rights under paragraph B-33, whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

The DISTRICT's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the Work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the DISTRICT's rights hereunder, Contractor shall be liable to the DISTRICT for all costs, expenses and

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attorney's fees which the DISTRICT may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise have been available to the DISTRICT from said persons under this clause. Such audit may be conducted by the DISTRICT or its authorized representative.



ARTICLE III. PROGRESS AND COMPLETION OF WORK

**B-34** Progress Schedule

The Contractor shall submit to the DISTRICT such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the Contract Documents for the Work to be performed.

Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which it proposes to carry on the Work, including dates at which it will start the various parts of the WORK, estimated date of completion of each part and as applicable:

- a) The dates at which special detail drawings will be required; and
- b) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- c) The Contractor shall also submit a schedule of payments that it anticipates it will earn during the course of the Work.

The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Engineer. The Contractor shall also forward to the Engineer, with the request for progress payment each month, a summary report of the progress of the various parts of the Work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any. If the Work is behind the submitted schedule, the Contractor shall submit in writing a plan acceptable to the DISTRICT and Engineer for bringing the Work up to schedule.

**B-35** Commencement and Progress of the Work and Time of Completion

Prior to the start of construction, the DISTRICT will conduct a preconstruction conference. At the conference, the DISTRICT will review the planned development with the Engineer, Contractor, and other interested parties. Items to be reviewed include materials, equipment, rights-of-way, schedules and all arrangements for prosecuting the Work.

The Contractor shall begin work within **ten (10) calendar days** after receiving a Notice to Proceed and shall diligently prosecute the work to completion within **thirty (30) calendar days**. Engineer shall have the right to specify the locations where Contractor shall start and proceed with the Work.

**B-36** Suspension of Work

- a) The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, its Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.
- b) The DISTRICT may at any time suspend any part or all of the Work upon ten (10) calendar days written notice to the Contractor, who shall thereupon discontinue all Work suspended except for all operations to prevent loss or damage to Work already executed as may be directed by the Engineer. In the event a part of the Work is suspended, the Contractor, if the suspension is not through its fault or the fault of its Subcontractors or agents, shall be paid on the same basis as Extra Work for costs of work performed in accordance with such orders of the Engineer during such suspension, provided that this shall not include any cost pertaining to Work not suspended by said notice. Work shall be resumed by the Contractor after such suspension on written notice from the DISTRICT. In the event of suspension of the entire Work by the DISTRICT, the Contractor, if the suspension is not through fault of the Contractor or the fault of its Subcontractors or agents, shall be paid the sum of \$500.00 for each calendar day during which the entire Work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from

such suspension. Work shall be resumed by the Contractor after such suspension on written notice from the DISTRICT.

- c) In the event of any suspension of the Work in whole or in part under subsection (b) above, the Contractor shall be entitled to an extension of time wherein to complete the Work to the extent of the delay caused the Contractor thereby.
- d) In the event the entire Work shall be suspended by order of the DISTRICT, as hereinabove provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor, and notice to resume the Work shall not have been served on the Contractor as hereinabove provided, Contractor may, at its option, by written notice to the DISTRICT, terminate the Contract in the same manner as if the termination had been initiated by the DISTRICT, and the DISTRICT shall have no claim for damages because of such termination of the Contract.
- e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the DISTRICT or under an order of Court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) calendar days after it is submitted, or the DISTRICT fails to pay the Contractor substantially the sum approved by the Engineer or any final award by arbitration or litigation within thirty (30) calendar days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the DISTRICT and the Engineer, terminate the Contract and recover from the DISTRICT payment for all Work executed and all expenses sustained.

In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the DISTRICT has failed to make any payment as aforesaid, the Contractor may upon ten (10) calendar days written notice to the DISTRICT and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the DISTRICT or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the DISTRICT or Engineer.

If the Contractor intends to file a claim for additional compensation for a delay caused by the DISTRICT or Engineer at a particular time, he shall file a Notice of Claim with the DISTRICT within seven (7) calendar days of the beginning of the occurrence. The Notice of Claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the Claim, but need not state the amount. No Claim for additional compensation will be considered unless a Notice of Claim has been filed with the DISTRICT within the time and in the manner stated above. Contractor's failure to file a claim shall constitute a waiver.

#### **B-37 Termination For Default - Damages For Delay - Timely Extension**

- a) The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work or any part thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the DISTRICT may, after giving ten (10) calendar days written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been delay.
- b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting

damage if:

- (i) The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to Acts of God, acts of the public enemy, acts of the DISTRICT, acts of another contractor in the performance of a Contract with the DISTRICT, fires, floods, excluding site flooding due to groundwater, epidemics, quarantine restrictions, unusually severe weather, as determined by the Engineer; and
  - (ii) The Contractor shall, within 48 hours of the start of the occurrence, give notice to the DISTRICT of the cause of the potential delay and an estimate of the possible time extension involved. The Contractor, within seven (7) calendar days from the beginning of any such delay (unless the Engineer grants further period of time before the date of final payment under the Contract), notifies the Engineer in writing of the causes of delay and requests an extension of time.
  - (iii) The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties.
- c) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the DISTRICT for additional compensation or damages unless caused by the DISTRICT or another contractor employed by the DISTRICT.
- d) If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor on account of its insolvency and not be discharged within ten (10) calendar days after its appointment, or if the Contractor should fail to make prompt payments to Subcontractors or suppliers, or should it persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise commit a substantial violation of any provisions of the Contract, the DISTRICT may, after giving ten (10) calendar days written notice to the Contractor, terminate the Contract and the Contractor's right to proceed with the Work.
- e) No extension of time will be considered for time lost due to weather conditions normal to the area. Unusual weather conditions, if determined by the Engineer to be of a severity that could not be predicted, may be considered as cause for an extension of Contract completion time.
- f) Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting delivery, and installation of all equipment and materials.
- g) The rights and remedies of the DISTRICT provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.
- h) In addition to the DISTRICT's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the DISTRICT that reasons beyond the control of the parties hereto render it impossible or against the interests of the DISTRICT to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the DISTRICT may, upon ten (10) calendar days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other claim except for the Work actually performed up to the time of discontinuance, including any extra work ordered by the Engineer to be done, nor for any claim for liquidated damages in accordance with the provisions of Section B-39.

**B-38** Rights of DISTRICT Upon Termination

- a) In the event the right of the Contractor to proceed with the Work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) calendar days' notice to cure such fault and has not done so, the DISTRICT may take over the Work and prosecute the same to completion by contract or any other method the DISTRICT deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefor. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, sustained or incurred by the DISTRICT in enforcing the provisions of Section B-37 and in completing or causing to complete the Contract Work.
- b) Upon termination the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the DISTRICT, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the DISTRICT on account of termination of the Contract and subsequent completion of the Work by the DISTRICT by whatever method the DISTRICT may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the DISTRICT for the full amount of such excess expense.
- c) The rights and remedies of the DISTRICT provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

**B-39** Failure to Complete the Work in the Time Agreed Upon - Liquidated Damages

- a) Liquidated Damages - It is agreed by the parties to the Contract that time is of the essence; and that in case all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the DISTRICT; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the DISTRICT as damages the amount of \$500.00 per day for each and every day's delay in finishing the Work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The DISTRICT shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- b) In addition, the DISTRICT shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the DISTRICT of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- c) Exclusions - Notwithstanding the provisions of subsection (a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the DISTRICT or the owner of the utility under Government Code Section 4215.

**B-40** Clean-up

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before the final estimate is submitted, the Contractor shall at its own cost and expense

remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction, and in the event of its failure to do so, the same may be removed by the DISTRICT after ten (10) calendar days notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

ARTICLE IV. LEGAL RELATIONS AND RESPONSIBILITY

**B-41 Compliance with Laws - Permits, Regulations, Taxes**

Contractor is an independent contractor and shall at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the DISTRICT. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. It shall also protect and indemnify the DISTRICT, the Engineer, and all of the DISTRICT's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

- a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

The Contractor, upon request, shall furnish evidence satisfactory to the DISTRICT and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the DISTRICT that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**B-42 Prevailing Wage**

- a) The Contractor shall forfeit as penalty to the DISTRICT not more than Two Hundred Dollars (\$200) for each calendar day or portion thereof for each worker (whether employed by the Contractor or Subcontractor) paid less than the stipulated prevailing rates for any Work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.
- b) The DISTRICT will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the DISTRICT or the Engineer.
- c) The Contractor shall at all times keep posted at the jobsite current wage rates in effect for this Work.

**B-43 Labor Compliance**

Pursuant to Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- a) On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations under this subchapter, the prime contractor shall post a Notice containing the following language:  
  
"This public works project is subject to monitoring and investigative activities by the Division of Labor Standards Enforcement (DLSE), Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DLSE to ensure compliance with and enforcement of prevailing wage laws on public works

projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DLSE.

Local Office Contact Information:

Telephone Number: 844-522-6734  
Address: BOFE – Public Works  
Attn: Complaints Unit  
2031 2031 Howe Ave, Suite 100  
Sacramento, CA 95825

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the DLSE may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).”

#### B-44 Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

Federal Equal Opportunity Clauses from 41 CFR 60 1.4(b) also apply.

#### B-45 Eight-Hour Day Limitation

- a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the Work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.
- b) The Contractor and each Subcontractor shall also keep an accurate record showing the names,

addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by the Subcontractor in connection with the work specified herein, which record shall be open at all reasonable hours to the inspection of the DISTRICT, State and Federal officers and agents; and it is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the DISTRICT not more than twenty-five dollars (\$25) for each worker employed in the performance of this Contract by it or by any Subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

**B-46 Compliance with State Requirements for Employment of Apprentices**

The Contractor's attention is directed to Section 1777.5 through 1777.2 of the Labor Code; provisions of those Sections pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of Section 1777.5.

