

Division 00
Procurement and Contracting Requirements

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JOB NO. 2166-0110

PROJECT MANUAL
SPECIFICATIONS & DRAWINGS

LEVEE MAINTENANCE PROJECT
2024 EROSION REPAIRS PHASE 1B
STATION 63+50 TO STATION 81+00

PREPARED FOR:

KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
KNIGHTS LANDING
YOLO COUNTY, CA

PREPARED BY:

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

1550 HARBOR BLVD
WEST SACRAMENTO, CALIFORNIA 95691
PHONE: (916) 403-5900

MAY 2024

**SECTION 00 01 05
CERTIFICATIONS PAGE**

ENGINEER'S CERTIFICATIONS:

These Contract Documents prepared for Knights Landing Ridge Drainage District for the following project:

Erosion Repair Project
2024 Erosion Repairs Phase 1B
At Station 63+50 To Station 81+00

have been prepared by, or under the direct supervision of, the following Professional Engineer(s):



Elizabeth Ramos, P.E.
Kjeldsen, Sinnock & Neudeck, Inc.
Civil Engineers and Land Surveyors
1550 Harbor Blvd.
West Sacramento, California 95691

END OF SECTION

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A. California Department of Fish and Wildlife Streambed Alteration Agreement, EPIMS Notification No. YOL-30145-R2

B. Central Valley Regional Water Quality Control Board Clear Water Act Section 401 Water Quality Certification and Order Re. Meas. ID: 448392 and Place ID: 882078

C. Yolo Habitat Conservancy Certificate of Inclusion #SPE-2022-04-04-COI

DRAWING LIST

3.01 Drawing List

Knights Landing Ridge Drainage District Erosion Repair Project entitled Phase 1B From Stations 63+50 To 81+00 Yolo County, dated April 2024, and prepared by Kjeldsen, Sinnock & Neudeck, Inc.:

<u>Dwg No.</u>	<u>Sheet No.</u>	<u>Description</u>
G-001	1	Title Sheet
C-001	2	Site Map
C-002	3	Construction Notes
C-101-102	4-5	Plan View
C-301-302	6-7	Sections
C-501	8	Details

END OF SECTION

SECTION 00 11 16
INVITATION TO BID

Interested Bidders are invited to submit a Sealed Bid to Knights Landing Ridge Drainage District for the construction of the following Project:

Erosion Repair Project
2024 Erosion Repairs
Between Levee Stations:
Station 63+50 to Station 81+00
Knights Landing, California
Job No. 2166-0110

Bids are to be received at the office of the Kjeldsen, Sinnock & Neudeck, Inc., located at 1550 Harbor Blvd, West Sacramento, CA 95691, until 11:00 a.m. on Tuesday June 11th, 2024, at which time the Bids received will be publicly opened and read. The Project consists of constructing:

Erosion repairs along the east ridge cut levee located between levee station 63+50 and station 81+00 on approximately 1,750 linear feet of eroded levee slopes by furnishing and placing approximately 3,200 tons of 18-inch minus quarry stone riprap.

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

The Issuing Office for the Bidding Documents is as follows:

Kjeldsen, Sinnock & Neudeck, Inc.
1550 Harbor Blvd,
West Sacramento, CA 95691
Phone: (916) 403-5908

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

Electronic Bidding documents may be obtained at the office of the District's Engineer, Kjeldsen, Sinnock & Neudeck, Inc., 1550 Harbor Blvd, West Sacramento, CA 95691 by contacting Elizabeth Ramos at eramos@ksninc.com or (916) 403-5908.

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

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

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

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

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

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

Technical, construction, and Project inquiries and questions should be directed to Elizabeth Ramos (eramos@ksninc.com) at (916) 403-5908.

Estimated cost of project construction is \$449,000.

District Engineer:

Barry O'Regan, P.E.

Kjeldsen, Sinnock & Neudeck, Inc.

1550 Harbor Blvd.

West Sacramento, California 95691

Dated: April 5th, 2024

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

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

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, as follows:

Kjeldsen, Sinnock & Neudeck, Inc.
1550 Harbor Blvd,
West Sacramento, CA 95691
Phone: (916) 403-5908

B. *Successful Bidder*—The responsible Bidder submitting the lowest responsive Bid to whom District makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither District nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 District and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid the following information:

A. Section 00 43 37 – Public Contract Questionnaire form.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of District to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; DISTRICT'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by District for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to District and Engineer by owners of such Underground Facilities, including District, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 District's Safety Program

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

ARTICLE 5 - BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all:
 1. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 - PRE-BID SITE WALK

- 6.01 A Pre-Bid Site Walk will be held before the final bid date; the date of this event will be revealed in the project bid announcement. This event will be non-mandatory.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to District in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until District awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten days after the Notice of Award, District may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be District's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that District believes to have a reasonable chance of receiving the award may be retained by District until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that District believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in Section 00 52 00 - Agreement Form.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion or completion of the Work in readiness for final payment, are set forth in Section 00 52 00 - Agreement Form.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, District may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to District a list of the Subcontractors or Suppliers proposed to be utilized for portions of the Work.

- A. If requested by District, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If District or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, District may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and District may consider such price adjustment in evaluating Bids and making the Contract award.
- B. If apparent Successful Bidder declines to make any such substitution, District may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which District or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to District and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 Bidder's state contractor license number, including expiration date, shall be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed on the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which District or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by District for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

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

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Kjeldsen, Sinnock & Neudeck, Inc., 1550 Harbor Blvd, West Sacramento, CA 95691.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with District and promptly thereafter demonstrates to the reasonable satisfaction of District that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 District reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. District will reject the Bid of any Bidder that District finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the District will reject the Bid as nonresponsive; provided that District also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If District awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, District will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. Bids will be compared on the basis of the base bid price.
 - 1. The base bid price shall be determined as the total of the products of the estimated quantity of each item and unit price Bid for that item, for all bid schedules.
 - 2. For the determination of the apparent low Bidder, Bids will be compared on the basis of the base bid price only.
- 19.04 In evaluating whether a Bidder is responsible, District will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 District may conduct such investigations as District deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 - BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth District's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to District, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - BID PROTEST PROCEDURE

- 22.01 Any Bid protest must be submitted in writing to the Engineer before 5:00 p.m. of the tenth day following Bid opening. The initial Bid protest document shall contain a complete statement of the basis for the protest.
- A. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.
 - B. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - C. District will issue a decision on the protest. If District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
 - D. 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, and failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

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END OF SECTION

SECTION 00 41 00
BID FORM

PROJECT NAME:

- Erosion Repair Project Phase 1B
- 2024 Erosion Repairs
- Between Levee Stations:
- Station 63+50 to Station 81+00

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Knights Landing Ridge Drainage District
Knights Landing
Yolo County, CA

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
1. Addendum No. _____ Bidder's Initials _____
 2. Addendum No. _____ Bidder's Initials _____
 3. Addendum No. _____ Bidder's Initials _____
 4. Addendum No. _____ Bidder's Initials _____
 5. Addendum No. _____ Bidder's Initials _____
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all:
1. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder, and any Subcontractors listed on the Bid Form or that otherwise engage in the performance of work under this Contract, are registered with the Department of Industrial Relations pursuant to State of California Labor Code §1725.5.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of District, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