**B-47 Underground Utilities**

In accordance with Government Code Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities.

**B-48 Water Pollution**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and other waters of the State and/or United States from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and water bodies. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Wildlife Code, the National Pollution Discharge Elimination System (NPDES), State of California Construction General Permit, and all other applicable permits, statutes and regulations relating to the prevention and abatement of water pollution.

**B-49 Payment of Taxes**

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

**B-50 Permits and Licenses**

Except as otherwise provided in this Contract, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the Work.

**B-51 Patents**

The Contractor shall pay all applicable royalties and license fees and assume all costs arising from the use of patented materials, equipment and devices. The Contractor shall defend all suits or claims for infringement of any patent rights and save the DISTRICT and Engineer and their duly authorized representatives harmless from loss on account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however if the Contractor has reason to believe that the design, process or



product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

**B-52** Public Convenience

- a) This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.
- b) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.
- c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.
- d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- e) Water shall be supplied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents.
- f) In order to expedite the passage of public traffic through or around the Work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.
- g) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

**B-53** Safety

- a) General - The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.
- b) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the DISTRICT responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
- c) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to the potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury and damage to property. The Contractor shall appoint for the duration of this Contract, a qualified supervisor employee to develop and/or supervise the Contractor's job safety program that will effectively implement the safety provisions of the above agencies.
- d) The Contractor, as a part of his safety program, shall maintain at its office or other well-known place at

the job site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

- e) If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the DISTRICT. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- f) If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.
- g) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
- h) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.
- i) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.
- j) Trenching and Worker Protection - In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the DISTRICT specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) calendar days before beginning excavation for any trench or trenches five (5) feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer working drawings of its trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety and Health Regulations for Construction. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by it or its Subcontractors.
- k) Hazardous Wastes and Unforeseen Conditions - In accordance with Section 7104 of the State Public Contract Code, if the Work contemplated hereunder involves digging trenches or other earthwork activities, the Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) Subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described herein. In the event that a dispute arises between the DISTRICT and the Contractor whether the conditions materially differ, or

involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed hereunder. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the DISTRICT and Contractor.

- l) The Contractor shall perform all Work in a fire-safe manner. He shall supply and maintain onsite adequate firefighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, State, and local fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standard for "Safeguarding Building Construction Operations," (NFPA No. 241).

**B-54** Protection of Person and Property

- a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the DISTRICT's property, adjacent property, and any other improvements or facilities within or adjacent to the Work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury any pipes, conduits or other structures, crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, the Contractor must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.
- c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to the Contractor's entry onto the job.
- d) Type and time of construction required at any road subject to interference by Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the DISTRICT at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this Section shall be borne by the Contractor.
- e) The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

**B-55**    Responsibility for Repair of Facilities

All public or private facilities, including but not limited to structures, telephone cables, roadways, parking lots, private drives, levees and embankments disturbed during construction of the Work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

The Contractor's attention is directed to the many water services crossing the road. It is the Contractor's responsibility to protect these laterals and repair damage. DISTRICT crews are not available to repair water services disturbed by construction.

**B-56**    Resolution of Construction Claims

- a) For any claim arising under this Contract, the following procedures will apply:
- (i) The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this Contract.
- b) The Contractor shall proceed with the Work in accordance with the Plans and Specifications and determinations and instructions of the DISTRICT Engineer during the resolution of any claims disputes.

**B-57**    DISTRICT's Repair

In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the DISTRICT may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the DISTRICT from claims for payment made by the Contractor for Work completed or remaining to be completed.

**B-58**    Antitrust Claim Assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and all subcontractors shall offer and agree to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the Contractor, without further acknowledgement by the parties.

**B-59**    Waiver of Right to Rescind For Material Breach

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the DISTRICT and hereby agrees that no default, act, or omission of the DISTRICT or the Engineer, except for failure to make progress payments as required by Section B-68, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the DISTRICT shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

**B-60**    Contractor's License Notice

Contractors are required by law to be licensed and regulated by the contractors' state license board which

has jurisdiction to investigate complaints against contractors of a complaint if filed within three (3) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors' state license board, 9821 Business Park Drive, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

ARTICLE V. INSURANCE AND LIABILITY

B-61 Insurance

- a) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.
- c) Prior to execution of the Contract, the Contractor shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any Subcontractor identified in the Designation of Subcontractors form to commence work on this project until such Subcontractor has furnished the DISTRICT with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT. As an alternative to the DISTRICT's forms, the Contractor's insurer may, subject to the approval of the DISTRICT, provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this paragraph. The Contractor agrees to furnish one copy of each policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer.
- d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the DISTRICT at least sixty (60) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the DISTRICT and the Engineer.
- f) The requirements as to the types, limits, and the DISTRICT's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- g) In addition to any other remedy the DISTRICT may have, if the Contractor or any of the Subcontractors fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.
- h) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract.
- i) Worker's Compensation and Employer's Liability Insurance.
  - (i) Worker's Compensation - Insurance to protect the Contractor or Subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on

the form provided in the Contract Documents.

- (ii) Claims Against DISTRICT - If an injury occurs to any employee of the Contractor or any of the Subcontractors for which the employee or its dependents, in the event of its death, may be entitled to compensation from the DISTRICT under the provisions of the said Acts, or for which compensation is claimed from the DISTRICT, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due the Contractor.
- (iii) Comprehensive General and Automobile Liability Insurance - The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. Insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by one person in any one accident; and a limit of liability not less than \$500,000 aggregate for any such property damage sustained by two or more persons in any one accident. Any deductibles must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The comprehensive general and automobile liability insurance coverage shall also include the following:

- 1) Provision or endorsement naming the DISTRICT, the Engineer and its consultants, and each of their officers, employees, and agents, each as additional insureds in regards to liability arising out of the performance of any work under the Contract and providing that such insurance is primary insurance as respects the interest of the DISTRICT and Engineer and that any other insurance maintained by the DISTRICT and Engineer is excess and not contributing insurance with the insurance required hereunder.
  - 2) "Cross Liability" or "Severability of Interest" clause.
  - 3) Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability Completed Operations coverages and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
  - 4) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section B-62, Indemnity and Litigation Costs.
  - 5) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.
- j) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

k) Builder's Risk or Installation Floater "All-Risk" Insurance

Not required for this Contract.

**B-62 Indemnity and Litigation Cost**

- a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the DISTRICT, the Engineer and its consultants, and each of their officers, officials, employees and agents, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and other costs of litigation, which arise out of or are in any way connected with the Contractor's, or its Subcontractors' or suppliers', performance of Work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall not extend, however, to attorney fees and costs incurred by the DISTRICT in prosecuting or defending against the Contractor in any proceeding under Section B-8, and shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the DISTRICT.
- b) In any and all claims against the DISTRICT or the Engineer and its consultants, and each of their officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.
- c) Each party to this Contract has been represented by counsel in the negotiation and execution of this Contract.

**B-63 Protection of Work**

- a) The Contractor shall be responsible for the care of all work until completion and final acceptance; and the Contractor shall, at its own expense replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the DISTRICT and the Contractor and its sureties shall be liable therefore. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The Contractor shall not be responsible for the cost, in excess of five percent (5%) of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the Plans and Specifications of the DISTRICT.
- b) The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops, and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of



livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. It shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

- c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventive measures as directed by the Engineer.
- d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- e) The Contractor shall see that the work site is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.
- f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas. In an emergency affecting the safety of life, or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section B-3. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section B-3.
- g) Except as provided by Government Code Section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the DISTRICT, the DISTRICT will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of Sections B-3 and B-4, if so directed by the Engineer and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the DISTRICT or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the DISTRICT in the Contract Documents, it shall immediately notify the Engineer in writing.
- h) Subject to the provisions of this Section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that

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may result from failure to so provide during the progress of the Work.

**B-64** No Personal Liability

Neither the DISTRICT, the Engineer, nor any of their other officers, agents, or employees nor any other public office shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

ARTICLE VI. MEASUREMENT AND PAYMENT

**B-65** Measurement of Quantities

- a) Where the Contract provides for payment on a lump sum price basis, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown as agreed upon between the Contractor and the Engineer shall be used for preparing future estimates for partial payments to the Contractor and shall list the major items of Work and a price for each item. Overhead and other general costs and profit shall be prorated to each item so that the total of all items equals the lump sum price. The price breakdown shall be subject to the approval of the Engineer and Contractor may be required to verify the prices for any or all items.

Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer.

- b) Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved, except as herein or otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the DISTRICT to complete the Work contemplated by this Contract and such increase or diminution shall in no way violate this Contract, nor shall any such increase or diminution give cause for claims, liability for damage or adjustment to the Contract time bid price.

**B-66** Scope of Payment

- a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the DISTRICT and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

**B-67** Progress Estimate

At least ten (10) days before each progress payment falls due (but not more often than once a month) the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial pay estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the DISTRICT, as will establish the DISTRICT'S title to the material, and equipment and protect its interest therein, including, applicable insurance. The Engineer will within seven (7) calendar days after receipt of each partial payment estimate either recommend payment to the DISTRICT or return the estimate to the Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial pay estimate.

Payroll certification forms provided by the Contractor and fully executed shall be filed with the Engineer at the time of submission of each partial payment estimate and also when the claim for final payment is submitted. Wage Report forms shall be completed and submitted as set forth in Parts 4 and 5.

**B-68** Progress Payments

- a) The Contractor is made aware that the DISTRICT will approve all partial payments.
- b) Upon receipt of an undisputed, properly submitted progress estimate from the Contractor, recommended by the Engineer, the DISTRICT shall act in accordance with the following:
  - (i) Each payment request shall be reviewed by the DISTRICT as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.
  - (ii) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but not later than seven (7) calendar days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- c) The number of days available to the DISTRICT to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the DISTRICT exceeds the ten (10) calendar day return requirement set forth herein.
- d) The DISTRICT will pay the Contractor ninety-five percent (95%) of the amount of each progress estimate within thirty (30) calendar days after receipt of an undisputed, properly submitted progress estimate from the Contractor, recommended by the Engineer. If the DISTRICT fails to pay an undisputed progress estimate within the allotted thirty (30) calendar days, the DISTRICT shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (s) of Section 685.010 of the Code of Civil Procedures. Five percent (5%) of amount of each estimate shall be retained by the DISTRICT until final completion and acceptance of all Work under Contract.
- e) When, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in its judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.
- f) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials, or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
- g) The DISTRICT requires that any payments due to Subcontractors for a portion of the Work satisfactory completed shall be made by Contractor to Subcontractors within thirty (30) calendar days of DISTRICT's payment to Contractor. Failure to make such payments in a timely fashion may result in the DISTRICT issuing future progress payments by joint check to the Contractor and Subcontractors.
- h) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

**B-69** Liens and Stop Notices

The Contractor agrees to keep the Work, the site of the Work and all monies held by the DISTRICT free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the

Contract documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice may be filed at any time during the progress of the Work or within the duration of this Contract, the DISTRICT may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the DISTRICT to pay all obligations and expenses necessary to satisfy such lien or stop notice. The DISTRICT may withhold such payment unless or until the Contractor, within ten (10) calendar days after demand therefor by the DISTRICT, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten (10) calendar days of the demand therefor, the DISTRICT may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the DISTRICT from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

**B-70 Final Acceptance and Date of Completion**

Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, it shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied to the satisfaction of the Engineer, he shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the DISTRICT and the Contractor. The date of completion shall be the date upon which the DISTRICT makes its formal written acceptance of the Work.

**B-71 Final Payment**

Within ten (10) calendar days after the date of completion, the DISTRICT will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. On the expiration of thirty-five (35) calendar days after the recordation of such Notice of Completion the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

**B-72 Final Release**

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the DISTRICT with a signed written release of all claims against the DISTRICT arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the following form:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the DISTRICT for all labor, services, equipment and material furnished to the DISTRICT on the \_\_\_\_\_ Improvements located at \_\_\_\_\_, California, and does hereby waive and release the DISTRICT, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim

Amount of Claim

\$ \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Title)

Any payment, however, final or otherwise shall not release the Contractor or its sureties from obligations under the Contract Documents or Performance and Payment Bonds.

**B-73 Right to Withhold Payments**

- a) In addition to all other rights and remedies of the DISTRICT hereunder and by virtue of the law, the DISTRICT may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the DISTRICT from loss on account of:
- (i) Defective work not remedied, irrespective of when any such work be found to be defective;
  - (ii) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
  - (iii) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to Subcontractors and/or suppliers;
  - (iv) A reasonable doubt that the Work can be completed for the balance then unearned;
  - (v) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
  - (vi) Costs to the DISTRICT resulting from failure of the Contractor to complete the Work within the proper time; or
  - (vii) Damage to Work or property.
  - (viii) Damage to another Contractor.
  - (ix) Performance of Work in violation of the Terms of the Contract Documents.
  - (x) Where work on unit items is substantially complete, but lacks cleanup and/or other corrections ordered by the Engineer, amounts shall be deducted from the unit prices in partial payment estimates to amply cover such cleanup and correction.
  - (xi) Failure to file required Equal Opportunity and Affirmative Action forms.
- b) Whenever the DISTRICT shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the DISTRICT will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the DISTRICT against claims or liens of mechanics, material men, Subcontractors, etc., the DISTRICT may at its discretion permit the Contractor to deliver a surety bond in terms and amount

satisfactory to the DISTRICT, indemnifying the DISTRICT against any loss or expense, and upon acceptance thereof by the DISTRICT, the DISTRICT shall release to the Contractor monies so withheld.

**B-74 Waiver of Interest**

The DISTRICT shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies which the DISTRICT is required to withhold by reason of judgment, order, statute or judicial process.

**B-75 Satisfaction of Claims and Liens**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the DISTRICT, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the DISTRICT against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the DISTRICT all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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# **PART 4 SPECIFICATIONS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT INFORMATION

- A. Project Location: The project is located on the north-eastern shore of Ruth Lake Reservoir in Trinity County, CA. A vicinity map is provided on the cover sheet of the Contract Drawings that illustrates the location of the project. GPS coordinates are Latitude 40°21'55.09" N, Longitude 123°25'38.85" W. The design drawings provide information regarding the limits of the project and its topography.
- B. Owner: Humboldt Bay Municipal Water District (HBMWD), 828 Seventh Street, Eureka, CA 95501.
- C. Owner's Technical Representative: GHD, Inc., referred to in Technical Specifications as "Engineer."

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. General
  - 1. The Contract Documents describe the Work to be performed under this Contract, which includes, but is not limited to, furnishing all tools, equipment, materials, supplies, and manufactured articles for the Project except were specifically excluded. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications necessary for the performance of all labor, work, or other operations required for the performance of the Contract in accordance with the Contract Documents.

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2. In general, the work will consist of the excavation of approximately 5,000 Cubic Yards (CY) of sediment from the lowest reaches of the stream that discharges into Sheriff's Cove at Ruth Reservoir, Ruth, California. The intent is to remove the sediment that can be reached above the waterline near the mouth of the creek and for approximately 300-feet up the creek, before the 2017 winter rains come and the water level in the creek and reservoir rise. HBMWD will transport and provide a 2004 Cat 322CL excavator with a 60-foot front reach from the centerline of the turret, a 45-inch dredging bucket (approximately ½ cubic yard) and with a 36-inch digging bucket available. Contractor to provide an operator for the excavator, trucks and drivers to haul and deposit the material approximately 0.25 miles from the dredge site, and necessary sediment and erosion control measures as shown on the plans by GHD Inc. HBMWD will obtain all necessary permits for the work. The District will also fuel the excavator and perform any necessary maintenance on the excavator, except for that caused by negligence by the contractor.
  3. The California Department of Fish & Wildlife (CDFW) Stream Bed Alteration Agreement permit requires that any work after October 15<sup>th</sup>, 2017 be coordinated and approved with CDFW and will depend on the weather forecast. Contract shall also coordinate this work with the District.
  4. Hours of construction shall be limited to between 7:00 am and 6:00 pm Monday through Friday, and 9:00 am to 5:00 pm on Saturdays. No construction shall be allowed on Sundays or holidays, except as approved in advance with the District.
  5. The Contractor should carefully review all sections of the Specification, Plans and permit constraints in order to completely understand the Work and all constraints including schedule, environmental, permit and material requirements.
  6. Contractor is encouraged to proceed in an orderly and expeditious manner based on the constraints shown on the Drawings and described in the Specifications. All Work is to be performed in strict accordance with the Contract Drawings and Specifications and subject to the terms and conditions of the permits and Contract.
- B. The Contractor shall completely review, be familiar with, and adhere to the terms of all permits and agency approvals for this project and comply with all other applicable Local, State, and Federal laws and regulations. Refer to section 01 57 00 – Environmental Requirements for more information regarding permit requirements.
- C. Contractor's Duties:
1. Except as specifically noted, provide and pay for:
    - a. Labor, materials, and equipment.

- b. Tools, construction equipment, and machinery.
  - c. Water and utilities required for construction.
  - d. All other facilities and services necessary for proper execution and completion of Work.
2. Pay legally required sales, business, consumer, and use taxes.
  3. Conform to the requirements of the project permits.
  4. Secure and pay for, as necessary for proper execution and completion of the Work, all other applicable permits and licenses.
  5. Give required notices.
  6. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the Work.
  7. Promptly submit written notice to the Engineer of observed variance of Contract Documents from legal requirements.
  8. If any Subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the project site.

### 1.3 CONTRACT DESCRIPTION

#### A. General:

1. Project will be constructed under a general construction contract. The limits of Work are shown in the Contract Drawings and described in these Contract Documents. It will be the Contractor's responsibility to coordinate their activities to resolve conflicts. In the case that there are discrepancies between Drawings and Specifications, Specifications take precedence over drawings.
2. All risk of loss, damage or diminution to the Work shall rest with the Contractor until final acceptance of the Work by HBMWD.

#### B. Notify the Owner's Representative at least five (5) calendar days prior to beginning work.

#### C. Work conducted includes, but is not limited to:

1. Prepare and submit submittals listed in Section 01 33 00 – Submittal Procedures for review and acceptance by the Engineer and HBMWD.

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2. Mobilization of construction equipment with the exception of the Owner's excavator.
3. Install erosion, sediment, and water pollution control BMPs.
4. Site preparation.
5. Dredge sediment from Sheriffs Cove.
6. Store dredged fillings at designated location.
7. Final site clean-up, demobilization, and remove traffic control devices, erosion, sediment, and water pollution control BMPs.

**1.4 SPECIAL CONSTRUCTION REQUIREMENTS**

- A. At the project location, the Contractor, including, but not limited to, all employees, subcontractors, equipment, tools, staging, stockpiles, is restricted to the limits of disturbance shown on the Plans. Any ingress/egress to adjacent parcels is strictly prohibited.
- B. Refer to California Department of Fish & Wildlife Streambed Alteration Agreement requirements.
- C. Refer to section B-35, Commencement and Progress of the Work and Time of Completion, in the General Conditions for project timing.
- D. Specific Sequence and Constraints:
  1. The Contractor shall note that only certain constraints are addressed in this section. All Work, whether or not addressed here, shall be governed by applicable parts of this section, and schedules and procedures further submitted for approval.
  2. The Contractor shall include all Work described in these Specifications in the construction schedule. The sequence and constraints identified in this section, and all other applicable sections of these Specifications, shall be followed in the construction of the Work. However, alternatives to these sequences and constraints may be submitted by the Contractor for review by the Engineer.