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

- A. For all Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

1. Schedule 1:

Item	Description	Unit	Estimated Quantity	Total
1 GENERAL REQUIREMENTS				
1.1	MOBILIZATION/DEMOLIBLIZE	LS	1.0	\$
1.2	SWPPP/BMP PREPARATION AND IMPLEMENTATION	LS	1.0	\$
2 SITE WORK				
2.1	CLEARING, GRUBBING AND TREE TRIMMING	AC	2.0	\$
2.2	PLACE CALTRANS CLASS III ROCK SLOPE PROTECTION MATERIAL	TONS	1,700	\$
2.3	PLACE EXISTING ROCK SLOPE PROTECTION	TONS	1,500	\$
2.4	SUPPLEMENT ALL-WEATHER ROAD WITH AGGREGATE BASE	TONS	700	\$
2.5	INSTALL ESA FENCING	LF	5,000	\$
2.6	INSTALL SILT FENCE	LF	1,750	\$
2.7	REGRADE LEVEE AND ACCESS ROADS AFTER CONSTRUCTION	SF	84,000	\$
TOTAL ACCEPTED BID PRICE				\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 20 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 working days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security.
 - B. The following supplement(s) to the Bid Form are considered an integral part of the Bid Form. Bidder has acknowledged each supplement with Bidder's name and initials at the bottom of each supplement.

1. Section 00 43 36 - Proposed Subcontractors Form
2. Section 00 43 37 - Public Contract Code Section 10162 Questionnaire Form
3. Section 00 43 40 - Noncollusion Declaration Form

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

Bidder Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

California Contractor's DIR Registration Number:

California Contractor's License Number and Expiration Date:

Address for giving notices (postal and e-mail):

Telephone Number:

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END OF SECTION

**SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PROJECT NAME:

- Erosion Repair Project Phase 1B
- 2024 Erosion Repairs
- Between Levee Stations:
- Station 63+50 to Station 81+00

ARTICLE 1 - LIST OF PROPOSED SUBCONTRACTORS:

1.01 Listed hereinafter is the name and place of business of each Subcontractor who will be employed, and the portion and amount of Work that each will perform if the contract is awarded to the undersigned. The bidder hereby acknowledges that any subcontractor listed below shall not exceed 50% of the total work. Bidder acknowledges that under the State of California Public Contract Code §4100 et seq. (specifically §4104), he or she must clearly set forth:

- A. *"The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to §1725.5 of the Labor Code of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the Prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Prime Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater."*
- B. *"The portion of the Work that will be done by each Subcontractor under this act. The Prime Contractor shall list only one Subcontractor for each portion as is defined by the Prime Contractor in his or her Bid."*

1.02 Furthermore, Bidder acknowledges that any violations of this chapter of the Public Contract Code shall subject him or her to the penalties set forth in §4110 and §4111.

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____

<u>Subcontractor Name / Portion of Work</u>	<u>Place of Business</u>	<u>DIR Number / License Number / Amount of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	\$ _____

Bidder Name: _____ Bidder Initials: _____

END OF SECTION

**SECTION 00 43 37
PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE FORM**

PROJECT NAME:

- Erosion Repair Project Phase 1B
- 2024 Erosion Repairs
- Between Levee Stations:
- Station 63+50 to Station 81+00

ARTICLE 1 - PUBLIC CONTRACT CODE §10162 QUESTIONNAIRE:

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

YES: _____ NO: _____

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

Bidder Name: _____ Bidder Initials: _____

END OF SECTION

SECTION 00 43 40
NONCOLLUSION DECLARATION FORM

PROJECT NAME:

Erosion Repair Project Phase 1B
2024 Erosion Repairs
Between Levee Stations:
Station 63+50 to Station 81+00

ARTICLE 1 - NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

1.01 The undersigned declares:

- A. I am the _____ of _____,
the party making the foregoing bid.
- B. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
- C. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
- D. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at the City of _____, State of _____.

Signature: _____

Print Name: _____

Bidder Name: _____ Bidder Initials: _____

END OF SECTION

SECTION 00 52 00
AGREEMENT FORM

Contract No. XXXX-XX-XX-XX-XX

THIS AGREEMENT is by and between Knights Landing Ridge Drainage District (hereinafter called "District") and To Be Determined (hereinafter called "Contractor"). District and Contractor hereby agree as follows.

ARTICLE 1 - THE PROJECT

1.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Erosion Repair Project Phase 1B
2024 Erosion Repairs
Between Levee Stations:
Station 63+50 to Station 81+00

ARTICLE 2 - WORK

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

Erosion repairs along the east ridge cut levee located between levee station 63+50 and station 81+00 on approximately 1,750 linear feet of eroded levee slopes by furnishing and placing approximately 3,200 tons of 18-inch minus quarry stone riprap.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Kjeldsen, Sinnock & Neudeck, Inc.

3.02 District has retained Kjeldsen, Sinnock & Neudeck, Inc. (hereinafter called "Engineer") to act as District's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

A. The Work will be substantially completed within 20 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

B. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 working days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and District recognize that time is of the essence as stated in Paragraph 4.01 above and that District will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of

requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay District \$500 for each working day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay District \$500 for each working day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

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

- A. For all Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 1. Schedule 1:

Item	Description	Unit	Estimated Quantity	Total
1 GENERAL REQUIREMENTS				
1.1	MOBILIZATION/DEMOLITION	LS	1.0	\$
1.2	SWPPP/BMP PREPARATION AND IMPLEMENTATION	LS	1.0	\$
2 SITE WORK				
2.1	CLEARING, GRUBBING AND TREE TRIMMING	AC	2.0	\$
2.2	PLACE CALTRANS CLASS III ROCK SLOPE PROTECTION MATERIAL	TONS	1,700	\$
2.3	PLACE EXISTING ROCK SLOPE PROTECTION	TONS	1,500	\$
2.4	SUPPLEMENT ALL-WEATHER ROAD WITH AGGREGATE BASE	TONS	700	\$
2.5	INSTALL ESA FENCING	LF	5,000	\$
2.6	INSTALL SILT FENCE	LF	1,750	\$
2.7	REGRADE LEVEE AND ACCESS ROADS AFTER CONSTRUCTION	SF	84,000	\$
TOTAL ACCEPTED BID PRICE				\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. District shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as District may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to District and Engineer, then as long as the character and progress of the Work remain satisfactory to District and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, District shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by District pursuant to Paragraph 15.01.E of the General Conditions, and less 150 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 - (NOT USED)

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce District to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all:

1. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement
 2. Performance bond
 3. Payment bond
 4. Section 00 72 00 - General Conditions
 5. Section 00 73 00 - Supplementary Conditions
 6. Section 00 73 19 - Drug-Free Workplace Policy
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings as listed in the table of contents of the Project Manual.
 9. Addenda (numbers 1 to ____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 1) Section 00 41 00 - Bid Form
 - 2) Section 00 43 36 - Proposed Subcontractors Form
 - 3) Section 00 43 37 - Public Contract Code Section 10162 Questionnaire Form
 - 4) Section 00 43 40 - Noncollusion Declaration Form
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders

- d. Field Orders
- B. The documents listed above in this Article 9 are incorporated into this Agreement by this reference as if fully set forth herein.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of District, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive District of the benefits of free and open competition;
 3. "practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of District, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