**1.5 SPECIAL TECHNICAL SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The General Requirements and Technical Specifications are organized into Divisions and Sections using the TechSpec "Master Format" numbering system.

1. Section Identification: The General Requirements and Special Technical Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Contract Documents are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the General Requirements and Technical Specifications sections to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Special Technical Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  3. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.
  4. General Requirements: Requirements of Sections in the General Requirements apply to the Work of all Sections in the Specifications.
  5. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
    - a. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
    - b. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.

PART 2 PRODUCTS - Not Used

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PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01 15 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

- A. Unless otherwise specified in other individual sections of these Specifications, quantities of Work shall be determined from measurements or dimensions in horizontal planes.
- B. Units of measurement shall be in accordance with U.S. Standard Measures.
- C. See Section 33 of the General Conditions for special provisions related to progress payments and payment schedule to the contractor.

1.2 MATERIALS

- A. The measurement and payment items are listed below:
  - 1. The payments to the Contractor are based on the following items. It is the intent that the scope of the description of the following items encompasses the entire scope of the Work as shown on the Contract Drawings and described in the Specifications. The bid amounts shall be for complete in place installations.

**BASE BID SCHEDULE**

Item 1 – Mobilization/Demobilization

Measurement for this item shall be on a lump sum basis. This Work covers all Contractor costs and effort associated with mobilizing equipment, materials, and labor to the project site as well as demobilization of same for the base bid schedule. Items covered by this include, but are not limited to, movement of materials, equipment and labor to and from the site, bonds, insurance, contracting and administrative costs, permitting and permit compliance costs, costs associated with temporary facilities, storage areas, punch list items, repairs of damaged property, site cleanup, and debris disposal.

When 10 percent of the total original Contract amount is earned from bid items, excluding amounts paid for materials on hand, 90 percent of the amount of the bid price for mobilization, or 10 percent of the total Contract amount, whichever is least, will be paid for mobilization. Upon completion of all Work on the project, payment of the balance of the bid amount for mobilization will be paid.

Item 2 – Erosion and Sediment Control

Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and supervision necessary to providing planning, execution, monitoring, and management of applicable best management practices as required by the CDFW Streambed Alteration Agreement and local jurisdiction for the Contractor's Operations. This Work covers all Contractor costs and effort associated with providing water pollution and sediment control measures including,

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but not limited to, erosion and sediment control measures such as silt fences, and fiber rolls, as well as the ongoing maintenance throughout construction. This item shall be paid for based on the overall percent complete of construction.

Item 3 – Dredge Sediment

Measurement for this item shall be on a cubic yard basis. Final Measurement shall be made based on measurements of the stockpile. Progress Payment Measurements shall be based on measurements of the stockpiled material plus a 10% fluff factor, performed by the Owner's representative. Payment shall include full compensation for all materials, labor, equipment, and supervision necessary to dredge and stockpile the sediment as required by the Contract Drawings and Specifications.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Investigate utility locations in the vicinity of the work. Contact utility providers and verify the type, size, and location of utilities. Conduct field location methods such as potholing to locate utilities that may be in conflict with the work. Contractor to notify Owner of the presence of any utilities that conflict with the Work.

1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Owner's Representative, Contractor and major subcontractors.
- C. Agenda Example:
  - 1. Distribution of Contract Documents.
  - 2. Submission of list of Subcontractors and progress schedule.
  - 3. Designation of personnel representing parties in Contract.
  - 4. Procedures and processing of field decisions, submittals, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
  - 6. Use of premises by Owner, Contractor and Public.
  - 7. Owner's requirements.
  - 8. Construction facilities and controls provided by Owner.

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9. Temporary utilities provided by Owner (none)
  10. Survey (provided by Owner).
  11. Security and housekeeping procedures.
  12. Site Safety (responsibility of contractor)
  13. Application for payment procedures
  14. CDFW and other Permit Requirements.
- D. Record minutes and distribute copies within two working days after meeting to participants, with two copies to Engineer, Owner, and those affected by decisions made.
- 1.4 SITE CLOSE OUT
- A. Contractor to conform with Section 01-77-00-Closeout Procedures of these Specifications.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 57 00

ENVIRONMENTAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Permit Compliance, Spill Prevention, Dust Control, Tire Tracking Prevention

1.2 RELATED SECTIONS

- A. Section 02 27 00 – Erosion Control

1.3 MEASUREMENT AND PAYMENT

- A. Refer to Section 01 15 00 - Measurement and Payment. Work in this section will be included in the Bid Item to which it relates.

1.4 SUBMITTAL REQUIREMENTS

- A. Submit in accordance with Section 01 33 00 – Submittal Procedures.
- B. Spill Prevention and Response Plan:
  - 1. Prior to beginning of work and within five (5) working days after date of the Notice to Proceed, the Contractor shall prepare and submit for approval by the Owner, a Spill Prevention and Response Plan to regulate the use of hazardous and toxic materials, such as fuels and lubricants for construction equipment. The Engineer will review, approve, and oversee implementation of the Spill Prevention and Response Plan.
    - a. The Contractor's Spill Prevention and Response Plan must include:
      - 1) spill cleanup procedures; 2) worker training; and 3) impact avoidance measures.
    - b. As part of the Plan, the Contractor shall indicate fueling areas for equipment and shall be a minimum of 100 feet away from waters unless the Contractor receives written permission from the Owner.

1.5 GENERAL PROJECT-WIDE MEASURES

- A. Any required sediment and erosion control Best Management Practices (BMP) will be in conformance with the latest version of the CASQA BMP Handbook for the project site appropriate to the phase of construction and the time of year. BMPs are to be employed as appropriate to minimize erosion and prevent sediment discharge from the site.
- B. Roads utilized as part of the project shall be monitored by the Contractor on a daily basis for sediment tracking and other materials due to construction activities, and

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swept in a timely manner, as needed to prevent suspension of material which has a tendency to become airborne, or that could wash off into waterways. Roads shall be left clean at the end of each working day; cleaning operations shall not create water runoff or dust.

- C. During project performance, Dust Control shall at a minimum include spraying or tarping of stockpiles, possible tarping of haul trucks, and other measures as necessary to prevent visible dust in accordance to these specifications and project permits.
- D. Contractor shall comply with all provisions of any additional federal, state and local permits necessary to complete the project.
- E. The Contractor, Contractor's staff and Contractor's subcontractors shall be fully informed of the requirements of the Project environmental regulatory documents as well as rules, regulations, and conditions that may govern the Contractor's operations in the project area and shall conduct the work accordingly. The project environmental regulatory documents may be made available to the Contractor if requested. The Contractor is responsible to conduct the work in accordance with all project permits and environmental documents. Work windows specified in the various project permit conditions may conflict within one another, therefore the most restrictive windows shall be exercised and as shown in the schedule on the plans.
- F. It is the responsibility of the Contractor to verify that the Owner has obtained all necessary federal and state permits. The Owner is responsible for securing all permits with the exception of County and California Department of Transportation permits required for the mobilization of the Contractor equipment. Contractor will maintain a copy of all permits at the Project site.
- G. The Contractor shall comply with all other permit conditions, including construction windows, restrictions on work approach related to special status species and archaeologically significant resource areas.
- H. Procedures regarding Encountering Human Remains. Human remains may be encountered, given the reported presence of prehistoric sites in the vicinity. If human graves or remains are encountered, the following measures shall be implemented:
  - 1. The Contractor will halt the work in the vicinity
  - 2. The County Coroner will be notified. At the same time, a qualified archaeologist will be contacted to evaluate the situation.
  - 3. The Owner will be notified.
  - 4. If human remains are of Native American origin, the Coroner will notify the Native American Heritage Commission within 24 hours of identification (916) 653 – 4082
- I. If any items of potential cultural or archeological significance are encountered during excavation operations, construction within this area shall be halted immediately, and the Contractor shall notify the archeologist/Engineer. The Contractor is advised that if any archaeological findings are discovered during construction that the monitor or

archaeologist has the authority to slow or stop construction activities as they deem necessary.

J. Hazardous Materials

1. Work Cessation in the Event Suspected Hazardous Materials are Encountered. Project construction Contractors shall stop all work in the area of any suspected soil or groundwater contamination, or any unearthing of storage drums or other potential sources of hazardous materials/wastes. The Contractor shall then comply with relevant sections of the General Conditions and Technical Specifications.

J. General Impact and Avoidance Measures

1. Employees will strictly limit their activities, vehicles, equipment, and materials to the designated temporary impact areas, staging areas, and work areas.
2. To avoid attracting predators, the action area will be kept clean of trash. All food-related trash items will be enclosed in sealed containers and removed daily from the action areas. Trash will be bagged and removed from the site and properly disposed of at the close of each workday to avoid attracting ravens, crows, or other potential predators.
3. No pets associated with construction personnel will be allowed on the action area.
4. All equipment maintenance and staging, and dispensing of fuel, oil, and coolant, will occur within the staging area. Equipment will be checked for leaks prior to leaving the staging area and repaired as necessary.

L. Noise

1. Equipment muffler/maintenance requirements shall be implemented.
2. Equipment and on-site trucks used for construction shall be equipped with mufflers or other appropriate sound reducing equipment.