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

District:

Knights Landing Ridge Drainage District

Signature: _____

Print Name: _____

Title: _____

Address for giving notices (postal and e-mail):

Contractor:

To Be Determined

Signature: _____

Print Name: _____

Title: _____

Address for giving notices (postal and e-mail):

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END OF SECTION

**SECTION 00 72 00
GENERAL CONDITIONS**

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by District and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to District.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Invitation to Bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 8. *Change Order*—A document which is signed by Contractor and District and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by District directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to District, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the District and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that District has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which *District has contracted for performance of the Work*.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by District to a Bidder of District's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by District to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *District (or Owner)*—The individual or entity with which *Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract*.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for District by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by District upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by District which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the District accepts, and to which the District makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical

conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by District and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day:
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by District at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. Furnish, Install, Perform, Provide:
 - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

2.02 Copies of Documents

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

2.03 Before Starting Construction

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by District, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference District and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

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

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the District, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then District, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

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

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies:
 - 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 - 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by

an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. Resolving Discrepancies:

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

3.04 Requirements of the Contract Documents

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

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of District and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without District's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. The issuance of the Notice to Proceed shall be subject to a time extension for such further period as may be agreed upon in writing between District and Contractor.

4.02 Starting the Work

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

4.03 Reference Points

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

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as District and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

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

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the District, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution

proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against District, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by District. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to District of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to District of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against District or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 5. then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify District and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of District's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to District regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise District in writing of Engineer's findings, conclusions, and recommendations.
- C. District's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, District shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to District with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If District and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after District's issuance of the District's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to District or Engineer by the owners of such Underground Facilities, including District, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. District and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including District) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to District and Engineer.
- C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to District regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise District in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. District's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, District shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If District and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after District's issuance of the District's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 1. those reports and drawings known to District relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against District or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and

remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify District and Engineer (and promptly thereafter confirm such notice in writing). District shall promptly consult with Engineer concerning the necessity for District to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, District shall take such actions as are necessary to permit District to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then District may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after District has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If District and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of District's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or District may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then District may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. District may have such deleted portion of the Work performed by District's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, District shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate District to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone

for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

6.02 Insurance—General Provisions

- A. District and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by District or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to District, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by District or any other insured, Contractor shall also furnish other evidence of such required insurance,

including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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

6.03 Contractor's Insurance

- A. Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. Commercial General Liability—Form and Content: Contractor’s commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish District and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. (not used)
- F. (not used)
- G. Additional insureds: The Contractor’s commercial general liability and automobile liability policies shall include and list as additional insureds District and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. Contractor’s professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. General provisions: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to District, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 District's Liability Insurance

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

6.05 **(Not Used)**

6.06 **(Not Used)**

6.07 **(Not Used)**

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

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

7.02 Labor; Working Hours

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

7.03 Services, Materials, and Equipment

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to District.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the District or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be

final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

- E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from District. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. Special Guarantee: District may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse District for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse District for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with District) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to District.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, District may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to District the identity of the proposed Subcontractor or Supplier (unless District has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to District unless District raises a substantive, reasonable objection within five days.
- E. District may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. District also may require Contractor to retain specific replacements; provided, however, that District may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by District, and District has accepted it (either in writing or by failing to make written objection thereto), then District may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If District requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of District's requirement of replacement.
- G. No acceptance by District of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of District to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to District and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or District, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of District and Engineer.
- N. District may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between District or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of District or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

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

Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. District shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). District shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

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

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither District nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. District or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If District and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or District may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify District; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of District's safety programs, if any. The Supplementary Conditions identify any District's safety programs that are applicable to the Work.
 - D. Contractor shall inform District and Engineer of the specific requirements of Contractor's safety program with which District's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of District or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to District and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

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

7.14 Hazard Communication Programs

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

7.15 Emergencies

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

Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. Shop Drawing and Sample Submittal Requirements:

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

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

1. Shop Drawings:
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. Samples:
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Other Submittals: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or

incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. Resubmittal Procedures:

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

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to District that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by District of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by District;
 4. use or occupancy of the Work or any part thereof by District;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by District.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by District, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to District for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against District or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such

services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, District and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. District and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided District and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by District or Engineer.

ARTICLE 8 - OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the District may perform other work at or adjacent to the Site. Such other work may be performed by District's employees, or through contracts between the District and third parties. District may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If District performs other work at or adjacent to the Site with District's employees, or through contracts for such other work, then District shall give Contractor written notice thereof prior to starting any such other work. If District has advance information regarding the start of any utility work at or adjacent to the Site, District shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and District, if District is performing other work with District's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If District intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with District's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, District shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for District, the District's employees, any other contractor working for District, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to District all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of District, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then District may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the District's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When District is performing other work at or adjacent to the Site with District's employees, Contractor shall be liable to District for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by District as a result of Contractor's failure to take reasonable and customary measures with respect to District's other work. In response to such damage, delay, disruption, or interference, District may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, District, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless District and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such

claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 - DISTRICT'S RESPONSIBILITIES

9.01 Communications to Contractor

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

9.02 Replacement of Engineer

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

9.03 Furnish Data

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

9.04 Pay When Due

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

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. District's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. District's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to District's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

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

9.07 Change Orders

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

9.08 Inspections, Tests, and Approvals

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

9.09 Limitations on District's Responsibilities

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

9.10 Undisclosed Hazardous Environmental Condition

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

9.11 Evidence of Financial Arrangements

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

9.12 Safety Programs

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

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.01 District's Representative

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

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of District, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for District a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep District informed of the progress of the Work and will endeavor to guard District against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If District and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If District designates another representative or agent to represent District at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

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

10.05 Shop Drawings, Change Orders and Payments

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

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

ARTICLE 11 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. District and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other

engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. District must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on District and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 District-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, District may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if District and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by District shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to District for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and District within 15 days after the submittal of the Change Proposal. The supporting data shall be

accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise District regarding the Change Proposal, and consider any comments or response from District regarding the Change Proposal.

2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to District and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either District or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. Binding Decision: Engineer's decision will be final and binding upon District and Contractor, unless District or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. District and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an District set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by District pursuant to Paragraph 11.02, (b) required because of District's acceptance of defective Work under Paragraph 14.04 or District's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If District or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

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

ARTICLE 12 - CLAIMS

12.01 Claims

- A. Claims Process: The following disputes between District and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by District or Contractor of Engineer's decisions regarding Change Proposals;
 2. District demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
1. At any time after initiation of a Claim, District and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If District and Contractor agree to mediation, then after 60 days from such agreement, either District or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. District and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either District or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by District, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by District and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by District.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless District deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to District. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to District, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by District, Contractor shall obtain competitive bids from subcontractors acceptable to District and Contractor and shall deliver such bids to District, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by District with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of District. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

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

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon District and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or District may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or District believes that District is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. District shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by District, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to District;
 - 2. to attain District's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
 - 6. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to District and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by District, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which District or Engineer has actual knowledge will be given to Contractor.

- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair District's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against District by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if District and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then District may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

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

14.06 District May Stop the Work

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

14.07 District May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then District may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, District shall proceed expeditiously. In connection with such corrective or remedial action, District may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, District's representatives, agents and employees, District's other contractors, and Engineer and Engineer's consultants access to the Site to enable District to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by District in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by District of District's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
 - 1. Once each month, Contractor may submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. (not used)
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
 - 1. Engineer will, within 7 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to District, or return the Application to Contractor indicating in writing

Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to District, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by District or entitle District to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to District free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to District stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect District from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. District has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. District has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

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

E. Reductions in Payment by District:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, District is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against District on account of Contractor's conduct in the performance or furnishing of the Work, or District has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. District has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. District has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. District has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to District to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling District to a set off against the amount recommended.
2. If District imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, District will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. District shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by District and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that District's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

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

15.03 Substantial Completion

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

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, District may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which District, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by District for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time District may request in writing that Contractor permit District to use or occupy any such part of the Work that District believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, District, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify District and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, District, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify District and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to District free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to District) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by District, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which District might in any way be responsible, or which might in any way result in liens or other burdens on District's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to District to indemnify District against any Lien, or District at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work

has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to District for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect District from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to District and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. Payment Becomes Due: Thirty days after the presentation to District of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum District is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by District to Contractor.

15.07 Waiver of Claims

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

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to District and in accordance with District's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by District, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 District May Suspend Work

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

16.02 District May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of District or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that District is considering a declaration that Contractor is in default and termination of the contract, District may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to District under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if District has terminated the Contract for cause, District may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere, and complete the Work as District may deem expedient.
- D. District may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If District proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by District, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds

such unpaid balance, Contractor shall pay the difference to District. Such claims, costs, losses, and damages incurred by District will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, District shall not be required to obtain the lowest price for the Work performed.

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

16.03 District May Terminate For Convenience

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

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by District or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) District fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to District and Engineer, and provided District or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from District payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or District has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to District and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

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

ARTICLE 18 - MISCELLANEOUS

18.01 Giving Notice

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

18.02 Computation of Times

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

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

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

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END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

GENERAL

Summary:

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

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.02 Terminology

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

ARTICLE 2 - PRELIMINARY MATTERS

2.03 Before Starting Construction

- A. The Bid Schedule as indicated in Section 00 41 00 - Bid Form shall be used as the basis for the Schedule of Values for all of the Work under the Contract.

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The intent of 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 Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.02 Starting the Work

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

4.03 Reference Points

- A. On District's behalf, Engineer will provide locations of the designated project sites with start and stop points, benchmarks, and station control in the immediate vicinity of the project site. When Contractor requires such stakes or marks, Contractor shall notify Engineer of such in writing a reasonable length of time in advance of starting operations that require such stakes or marks. In no event, shall a notice of less than two (2) working days be considered a reasonable length of time.

- B. Contractor is responsible for setting all construction staking and surveying, as required for construction activities including, but not limited to, setting elevations, grade control, dimension stakes, slope stakes, etc.

4.05 Delays in Contractor's Progress

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

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

ARTICLE 6 - BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Companies supplying sureties or bonds shall be licensed to supply such instruments within the State of California, shall be listed by the Office of the Insurance Commissioner, and shall have a minimum A.M. Best rating of A and have a demonstrated ability to meet their ongoing obligations to policyholders.

6.03 Contractor's Insurance

- A. Minimum limits of insurance:
 - 1. Worker's Compensation (in accordance with the State of California Labor Code §1860 and §3700):
 - a. \$1,000,000 for each accident for bodily injury by accident
 - b. \$1,000,000 for each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
 - 2. Commercial General Liability:
 - a. \$1,000,000 for each occurrence for bodily injury and property damage
 - b. \$2,000,000 for general aggregate
 - 3. Automobile Liability:
 - a. \$1,000,000 for each accident for bodily injury and property damage
- B. Additional insureds: In addition to District and Engineer, Contractor's general liability and automobile liability policies shall also include and list as additional insureds the following individuals or entities in accordance with the General Conditions.
 - 1. State of California

2. Department of Water Resources
3. Central Valley Flood Protection Board

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.02 Labor; Working Hours

- A. Contractor shall comply with legal working hours in accordance with State of California Labor Code §1810 et seq.
 1. Eight hours labor constitutes a legal day's work. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under §1815.
 2. Contractor shall, as a penalty to District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by Contractor, or any Subcontractor under him, for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of §1810 et seq.
 3. Notwithstanding the provisions of §1810 to §1814, inclusive, of this code, work performed by employees of Contractor or Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
- B. Contractor shall comply with the payment of prevailing wage rates in accordance with State of California Labor Code §1770 et seq.
 1. Contractor, and any Subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the Contract.
 2. Contractor shall, as a penalty to District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the State of California Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or, except as provided in §1775, by any Subcontractor under Contractor. The amount of the penalty shall be determined by the Labor Commissioner in accordance with §1775.
 3. The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in State of California Labor Code §1773. General prevailing wage determinations may be obtained online at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
 4. Contractor shall adhere to the use of the term "public works", particularly as it relates to the payment of prevailing wage rates, in accordance with §1720, §1720.2, and §1720.3.
 - a. Hauling – To, From and Within Public Works Sites:
 - 1) On-hauling work performed by truckers who transport material from a source dedicated to the public works project to the public work site itself are required to be paid prevailing wages.
 - 2) On-haul truckers who are engaged in the immediate incorporation of the material into the public works project are required to be paid prevailing wages.
 - 3) According to §1720.3, "public works also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency or any political subdivision of the state".
 - b. Off-Site Fabrication:
 - 1) The laborers, workers, mechanics employed at a particular facility (dedicated yard) are entitled to payment of prevailing wages if said facility, although geographically separated from the construction project, is:
 - (a) designated exclusively to serve the needs of the particular public works job;

- (b) is an integral part of the continuous operation of the work; and
 - (c) is actually set up for the primary purpose or sole purpose of contributing to the public work.
 - C. Contractor shall comply with the proper keeping of payroll records in accordance with State of California Labor Code §1776.
 - 1. Contractor, and any Subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.
 - 2. Payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor or Subcontractor in accordance with §1776.
 - D. Contractor shall comply with State of California Labor Code §1777.5, §1777.6, and §1777.7 concerning the employment of properly registered apprentices. Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
 - E. Contractor, and any Subcontractor under him, shall be registered with the Department of Industrial Relations (DIR) pursuant to State of California Labor Code §1725.5 to be qualified to bid on or engage in the performance of work under this Contract pursuant to Labor Code §1771.1.
 - 1. Contractor shall post all job site notices as prescribed by regulation pursuant to Labor Code §1771.4.
 - 2. Contractor, or any Subcontractor under him, shall furnish the records specified in Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4. The internet website for Contractor and Subcontractors to electronically upload Certified Payroll Records is: <https://apps.dir.ca.gov/eCPR/DAS/altlogin/>.
 - F. In accordance with State of California Labor Code §1735, Contractor, and any Subcontractor under him, shall not discriminate in the employment of persons upon public works on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.
 - G. Contractor, and any Subcontractor under him, are prohibited from accepting, taking wages illegally, or extracting “kickbacks” from employee wages under the State of California Labor Code Section §1778.
 - H. Contractor, and any Subcontractor under him, are prohibited against accepting fees for registering any person for public work under State of California Labor Code §1779 or for filling work orders on public works under §1780.
- 7.06 Concerning Subcontractors, Suppliers, and Others
- A. Contractor shall perform with his own organizational forces Contract work amounting to not less than 20% of the total Contract price.
 - B. Subcontracts between Contractor and any Subcontractor under him shall include provisions that the Contract between District and Contractor is part of the subcontract, and that the terms and provisions of Contract are incorporated into the subcontract. Subcontracts shall also contain certification by the Subcontractor that said Subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontract work. Copies of subcontracts shall be available for review by Engineer.