M. Air Quality

1. All exposed surfaces (parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered as necessary during windy periods when dust is generated.
2. Idling times shall be minimized by shutting off equipment when idling for more than five minutes.
3. All construction equipment shall be maintained and properly tuned in accordance with manufacturers specifications.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 AIR QUALITY AND DUST CONTROL

- A. The Contractor shall adhere to all project permits and shall utilize BMPs to minimize fugitive dust generation and assure compliance with North Coast Unified Air Quality Management District Rule 104 Section 4.0 regarding the control of fugitive dust.
- B. Unimproved access or unpaved haul roads, material stock piles, excavated and graded areas, and areas of exposed soil on the construction site shall be sprinkled with water or otherwise treated to fully suppress dust when and where dust becomes a problem. Sources of water for dust control are provided above.
- C. At the discretion of the Engineer, construction may be prohibited during periods of high winds (>15 mph), which have the potential to result in the generation of windblown dust and sediment not reasonably controllable with standard watering techniques.
- D. When not in use or unattended, construction equipment and vehicles will be shut down, locked up, and not left idling.
- E. Equipment and vehicles shall also be tuned and maintained in accordance with manufactures' specifications to avoid excessive emissions.
- F. All equipment shall operate with factory-equipped mufflers.
- G. Water active staging areas as needed for dust control. All active construction areas and sediment application areas shall be watered at a rate sufficient to keep soil moist and prevent formation of wind-blown dust.
- H. Contractor shall use water trucks or spray from hoses to control dust created by outdoor work operations during entire period of the Contract as directed by Engineer and stipulated in Specifications; Contractor shall satisfactorily control dust created by operations to the satisfaction of the Engineer.

END OF SECTION



SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. All components of the Contract Documents apply to this section including but not limited to drawings and provisions of the Contract, including Mandatory Contract Provisions, General Provisions, Special Provisions, General Requirements and Technical Specifications.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering.
  - 3. Starting and adjusting.
  - 4. Correction of the Work.
- B. Related Sections in General Requirements: All technical specification sections in the General Requirements (01 10 00 through 01 77 00) support work in this specification and should be referenced and considered and integrated and supporting document during the execution of this work.

1.3 SUBMITTALS

- A. Landfill and/or Recycling Facility Receipts: Submit copy of receipts issued by landfill and/or recycling facility.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before

beginning work, investigate and verify the existence, location, size and materials of utilities, site conditions, structures, environmentally sensitive areas, points of access and other construction affecting the Work.

### 3.2 PREPARATION

- A. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to the Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on form provided by the Engineer (Request for Information, RFI).

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation property/easement boundaries and existing benchmarks. If discrepancies are discovered, notify the Engineer and Owner immediately.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing survey control points, property corners, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Owner. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the Engineer and Owner before proceeding.
  - 2. Replace at no additional cost to Owner, lost or destroyed permanent benchmarks, property corners, and control points promptly. Base replacements on the original survey control points.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

- D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials into waterways will not be permitted.
- E. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.
- B. Restore permanent facilities used during construction to their specified condition.

END OF SECTION

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SECTION 01 77 00  
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. All components of the Contract Documents apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
  2. Instruction of HBMWD personnel.
  3. Final cleaning.
- B. Related Sections in General Requirements: All technical specification sections in the General Requirements (01 10 00 through 01 70 00) support work in this specification and should be referenced and considered and integrated and supporting document during the execution of this work.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Deliver dredged sediment to location designated by HBMWD.
  3. Complete final cleaning requirements, including surface restoration.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by HBMWD, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

PART 2 PRODUCTS - Not Used

**PART 3 EXECUTION**

**3.1 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials. Do not discharge volatile, harmful, or dangerous materials into drainage or waterways. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 02 27 00

EROSION CONTROL

PART 1 GENERAL

1.1. GENERAL

- A. Minimize the extent of all ground disturbing activities and avoid Work in any drainage channels if at all feasible, except such activities as called out on the Contract Drawings and in these Specifications.
- B. Heavy equipment shall be placed outside of drainage channels.
- C. Upon completion of construction activities, drainage channels shall be restored and re-contoured to mimic existing channel and as directed by Owner.

1.2. MEASUREMENT AND PAYMENT

- A. Measurement and payment for erosion control shall be included in the Erosion and Sediment Control Bid Item on a Lump Sum basis. No additional measurement or payment will be made for the requirements of this section.

1.3. RELATED SECTIONS

- A. General Conditions B-53, Protection of Person and Property
- B. Section 01 57 00 – Environmental Requirements

1.4. REFERENCES, CODES AND SPECIFICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. American Society for Testing and Materials (ASTM)
  - 1. ASTM D4632-08 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
  - 2. ASTM D1682 – Standard Test Method for Breaking Load and Elongation of Textile Fabrics.
  - 3. ASTM D3876 – Standard Test Method for Methoxyl and Hydroxypropyl Substitution in Ether Products.
  - 4. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat
  - 5. ASTM D3776 – Standard Test Method for Mass Per Unit Area (Weight) of Fabric.

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1.5. SUBMITTALS

- A. Submit mill certificate or affidavit. A mill certificate or affidavit shall be provided attesting that the silt fence fabric and factory seams meet chemical, physical, and manufacturing requirements specified in part 2.1 of this specification.

1.6. EROSION AND SEDIMENT CONTROLS

- A. The controls and measures required by the Contractor are described but not limited to below.
  - 1. Structural Practices: Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices.
    - a. Silt Fences. The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly placed and installed to effectively retain sediment immediately after completing each phase of Work where erosion would occur in the form of sheet and rill erosion (e.g. dredge material excavation, stockpiling, and grading). Silt fences shall be installed in the locations as directed by the Engineer. Final removal of silt fence barriers shall be upon approval by the Engineer.
    - b. Fiber Rolls (sediment logs or wattles): Contractor shall provide fiber rolls as a temporary structural practice to minimize erosion and sediment runoff. Fiber rolls shall be properly placed and installed to effectively retain sediment around the sediment stockpiles, fiber rolls shall be placed as Work progresses; fiber rolls shall be removed/replaced/relocated as needed for Work to progress in the work area). Final removal of fiber roll barriers shall be upon approval by the Engineer. Fiber Rolls shall be provided as follows:
      - 1) Around the entire perimeter of the stockpiled sediment.

PART 2 PRODUCTS

2.1. SILT FENCES

- A. Ultraviolet stabilized woven polypropylene face. The filter fabric shall meet the following requirements:

Physical Property	Test Procedure	Required Value
Grab Tensile	ASTM D 4632	160 lbs. min.
Elongation (%)	ASTM D 1682	25 % max.
Mullen Burst Strength, psi, min.	ASTM D 3876	350



Equivalent Opening Size, max.	US Standard Sieve	30-70
Ultraviolet Radiation Resistance, % Strength Retention	ASTM D 4355	70
Weight oz./sq. yd.	ASTM D 3776	4

- B. Mill Certificate or Affidavit. A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above.
- C. The Contractor may use either wooden stakes or steel posts for silt fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot.

2.2. FIBER ROLLS (SEDIMENT LOGS OR WATTLES)

- A. Composed of bio-degradable fibers stuffed in a photo-degradable open weave netting. Fiber rolls shall be porous and allow water to filter through fibers and trap sediment.
- B. The Contractor shall use wooden stakes for fiber roll installation. Wooden stakes used for fiber roll installation shall have a minimum cross section of 1 inch by 2 inches, or as suggested by the fiber roll manufacturer.

PART 3 EXECUTION

3.1. INSTALLATION OF SILT FENCES

- A. Silt fences shall extend a minimum of 16-inches above the ground surface and shall not exceed 34-inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately four (4)-inches wide and four (4)- inches deep on the upslope side of the location of the silt fence. The four (4)-inch by four (4)-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Engineer.
- B. Maximum spacing for post supports shall be 6 feet on center. Posts shall be buried 12-inches minimum and shall not exceed 36-inches above the ground surface.

3.2. INSTALLATION OF FIBER ROLLS (SEDIMENT LOGS OR WATTLES)

- A. Fine grade the subgrade by hand dressing where necessary to remove local deviations and to remove larger stones or debris that will inhibit intimate contact of the fiber roll with the subgrade. Prior to roll installation, contour a concave key trench two (2) to four (4)-inches deep along the proposed installation route. Soil excavated in trenching should be placed on the uphill or flow side of the roll to prevent water from undercutting the roll.

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

- B. Place fiber rolls into the key trench and stake on both sides of the roll within 6 feet of each end. Spacing for stakes shall be three (3) to five (5) feet. Stakes shall be driven in on alternating sides of the roll. Stakes shall be buried 12 inches minimum.
- C. Fiber rolls shall be placed in a single row, lengthwise on the contour. When more than one fiber roll is placed in a row, the fiber rolls should be abutted securely to one another to provide a tight joint, not overlapped.

3.3. MAINTENANCE

- A. The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.
  - 1. Silt Fence Maintenance. Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be re-vegetated.
  - 2. Fiber Roll Maintenance. Fiber roll barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged rolls, end runs and undercutting beneath rolls. Necessary repairs to barriers or replacement of rolls shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Roll rows used to retain sediment shall be turned uphill at each end of each row. When a fiber roll barrier is no longer required, it shall be removed. The immediate area occupied by the roll and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be re-vegetated.

3.4. INSPECTIONS

- A. General. The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days, within two (2) calendar days of forecasted rains, and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.
- B. Inspections Details. Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Discharge locations or points shall be

inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

- C. Inspection Reports. For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations, maintenance performed, and actions taken. The report shall be furnished to the Engineer within 24 hours of the inspection as a part of the Contractor's Work. A copy of the inspection report shall be maintained on the job site.