- C. In accordance with State of California Public Contract Code §6109, Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to §1777.1 or §1777.7 of the State of California Labor Code.

7.10 Laws and Regulations

- A. Contractor, and any Subcontractor under him, must be licensed by the State of California Contractors' State License Board in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor or any Subcontractor not so licensed shall be subject to the penalties imposed in accordance with §7028.15. Contractor shall be skilled, regularly engaged and licensed in the general class or type of work specified and possess a valid California Class "A" Contractor's License
- B. Contractor agrees to comply with the following:
 - 1. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - 2. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - 3. Employees of Contractor: Employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to, any applicable conflict of interest provisions of the California Political Reform Act, State of California Government Code §87100 et seq.
- C. During the performance of Contract, Contractor, and any Subcontractor under him, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and Subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into Contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - 1. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- D. Contractor, and any Subcontractor under him, shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.).
- E. Contractor shall not use any state funds disbursed by Contract for any costs incurred to assist, promote, or deter union organizing in accordance with the State of California Government Code §16645 et seq.

7.11 Record Documents

- A. Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on State grant work under Contract in accordance with generally accepted accounting principles and the financial information and data used by the Contractor in preparation or support of the cost submission for any negotiated contract or change order and a copy of the cost summary submitted to District.
 - 1. The Department of Water Resources, the Central Valley Flood Protection Board, the State Controller's Office, District, or any of their authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Contractor will provide facilities for such access and inspection.
 - 2. Records shall be maintained and made available during performance on work under this Contract and until ten (10) years from the date of final payment for the project. In addition, those records which relate to any dispute appeal under this Contract, to litigation, to the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

7.12 Safety and Protection

- A. Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public, and Contractor shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. Whenever Contractor's operations create a condition hazardous to traffic or the public, he shall furnish, erect, and maintain at his expense and without cost to District, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public.
- B. Contractor shall ensure that no alcohol, firearm, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

ARTICLE 8 - OTHER WORK AT THE SITE

ARTICLE 9 - DISTRICT'S RESPONSIBILITIES

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

ARTICLE 11 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

ARTICLE 12 - CLAIMS

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

13.01 Cost of the Work

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

3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization is 50% or more of the original contract amount, the total amount earned for mobilization shall be 100% of the Contract item price for mobilization and shall be included in the Application for Payment.
4. The Contract lump sum price paid for mobilization shall not exceed 5% of the total Bid.

13.03 Unit Price Work

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

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

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

15.01 Progress Payments

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

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 District May Suspend Work

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

complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for said delay.

16.02 District May Terminate for Cause

- A. The occurrence of any one or more of the following events will also constitute a default by Contractor in accordance with the General Conditions and justify termination for cause:
1. Contractor commences any proceeding under the Bankruptcy Act;
 2. Contractor is adjudged a bankruptcy;
 3. Contractor makes any assignment for the benefit of creditors; or
 4. a receiver is appointed on account of Contractor's insolvency.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

ARTICLE 18 - MISCELLANEOUS

END OF SECTION

SECTION 00 73 19
DRUG-FREE WORKPLACE POLICY

ARTICLE 1 - NOTIFICATION

- 1.01 The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on District projects or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.

ARTICLE 2 - PURPOSE AND GOAL

- 2.01 District is committed to protecting the safety, health and well-being of all employees and other individuals in the workplace. District recognizes that alcohol abuse and drug use pose a significant threat to these goals. District has established a drug-free workplace program that balances the respect for individuals with the need to maintain an alcohol and drug-free environment.
- A. District encourages employees to voluntarily seek help with drug and alcohol problems.

ARTICLE 3 - COVERED WORKERS

- 3.01 Any individual who conducts business for District, is applying for a position or is conducting business on District's property is covered by District's drug-free workplace policy. District policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors, and subcontractors.

ARTICLE 4 - APPLICABILITY

- 4.01 District's drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for District. Therefore, this policy applies during all working hours, whenever conducting business or representing District, while on call, paid standby, while on District property and at District-sponsored events.

ARTICLE 5 - PROHIBITED BEHAVIOR

- 5.01 It is a violation of District's drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.
- 5.02 Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.
- 5.03 The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of District's drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

ARTICLE 6 - NOTIFICATION OF CONVICTIONS

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

ARTICLE 7 - CONSEQUENCES

- 7.01 One of the goals of District's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

- 7.02 In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.
- 7.03 If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

ARTICLE 8 - ASSISTANCE

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

ARTICLE 9 - CONFIDENTIALITY

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

ARTICLE 10 - SHARED RESPONSIBILITY

- 10.01 A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.
- 10.02 All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.
- 10.03 In addition, employees are encouraged to:
- A. be concerned about working in a safe environment; and
 - B. report dangerous behavior to their supervisor.
- 10.04 It is the supervisor's responsibility to:
- A. inform employees of the drug-free workplace policy;
 - B. observe employee performance;
 - C. investigate reports of dangerous practices; and
 - D. document negative changes and problems in performance.

ARTICLE 11 - COMMUNICATION

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

END OF SECTION

Division 01
General Requirements

01 11 00	Summary of Work
01 22 00	Price and Payment Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 70 00	Execution and Closeout Requirements

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of work covered by Contract Documents

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 - Submittal Procedures

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 Submittal Procedures:
 - 1. SD-01 Preconstruction Submittals

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Description
 - 1. Erosion repairs along the east ridge cut levee located between levee station 63+50 and station 81+00 on approximately 1,750 linear feet of eroded levee slopes by furnishing and placing approximately 3,200 tons of 18-inch minus quarry stone riprap.
- B. Location
 - 1. The Work is located at Knights Landing, Yolo County California, as indicated on the drawings.

1.05 EXISTING WORK

- A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- B. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Engineer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

1.06 LOCATION OF UNDERGROUND UTILITIES

- A. Contact local utility locating service a minimum of 48 hours prior to excavating, to mark utilities, and within sufficient time required if work occurs on a Monday or after a Holiday. Verify existing utility locations indicated on contract drawings, within area of work.