END OF SECTION 02 27 00

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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**PART 5**  
**SUPPORTING DOCUMENTS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

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**CEQA NOTICE OF EXEMPTION**

**To:**   X   Office of Planning and Research  
PO Box 3044  
Sacramento, CA 95812-3044  
or 1400 Tenth Street, Room 212  
Sacramento, CA 95814

**To:**   X   County Clerk, County of Trinity  
PO Box 1215  
11 Court Street  
Weaverville, CA 96093

**From:** Humboldt Bay Municipal Water District  
PO Box 95,  
Eureka, CA, 95502-0095  
or 828 7th Street  
Eureka, CA 95501

**Project Title:** Sheriff’s Cove Dredging

**Project Applicant:** Humboldt Bay Municipal Water District

**Project Location:** The project would include permitting and design for dredging at Sheriff’s Cove in Ruth Lake, in Trinity County, California.

**Project Location - City:** Sheriff’s Cove, Ruth Lake **Project Location - County:** Trinity

**Description of Project:** After the winter storms of 2016/2017, it was discovered that excessive erosion in the watershed above Sheriff’s Cove had caused the deposition of thousands of cubic yards of sediment at the mouth of Sheriff’s Cove. This sediment not only decreases the storage capacity of Ruth Reservoir, but may also continue to migrate to the intake for the penstock, be passed into the penstock, and damage the hydroplant. It would also impact the use of the boat dock at Sheriff’s Cove, which is the closest launch point for inspections of the log boom or the dam face. The project would include the dredging of Sheriff’s Cove in Ruth Lake near the R.W. Matthews Dam on the east shore. Total cubic yards to be removed is approximately 5,000 cubic yards. HBMWD would also be replacing the culvert at the District’s Headquarters building.

**Name of Public Agency Approving Project:** Humboldt Bay Municipal Water District

**Name of Person or Agency Carrying Out Project:** Mr. John Friedenbach, Humboldt Bay Municipal Water District

**Exempt Status: (check one)**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption (type and section): **Class 1, Section 15301 (Existing Facilities)**

Statutory Exemption (Sec. 21080(b)(3); 15269(a)):

**Reasons why project is exempt:** The project is exempt under Class 1 (Existing Facilities) (d) restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety... and (h) maintenance of existing landscaping, native growth, and water supply reservoirs. The project would include the dredging of Sheriff's Cove in Ruth Lake near the R.W. Matthews Dam on the east shore, with approximately 5,000 cubic yards of material removed. HBMWD would also be replacing the culvert at the District's Headquarters building. The project would not lead to an expansion of an existing use or increased capacity.

This NOE has been prepared by GHD and reviewed by the HBMWD.

**Lead Agency Contact Person:** Mr. John Friedenbach **Telephone:** (707) 443-5018

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Title:** General Manager

X Signed by Lead Agency







California Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Region 1 – Northern  
619 2nd Street  
Eureka, CA 95501  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



September 19, 2017

Mr. John Friedenbach  
Humboldt Bay Municipal Water District  
PO Box 95  
Eureka, CA 95502  
707-443-5018  
[friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)

Dear Mr. Friedenbach:

**Draft Lake or Streambed Alteration Agreement, Notification No. 1600-2017-0565-R1, Unnamed Tributary to Humboldt**

The California Department of Fish and Wildlife (CDFW) has determined that your project requires a Lake or Streambed Alteration Agreement (Agreement) because it could substantially adversely affect an existing fish or wildlife resource. Enclosed is a draft Agreement that includes measures CDFW has determined are necessary to protect existing fish and wildlife resources.

Within 30 days of receipt of this draft Agreement, you must notify CDFW in writing whether the measures to protect fish and wildlife resources are acceptable (Fish and Game Code Section 1603). If you agree with the measures set forth in the draft Agreement, you or your authorized representative must return the draft Agreement with original signatures to the above address.

If you disagree with any measures in the draft Agreement, please contact the CDFW staff identified below. In the event that mutual agreement is not reached, you may follow the dispute resolution process described in Fish and Game Code section 1603, subdivision (a). If you fail to respond in writing within 90 days of receiving the draft Agreement, CDFW may withdraw the draft Agreement.

Please be advised the Department may not execute the Agreement until it has complied with the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.) as the lead or a responsible agency.


After you receive a final Agreement executed by CDFW, you may begin the project the Agreement authorizes provided you have obtained all other necessary local, state, and federal permits or other authorizations.

For more information on the process described above, please refer to Part IV in the "Notification Instructions and Process" included with your notification materials, which is also available at <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

John Friedenbach  
September 19, 2017  
Page 2 of 2

If you have questions regarding this letter, please contact Jennifer Olson at 707-445-5387 or by email at [jennifer.olson@wildlife.ca.gov](mailto:jennifer.olson@wildlife.ca.gov).

Sincerely,



Gordon Leppig  
Senior Environmental Scientist Supervisor

ec: California Department of Fish and Wildlife  
Jennifer Olson  
[jennifer.olson@wildlife.ca.gov](mailto:jennifer.olson@wildlife.ca.gov)

GHD  
Pat Kaspari  
[Pat.Kaspari@ghd.com](mailto:Pat.Kaspari@ghd.com)

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 1 - NORTHERN  
619 SECOND STREET  
EUREKA, CALIFORNIA, 95501



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2017-0565-R1  
RUTH LAKE RESERVOIR

MR. JOHN FRIEDENBACH  
SHERIFF'S COVE DREDGING  
1 ENCROACHMENT

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mr. John Friedenbach (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 24, 2017 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located at Sheriff's Cove on an unnamed tributary to Ruth Lake Reservoir in the County of Trinity, State of California; Section 19, Township 1S, Range 7E; U.S. Geological Survey (USGS) map Ruth Lake, Humboldt Meridian; Assessor's Parcel Number 018-490-11 Latitude 40.365644, Longitude -123.427083.

## **PROJECT DESCRIPTION**

The project is limited to one encroachment to remove accumulated sediment from Sherriff's Cove using an excavator. A maximum of 5,000 cubic yards of sediment will be removed and taken via dump trucks to an upland disposal site. Work will be conducted above the water line and silt fencing will be installed to prevent impacts to water quality.

## PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, project activities could substantially adversely affect existing fish or wildlife resources within and downstream of the project area including, but not limited to: northern red-legged frog (*Rana aurora*), foothill yellow-legged frog (*Rana boylei*), northwestern pond turtle (*Actinemys marmorata*), aquatic invertebrates, and other aquatic and riparian species. The adverse effects the project could have on the fish or wildlife resources identified above include: change in contour of bed, channel, and bank leading to channel scour; change in channel cross-section; restriction or increase in sediment transport; and increased turbidity and sedimentation.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Other Agency Permitting Requirements. The U.S. Army Corps of Engineers (Corps) and the Regional Water Quality Control Board (RWQCB) have permitting requirements for most instream projects pursuant to Sections 401 and 404 of the Federal Clean Water Act, and pursuant to the State Porter-Cologne Water Quality Control Act. This Agreement in no way represents permitting requirements by the Corps or the RWQCB. It is the responsibility of the Permittee to contact the Corps, and to comply with the provisions of any Section 404 permit issued, if required by

the Corps. Similarly, it is the responsibility of the Permittee to contact the Regional Water Board and to comply with the provisions of any Section 401 Certification, Regional Water Board Waste Discharge Requirements or waiver of Waste Discharge Requirements issued by the Regional Water Board.

- 1.6 CDFW Notification of Work Initiation and Completion. The Permittee shall contact CDFW within seven days of beginning the work permitted by this Agreement, and within seven days after the project is completed. Notification shall be made via e-mail at [Jennifer.Olson@wildlife.ca.gov](mailto:Jennifer.Olson@wildlife.ca.gov).

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

### PROJECT TIMING AND COORDINATION

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Agreement Notification received August 24, 2017, together with all maps, plans, photographs, drawings, and other supporting documents submitted with and subsequent to the Notification.
- 2.2 Work Period in Low Rainfall / Dry Weather Only. The work period shall be confined to the period of June 15 through October 15 and only during periods of low rainfall (less than 0.25-inch per 24 hour period) and periods of dry weather (with less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.
- 2.3 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis by the CDFW representative who reviewed the project. Permittee shall submit a request via email to [Jennifer.Olson@wildlife.ca.gov](mailto:Jennifer.Olson@wildlife.ca.gov) for a work period variance. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.

CDFW will have seven (7) calendar days to review the proposed work period variance.

- 2.4 Worker Instruction. The Permittee shall instruct all persons who will be completing any ground disturbing activity at a worksite to comply with the conditions set forth in this Agreement and shall inspect each work site before, during, and after completion of any ground-disturbing activity at the work site.

## FISH AND WILDLIFE PROTECTIONS

- 2.5 Threatened and Endangered Species. This Agreement does not authorize for the take, or incidental take of any State or Federal listed threatened or endangered listed species. The Permittee is required, as prescribed in these laws, to consult with the appropriate agency prior to commencement of the project.
- 2.6 Foothill Yellow-legged Frog (FYLF) Protections. On July 7, 2017, the foothill yellow-legged frog became a candidate for listing as threatened pursuant to the California Endangered Species Act (CESA). Therefore, additional measures to prevent 'take' as defined in FGC section 86 (hunt, pursue, catch, capture, kill, or attempt to do any of those) are necessary.
- 2.6.1 Pre-construction Surveys. Prior to any activities, a qualified biologist shall survey the work site(s). The qualified biologist shall be knowledgeable and experienced in construction level biological monitoring, in the biology and natural history of the FYLF, be able to recognize all age classes of FYLF relative to other amphibians in the project area, and be familiar with the habits and behaviors of FYLF. The qualified biologist shall be responsible for monitoring all project related ground- or vegetation-disturbing activities in areas of FYLF habitat to avoid impact to the FYLF and to minimize disturbance of FYLF habitat.
- 2.6.2 CDFW consultation. If any life stages of the FYLF (adults, eggs, or larvae) are found, the qualified biologist shall contact the Department immediately by either telephone or e-mail and provide a short description of existing observations, conditions, and a list of all species observed during the examination.
- 2.6.3 Mitigation measures. If FYLF are present, the qualified biologist shall propose site-specific mitigation measures that the project will utilize to avoid take and avoid or minimize disturbance to FYLF habitat. Further work shall not commence until CDFW has provided written approval of the proposed avoidance measures. If take of FYLF cannot be avoided Permittee shall obtain an Incidental Take Permit (ITP).
- 2.7 Amphibian and Reptile Species of Special Concern (SSC). The qualified biologist shall also be responsible for monitoring all project related ground- or vegetation-

disturbing activities for potential impacts to reptile and amphibian SSCs (primarily northwestern pond turtle and northern red-legged frog) individuals and habitat to avoid or minimize any impacts. The qualified biologist shall observe project activities and move any adult or juvenile reptiles and amphibians in the project area out of harm's way.

### WATER QUALITY PROTECTIONS

- 2.8 Staging. Staging, storage, and re-fueling areas for machinery, equipment, and materials shall be located outside of the stream a minimum distance of 150 feet from the channel.
- 2.9 In-channel Work While Water Present. No construction equipment or machinery shall be operated within or driven across any flowing stream.
- 2.10 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.
- 2.11 Deleterious Materials Near Stream. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into, or placed where it may be washed by rainfall or runoff into, waters of the State. No rubbish shall be deposited within 150 feet of the high water mark of any stream.

### EROSION AND SEDIMENT CONTROL

- 2.12 Erosion Control. Adequate and effective erosion control measures shall be used on exposed soils above the ordinary high water to prevent sediment or turbid water from entering the stream. Erosion control measures shall be employed prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first.

Permittee shall utilize vegetative (e.g., seeding) or other non-vegetative methods such as jute mat, coir mat, wood chip mat, straw mat or wattle, straw mulch, native duff (leaves, needles, fine twigs, etc.), or lopped native slash to protect and stabilize soils. Straw mulching shall utilize at least 2 to 4 inches of clean straw (such as rice, barley, wheat) or weed-free straw. Seeding shall use regional native seed or non-native seed that is known not to persist or spread [e.g., barley (*Hordeum vulgare*), or wheat (*Triticum aestivum*)]. No known invasive grass seed

such as annual or perennial ryegrass (*Lolium multiflorum* or *L. perenne*, which are now referred to as *Festuca perennis*), shall be used.

- 2.13 Mulching and Re-seeding. Soils exposed by project operations, including road construction upslope, shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches (except hydro-mulch) shall be applied in a layer not less than two inches deep. All exposed soils and fills shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.
- 2.14 Soil Stabilization. Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.15 Removal of Temporary Structures. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.
- 2.16 Permanent Erosion Control Materials. Permittee shall utilize wildlife-friendly 100-percent biodegradable erosion control products that will not entrap or harm wildlife. Erosion control products shall not contain synthetic (e.g., plastic or nylon) netting or materials for permanent erosion control measures that will be left in place after completion of the project. Photodegradable synthetic products are not considered biodegradable.

#### EQUIPMENT ACCESS

- 2.17 Heavy equipment. Heavy equipment may enter the dry stream channel for construction, but no fine sediment shall be pushed into the stream channel. All bulldozing shall be done facing away from the stream channel.
- 2.18 Deleterious Materials on Heavy Equipment. All heavy equipment (including parts e.g., well-rig jacks) that will be entering the stream channel shall be free externally of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. All cleaning of equipment shall take place outside of the channel and prior to entering the stream.

#### **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be in writing and delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.



To Permittee:

John Friedenbach  
General Manager  
Humboldt Bay Municipal Water District  
PO Box 95  
Eureka, CA 95502  
Email: [friedenbach@hbmwd.com](mailto:friedenbach@hbmwd.com)

To CDFW:

California Department of Fish and Wildlife  
Northern Region  
619 2nd Street  
Eureka, CA 95501  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2017-0058-R1  
Fax: (707) 441-2021  
Email: [jennifer.olson@wildlife.ca.gov](mailto:jennifer.olson@wildlife.ca.gov)

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided CDFW and the Permittee mutually agree to the amendment in writing. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 699.5).

## **EXTENSIONS**

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 699.5). CDFW shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC Section 1605(f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire **five years** from the effective date, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a)(2) requires.

## **AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR JOHN FRIEDENBACH**

\_\_\_\_\_  
John Friedenbach  
Permittee

\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Gordon Leppig  
Senior Environmental Scientist Supervisor

\_\_\_\_\_  
Date

Prepared by: Jennifer Olson, Environmental Scientist, September 19, 2017

## Pat Kaspari

---

**From:** Costa, Holly N CIV USARMY CESP (US) <Holly.N.Costa@usace.army.mil>  
**Sent:** Thursday, August 24, 2017 9:27 AM  
**To:** Sherrie Sobol  
**Cc:** John Friedenbach; Pat Kaspari; James Alcorn  
**Subject:** RE: Emergency application for repairs at Sheriff's Cove

Sherrie,

This project does not appear to require a 404 permit from the Corps as it does not involve a discharge of dredged or fill material into waters of the U.S. Removal of sediment by means of an excavator is determined to have a less than incidental fallback of dredged material. Is there an aspect of the proposed work that I am missing?

Thanks,  
Holly

\*\*\*\*\*

Holly Costa  
U.S. Army Corps of Engineers  
San Francisco District Regulatory Division North Branch Chief  
1455 Market Street, 16th Floor  
San Francisco, CA 94103  
(415) 503-6780  
(415) 503-6690 (fax)

<http://www.spn.usace.army.mil/Missions/Regulatory.aspx>

-----Original Message-----

From: Sherrie Sobol [mailto:sobol@hbmwd.com]  
Sent: Wednesday, August 23, 2017 10:43 AM  
To: Costa, Holly N CIV USARMY CESP (US) <Holly.N.Costa@usace.army.mil>  
Cc: John Friedenbach <friedenbach@hbmwd.com>; Pat Kaspari <Pat.Kaspari@ghd.com>; 'James Alcorn' <james.alcorn@ghd.com>  
Subject: [Non-DoD Source] Emergency application for repairs at Sheriff's Cove

Dear Ms. Costa,

Attached please find our signed application with attachments for Emergency Repairs at Sheriff's Cove/Ruth Lake Reservoir. Please confirm receipt of this email. If you have any questions, please do not hesitate to contact us.