1.07 NOTIFICATION PRIOR TO EXCAVATION

- A. Notify the Contracting Officer at least 48 hours prior to starting excavation work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative and procedural requirements

1.02 RELATED REQUIREMENTS

- A. 00 73 00 - Supplementary Conditions

1.03 SUPERVISION

- A. Minimum Communications Requirements
 - 1. Have at least one qualified superintendent, or competent alternate, capable of reading, writing, and conversing fluently in the English language, on the job-site at all times during the performance of contract work. In addition, if a Quality Control (QC) representative is required on the contract, then that individual must also have fluent English communication skills.
- B. Superintendent
 - 1. Qualifications
 - a. The project superintendent must have a minimum of 10 years of experience in construction with at least 5 of those years as a superintendent on projects similar in size and complexity. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for the alternate superintendent are the same as for the project superintendent. The Engineer may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question
 - 2. Duties
 - a. The project superintendent is primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend preconstruction meetings, progress meetings, and quality control meetings. The superintendent or qualified alternative must be on-site at all times during the performance of this contract until the work is completed and accepted.
- C. Project Manager
 - 1. Qualifications
 - a. The project manager must have a minimum 10 years of experience as a project manager or superintendent on projects of similar size and complexity. The Engineer may request proof of the project manager's qualifications at any point in the project if the performance of the project manager is in question.
 - 2. Duties
 - a. The project manager is responsible for the overall management of the project.
- D. Non-Compliance Actions
 - 1. The project superintendent is subject to removal by the Engineer for non-compliance with requirements specified in the Contract and for failure to manage the project to insure timely completion. Furthermore, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders is acceptable as the subject of claim for extension of time for excess costs or damages by the Contractor.

1.04 PROJECT COORDINATION

- A. Cooperate with the Engineer in allocation of mobilization of site for field offices and sheds, for site access, traffic, and parking facilities.

- B. During construction, coordinate use of site and facilities through the Engineer.
- C. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Engineer for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Engineer.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit Project Schedule in accordance with 00 73 00 - Supplementary Conditions.
- B. Submit updated schedule with each Application for Payment.

1.06 PRECONSTRUCTION MEETING

- A. After award of the Contract but prior to commencement of any work at the site, meet with the Engineer to discuss and develop a mutual understanding relative to the administration of the value engineering and safety program, preparation of the schedule of prices or earned value report, shop drawings, and other submittals, scheduling programming, prosecution of the work, and clear expectations of the Engineer and District. Major subcontractors who will engage in the work must also attend.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for general procedures regarding submittals, data normally submitted for review to establish conformance with the design concept and contract documents, called for in other sections of the specifications.

1.02 SUMMARY

- A. The Engineer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
- B. Units of weights and measures used on all submittals are to be the same as those used in the Contract drawings.
- C. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- D. Contractor is to check and approve all items prior to submittal. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals

1.03 DEFINITIONS

- A. Submittal Descriptions (SD): Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:
 - 1. SD-01 Preconstruction Submittals
 - a. Submittals which are required prior to start of construction (Work), includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the Work.
 - 1) Certificates of insurance
 - 2) Surety bonds
 - 3) List of proposed Subcontractors
 - 4) Construction progress schedule
 - 5) Submittal register
 - 6) Sequence and order of work plan
 - 7) Health, safety, and emergency response plan
 - 8) Stormwater bypass plan
 - 2. SD-02 Shop Drawings
 - a. Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
 - b. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.
 - c. Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.
 - 3. SD-03 Product Data
 - a. Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

- b. Samples of warranty language when the Contract requires extended product warranties.
- 4. SD-05 Design Data
 - a. Design calculations, mix designs, analyses or other data pertaining to a part of Work.
 - b. Design submittals, design substantiation submittals and extensions of design submittals.
- 5. SD-06 Test Reports
 - a. Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of Contract award for the project.
 - b. Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.
 - c. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
- 6. SD-07 Certificates
 - a. Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project Contract and clearly name the project.
 - b. Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the Work by documenting procedures, acceptability of methods, or personnel qualifications.
- 7. SD-08 Manufacturer's Instructions
 - a. Preprinted material describing installation of a product, system or material, including special notices concerning impedances, hazards and safety precautions.
- 8. SD-09 Manufacturer's Field Reports
 - a. Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and state the test results; and indicate whether the material, product, or system has passed or failed the test.
- 9. SD-10 Operation and Maintenance Data
 - a. Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment.
 - b. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. This data is intended to be incorporated in an operations and maintenance manual or control system.
- 10. SD-11 Closeout Submittals
 - a. Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.
 - b. Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.04 SUBMITTALS

- A. Submit the following in accordance with this section
 - 1. SD-01 Preconstruction Submittals
 - a. Submittal Register
 - b. Construction Progress Schedule

1.05 PREPARATION

- A. Transmittal Form
 - 1. Transmit each submittal to office of Engineer. Transmit submittals with transmittal form prescribed by Engineer and standard for project. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph IDENTIFYING SUBMITTALS.
- B. Identifying Submittals
 - 1. When submittals are provided by a Subcontractor, the Prime Contractor is to prepare, review and approve all specified submittals prior to submitting for Engineer approval.
 - 2. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:
 - a. Project title and location.
 - b. Construction contract number.
 - c. Date of the drawings and revisions.
 - d. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
 - e. Section number of the specification section by which submittal is required.
 - f. Submittal description (SD) number of each component of submittal.
 - g. When a resubmission, add numeric suffix on submittal description, for example, submittal 18 would become 18r1, to indicate resubmission.
 - h. Product identification and location in project.
- C. Format for SD-02 Shop Drawings
 - 1. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
 - 2. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
 - 3. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.
 - 4. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block.
 - 5. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the Contract drawings. Identify materials and products for work shown.
 - 6. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.
 - 7. Submit drawings in PDF format.
- D. Format of SD-03 Product Data and SD-08 Manufacturer's Instructions

1. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
 2. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
 3. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of SD-07 Certificates.
 4. Provide product data in metric dimensions. Where product data are included in preprinted catalogs with English units only, submit metric dimensions on separate sheet.
 5. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, submit as specified for SD-07 Certificates.
 6. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.
 7. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will be accepted for expedition of construction effort.
 8. Submit manufacturer's instructions prior to installation.
- E. Format of SD-05 Design Data and SD-07 Certificates
1. Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.
- F. Format of SD-06 Test Reports and SD-09 Manufacturer's Field Reports
1. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
 2. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.
- G. Format of SD-10 Operation and Maintenance Data
1. Provide operation and maintenance data on 8-1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages
- H. Format of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals
1. Provide all dimensions in administrative submittals in English units.

1.06 QUANTITY OF SUBMITTALS

- A. Number of Copies of SD-02 Shop Drawings
1. Submit one copies of submittals of shop drawings requiring review and approval by Engineer.
- B. Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions
1. Submit in compliance with quantity requirements specified for shop drawings.
- C. Number of Copies SD-05 Design Data and SD-07 Certificates

1. Submit in compliance with quantity requirements specified for shop drawings.
- D. Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports
 1. Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.
- E. Number of Copies of SD-10 Operation and Maintenance Data
 1. Submit one copies of O&M Data to the Engineer for review and approval.
- F. Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals
 1. Unless otherwise specified, submit one sets of administrative submittals.

1.07 INFORMATION ONLY SUBMITTALS

- A. Normally submittals for information only will not be returned. Approval of the Engineer is not required on information only submittals. The District reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Engineer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the District laboratory or for check testing by the District in those instances where the technical specifications so prescribe.

1.08 VARIATIONS

- A. Variations from Contract requirements require Engineer approval and will be considered where advantageous to District.
- B. Considering Variations
 1. Discussion with Engineer prior to submission will help ensure functional and quality requirements are met and minimize rejections and re-submittals.
 2. Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the District requiring rejection and removal of such work at no additional cost to the District.
- C. Proposing Variations
 1. When proposing variation, deliver written request to the Engineer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to the District. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.
- D. Warranting that Variations are Compatible
 1. When delivering a variation for approval, Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.
- E. Review Schedule Extension
 1. In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the District of submittals with variations.