Sherrie Sobol

Executive Assistant/Board Secretary

Humboldt Bay Municipal Water District

(707) 443-5018

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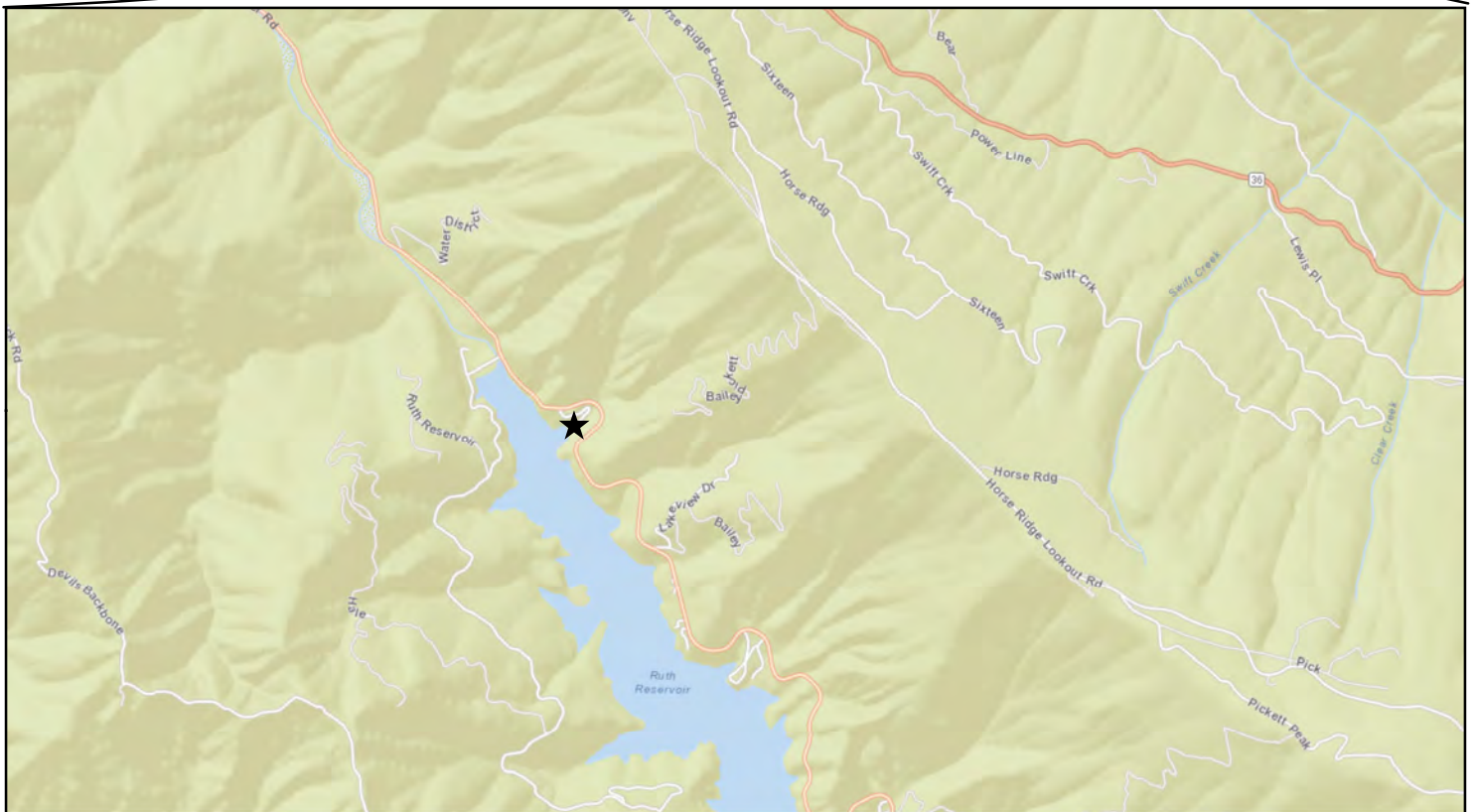
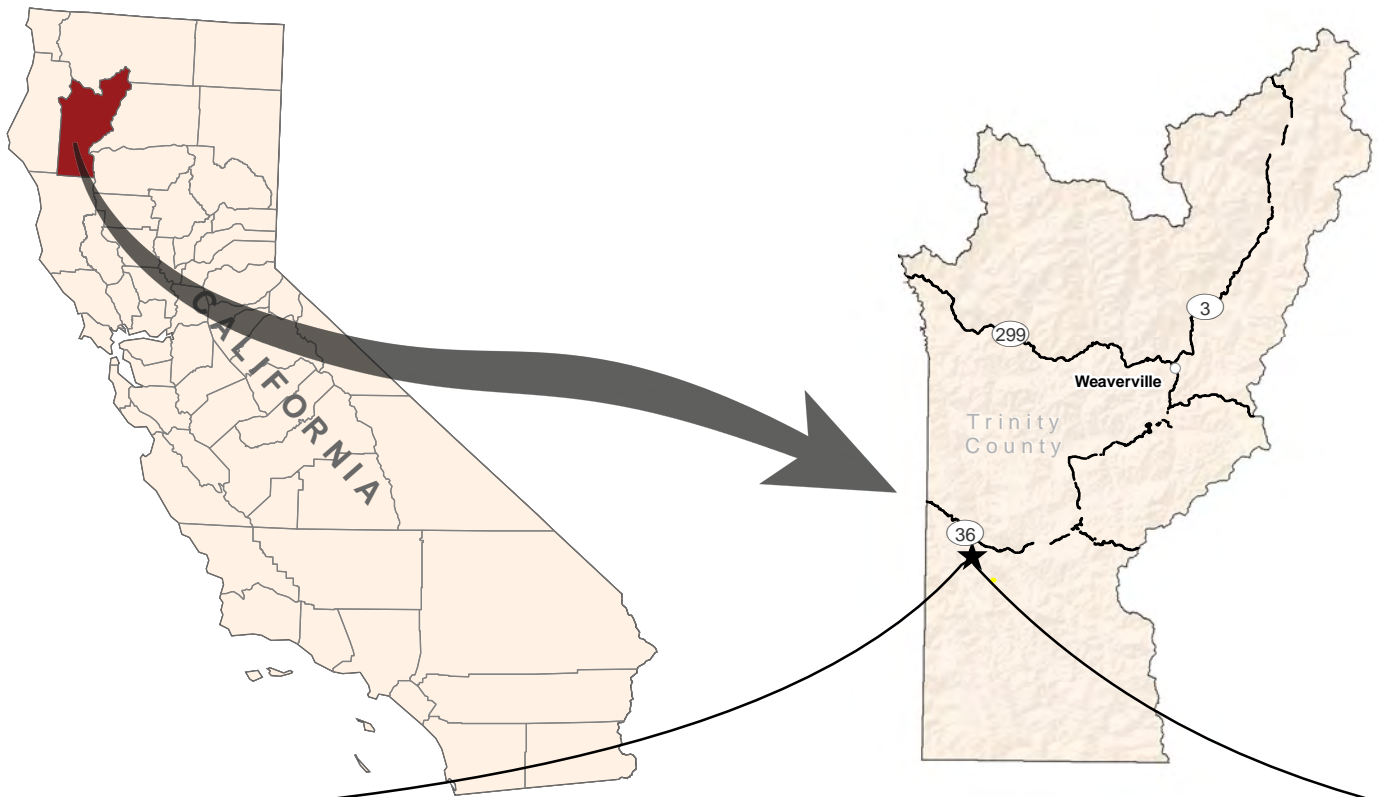
This e-mail has been scanned for viruses

# **PART 6 PLANS**

**Humboldt Bay Municipal Water District**  
Sheriffs Cove Dredging

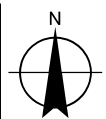
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★ Project Location

Paper Size 8.5" x 11" (ANSI A)  
 0 2,000 4,000  
 Feet  
 Map Projection: Lambert Conformal Conic  
 Horizontal Datum: North American 1983  
 Grid: NAD 1983 StatePlane California I FIPS 0401 Feet



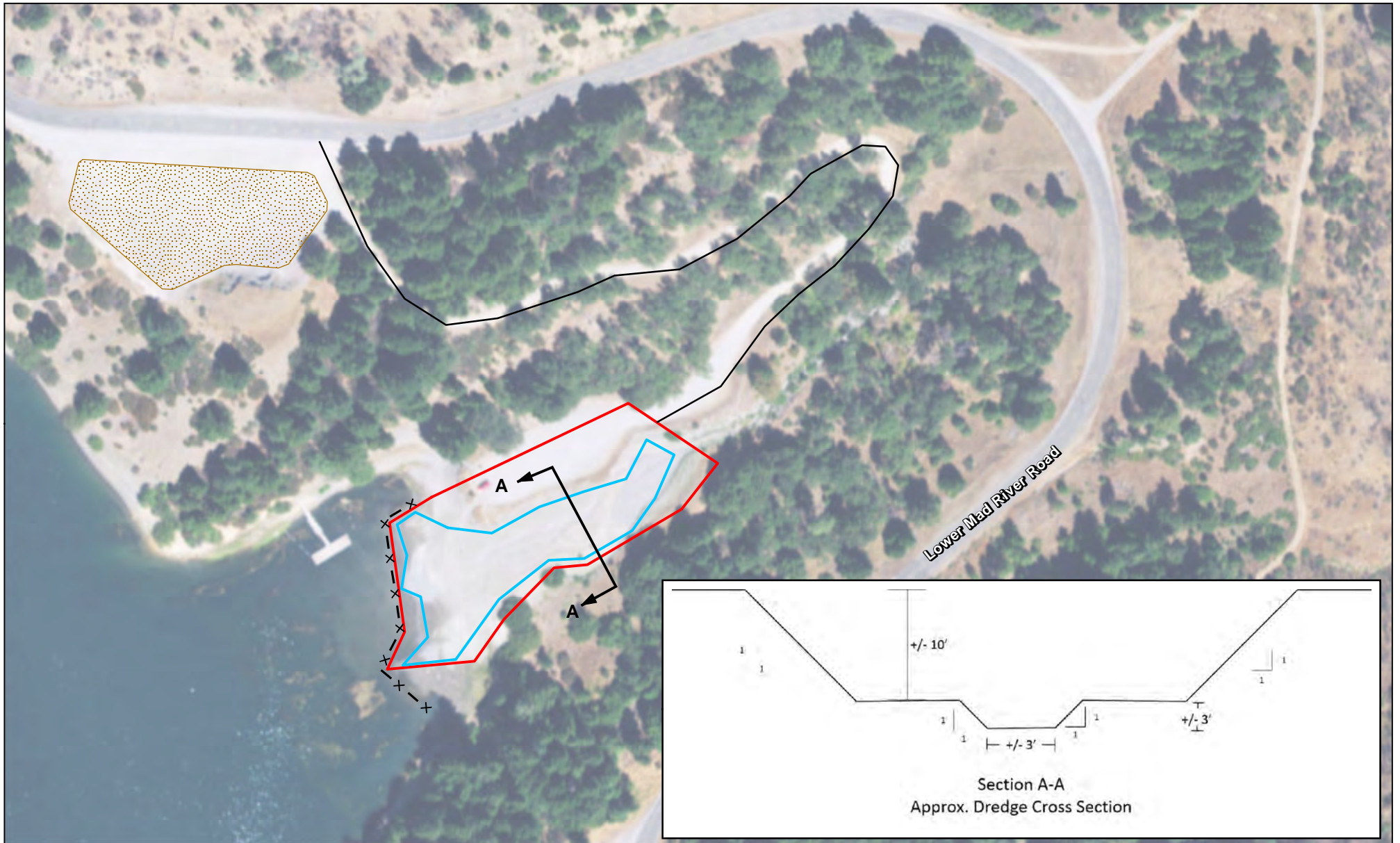
HBMWD  
 Sheriffs Cove Dredging

Job Number 11146337  
 Revision A  
 Date 09 Aug 2017

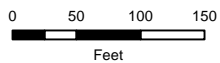
Vicinity  
 Sheriffs Cove Dredging

Figure 1

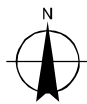




Paper Size ANSI A



Map Projection: Lambert Conformal Conic  
Horizontal Datum: North American 1983  
Grid: NAD 1983 StatePlane California I FIPS 0401 Feet



LEGEND

X - X Silt Fence

— Pre-Existing Access Road

Project Area

Approx. Dredging Area

Spoils Stockpile Area



HBMWD  
Sheriffs Cove Dredging

Job Number | 11146337  
Revision | A  
Date | 20 Sep 2017

Overview  
Sheriffs Cove Dredging

Figure 2

N:\US\Eureka\Projects\111\11146337 HBMWD Sheriffs Cove Dredging\08-GIS\Maps\Deliverables\11146337\_02\_Overview\_SheriffsCove.mxd

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Data source: Esri basemaps, 2017. Created by:jclark2





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