1.09 SCHEDULING

- A. Schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals
 1. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
 2. Submittals called for by the contract documents will be listed on the register.

3. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
4. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."
5. Except as specified otherwise, allow review period, beginning with receipt by Engineer, that includes at least 15 working days for submittals for Engineer approval.

1.10 DISTRICT APPROVING AUTHORITY

- A. As the District's approving authority, the Engineer will:
 1. Note date on which submittal was received from Contractor.
 2. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
 3. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with markings appropriate for action indicated.
- B. Review Notations
 1. Engineer review will be completed within 15 working days after date of submission. Submittals will be returned to the Contractor with the following notations:
 - a. Submittals marked "no exceptions taken" authorize the Contractor to proceed with the work covered.
 - b. Submittals marked "provide as corrected or noted," authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections.
 - c. Submittals marked "revise as noted and resubmit," indicate noncompliance with the contract requirements or design concept, or that submittal is incomplete. Resubmit with appropriate changes. No work shall proceed for this item until resubmittal is approved.
 - d. Submittals marked "rejected" will indicate submittal does not have evidence of being reviewed and approved by Contractor or is not complete. A submittal marked "rejected" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by Contractor or for being incomplete, with appropriate action, coordination, or change.

1.11 DISAPPROVED OR REJECTED SUBMITTALS

- A. Make corrections required by the Engineer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications; notice is to be given to the Engineer. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the District requiring rejection and removal of such work at the Contractor's expense.
- B. If changes are necessary to submittals, make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.12 APPROVED/ACCEPTED SUBMITTALS

- A. The Engineer's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory and design, general method of construction, materials, detailing and other information appear to meet the Contract documents.
- B. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work design, dimensions, all design

extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work.

- C. After submittals have been approved or accepted by the Engineer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.13 WITHHOLDING OF PAYMENT

- A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Contract documents.

1.14 PROGRESS SCHEDULE

- A. Submit the progress chart, for approval by the Engineer, at the Preconstruction Conference.
- B. Prepare the progress chart in the form of a bar chart in a format acceptable to the Engineer.
- C. Include no less than the following information on the progress chart:
 - 1. Break out by major headings for primary work activity.
 - 2. A line item break out under each major heading sufficient to track the progress of the work.
 - 3. A line item showing contract finalization task which includes punch list, clean-up and demolition, and final construction drawings.
- D. Update the progress schedule every 30 calendar days throughout the contract performance period and submit with each Application for Payment.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's initial draft of punch list items to be completed or corrected before final payment.
- H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 - Submittal Procedures.

1.03 SUBMITTALS

- A. See Section 01 33 00 - Submittal Procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit surveys and survey logs for the project record.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Perform dewatering activities, as required, for the duration of the project.
- D. In all cases including within the existing pump station sump, the Contractor shall conform with OSHA requirements for work in confined spaces, including the provision of adequate ventilation
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1. Minimize amount of bare soil exposed at one time.
 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
 5. Install a silt curtain in the existing slough immediately downstream of the improvements. The silt curtain shall be maintained throughout the duration of the project
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of District's activities.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide temporary stormwater bypass in accordance with Section 01 51 00 - Temporary Utilities.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements and roadways; stakes for grading and fill; utility locations, slopes, and invert elevations; and _____.
 - 2. Grid or axis for structures.
 - 3. Controlling lines and levels required for mechanical and electrical trades.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.

4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (including but not limited to Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:

1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer 5 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer.
- B. Accompany Engineer on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written notification containing Contractor's initial draft of punch list items to be completed or corrected before final payment, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create final correction punch list containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in final correction punch list and comply with requirements for access to District-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the District.

END OF SECTION

Division 31
Earthwork

31 11 00

Clearing and Grubbing

31 37 00

Riprap

**SECTION 31 11 00
CLEARING AND GRUBBING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for clearing and grubbing

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 PROTECTION

- A. Trees, Shrubs, and Existing Facilities
 - 1. Protect trees and vegetation to be left standing from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.
- B. Utility Lines
 - 1. Protect existing utility lines that are indicated to remain from damage. Notify the Engineer immediately of damage to or an encounter with an unknown existing utility line. The Contractor is responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations. When utility lines which are to be removed are encountered within the area of operations, notify the Engineer in ample time to minimize interruption of the service.

3.02 CLEARING

- A. Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches.

3.03 TREE REMOVAL

- A. Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.04 PRUNING

- A. Trim trees designated to be left standing within the cleared areas of dead branches 1-1/2 inches or more in diameter; and trim branches to heights and in a manner as indicated. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches.

3.05 GRUBBING

- A. Grubbing consists of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas. Remove material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved. Fill depressions made by grubbing with suitable material and compact to make the surface conform with the original adjacent surface of the ground.

3.06 DISPOSAL OF MATERIALS

- A. Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations shall be disposed of outside the limits of District-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

END OF SECTION

SECTION 31 37 00

RIPRAP

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work to be performed under this Section shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary or required to install quarry stone riprap as shown on the plans and described in these specifications.

1.02 SUBMITTALS

- A. Submit the following and received approval from the Engineer prior to bringing any materials to the site:
 - 1. Supplier's certification obtained within the last 6 months, source (name and location of quarry) and rock gradations.
 - 2. Supplier Quality Compliance Test Results

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Quarry Stone - The quarry stone riprap shall be angular in shape as to form a stable protection structure for the specified section. Rounded boulders or cobbles shall not be used or accepted as quarry stone riprap. Stone with needle or flat shapes will not be accepted unless the thickness of the individual pieces is greater than one-third (1/3) of the length.
- B. The stone specified shall meet the following gradations as determined by screens with square openings. Neither the breadth nor the thickness of any piece of stone shall be less than one-third (1/3) its length. Materials not meeting the gradation requirements given below as placed at the site of work shall be rejected. If test results show that stone does not meet the required grading, the hauling and placing operation will be stopped immediately and will not resume until rock processing procedures are adjusted and the gradation test is completed demonstrating compliance with gradation requirements. All gradation tests are at the expense of the Contractor. Once the selected material and grading are approved, neither shall be changed without the Engineer's approval.

1. GRADATION GENERAL

- a. All points on the individual grading limits as defined by smooth curves drawn through specified grading limits plotted on a mechanical analysis diagram.
- b. The individual grading curves shall not exhibit abrupt changes in slope or denoting skip grading or scalping of certain sizes.

2. GRADATION FOR 18 INCH QUARRY STONE RIPRAP PROTECTION

- a. The specified grading of quarry stone riprap shall be met both at the source and as delivered to the project.
- b. Material not meeting the specified gradation due to segregation or degradation during placement shall be rejected.
- c. The Contractor/Quarry Operator shall sort and separate rock material at the quarry site to provide the quarry stone riprap slope protection which meets the gradation specified as follows:

<u>WEIGHT OF PIECES IN POUNDS</u>	<u>PERCENT SMALLER BY WEIGHT</u>
300	100
200	90-100
100	50-90
50	25-50
20	5-25
5	0-5

3. QUALITY COMPLIANCE TEST REQUIREMENTS

- C. The stone specified shall meet the following test requirements and the publication standards listed form a part of these specifications and the latest edition of the referenced publication shall govern.

TEST	TEST METHOD	REQUIREMENT
Specific Gravity	ASTM C 127	2.60 minimum
Absorption	ASTM C 127	2.0% maximum
Wetting & Drying	SPD Test Procedure	No fracturing
Sodium Sulfate	ASTM C 88	15% max. loss
Abrasion Loss	ASTM C 535	50% max. loss

- D. The stone shall be clean, sound, hard, dense, and durable, have angular features, be free from lamination, weak cleavages, and undesirable weathering. The stone shall also be free from clay, shale, sandstone, earth, vegetable matter, and other deleterious substances. The quarry stone shall be of such character that it will not disintegrate from the action of air and/or water, handling and placing, and shall be of a quality to ensure permanence.

Stone shall weigh not less than one hundred and sixty-five (165) pounds per solid cubic foot, dry density. The Engineer shall determine the acceptability of the stone with respect to quality and physical properties.

- F. The Contractor shall identify the sources from which he proposes to obtain the material at the time of the preconstruction conference meeting. The Contractor shall also make all arrangements, secure all permits, and pay all royalties for furnishing, transporting, and procurement of the stone specified. The Engineer may require the Contractor to submit material test samples fifteen (15) days prior to placement for quality compliance evaluation. Such samples shall be clearly identified as to source and origin. The Engineer will determine the suitability of the material prior to delivery and placement. If material testing is required, the costs shall be the responsibility of the Contractor.
- G. Gradation, Field Sampling, and Testing for Quarry Stone Riprap
1. The Engineer reserves the right to perform field check tests at any time and retain the services of an independent geotechnical consultant and testing facility to make such tests.
 2. Each sample shall consist of not less than five (5) tons of materials and will be sampled at random from the production run and delivery.
 3. All sampling and gradation tests will be performed by the testing consultant with the use of the Contractor's equipment and personnel under the supervision of the Engineer. The Owner will pay the expense of the consultant's services.
 4. Any on-site, gradation sampling and testing, using Contractor's equipment, and personnel required for tests, will be at the expense of the Contractor.
- H. Riprap materials provided from the District are all subject to the same requirements as imported Riprap. The contractor is expected to utilize these materials when provided.

2.02 CONSTRUCTION

- A. Clearing and Sloping - All areas to receive quarry stone riprap, as shown on the plans, shall be cleared as described in Division 31, Section 31 11 00, "Clearing and Grubbing".
1. The repair areas requiring clearing, the Contractor shall preserve and protect any plants and trees as may be designated and marked by the Engineer at those repair sites designated prior to commencement of site work.
 2. All areas on which quarry stone riprap is to be placed shall be trimmed and dressed to conform to the cross-section shown on the drawings. When sloping, the Contractor shall balance his cuts and fills in order to end up with a uniform slope. Fill areas shall be well

compacted with earth similar to adjacent materials or import fill materials as may be designated and shown on the plans.

3. Repair sites will require landside mechanical equipment to slope the sections in order to end up with a neat and uniform slope prior to placement of quarry stone riprap unless otherwise approved by the Engineer.
4. Control of Erosion - The Contractor shall maintain earthwork surfaces true and smooth and protected from erosion. Where erosion occurs, the Contractor shall provide fill or shall excavate as necessary to return earthwork surfaces to the lines and grades specified. Compensation for erosion control is considered as included in the Contract Prices paid for the various items as set forth in the Contractor's Bid and no additional compensation will be allowed therefor.
5. Placement - After slopes have been cleared, prepared as specified, and accepted by the Engineer, the Contractor shall protect the bank slopes with quarry stone.
 - a. Quarry stone protection shall be placed in such manner as to produce a well-graded mass with a minimum practicable percentage of voids.
 - b. Placement of quarry stone shall be constructed to the lines and grades shown on the drawings or as staked in the field.
 - c. Landside mechanical equipment, e.g. backhoe, excavator, long reach, etc., is required to obtain a well graded and uniform slope, keyway, and for rearranging of existing slope protection prior to placement of new quarry stone riprap, unless otherwise designated by the Engineer.
 - d. Stone protection shall be placed in such a manner as to avoid displacing the underlying material. The finished stone protection shall be free from pockets of small stones and clusters of larger stones.
 - e. Placing of stone protection by methods likely to cause segregation of the various sizes is not acceptable. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source by controlled placement of successive loads during final placing or by other methods of placement, which will produce the specified results.
 - f. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well graded distribution of stone sizes as specified above and to provide a finished surface free of protruding stones. Dozers or other equipment, which would cause degradation or displacement of stone, shall not be used on the slopes. The Contractor shall maintain the stone protection until accepted and any material displaced by any cause shall be replaced as directed by the Engineer.
 - g. Bucket tamping of the stone above the water shall be required to set the new stone protection in place and to achieve the required slope and tolerance of plus 2 inches to minus 1 inch will be allowed from the thickness shown on the plans.
 - h. Bucket tamping of the quarry stone riprap will be performed in a manner not to degrade the stone placed.
 - i. Rearranging of individual stones by mechanical equipment or by hand may be required to the extent necessary to obtain a reasonably well-graded distribution of stone sizes to provide a finished surface free of protruding stones.
 - j. Riprap shall be carefully placed, by hand if necessary, around the base of the designated plants and trees.
 - k. All new quarry stone riprap shall be placed uniformly on prepared levee slopes, and connected and keyed into previously placed riprap, where applicable. The stone protection shall also be keyed into the levee toe or waterside berm, as shown and noted on the contract plans. The Engineer will stake the limits of each site in the field. The Contractor shall set and date a stake/lath at the sites where the material was placed for that workday and/or at the end of each shift.

5. Delivery tickets or weigh bills, which are not dated and signed by the authorized licensed weigh master during that day and shift will not be accepted for measurement and payment and will be deducted from any invoice submitted for payment.
 6. Copies of weigh bills or delivery tickets shall be submitted to the Engineer daily during the progress of the work. The Contractor shall furnish the Engineer or his designated representative scale tickets for each load of material weighed. These tickets shall include ticket number, load number, commodity, tare weight, identification mark of each vehicle weighed, date, time, and location of loading and material source.
 7. A master log of all vehicle loadings shall be furnished for each day of loading operations. Before the final payment, the Contractor shall furnish the Engineer certified weigh bills and/or certified tickets for all material delivered, placed, accepted, and actually used in the construction covered by the Contract.
- C. Displacement Measurement - For materials delivered to the job by barge or to an intermediate point for trans-shipment by rail or highway, the measurement of materials delivered and placed will be based on the displacement of the transporting vessel. One (1) cubic foot of barge displacement will be assumed to be equivalent to 62.5 pounds of weight.
1. All barge displacement charts used for measurement and payment shall be prepared, certified, signed, and dated by an independent licensed Marine Surveyor, for all barges/vessels used to transport materials to the project site. A copy of the certified charts shall be provided to the Engineer by the Contractor prior to the commencement of any material delivery and placement on site.
 2. Use by the Contractor of any revised barge charts, which have not been recalibrated and recertified by a licensed Marine Surveyor, shall nullify any on site displacement measurements and acceptance of material.
 3. Any barges or vessels requiring dry-docking, alterations, refitting, structural repairs, and/or recertification by the U.S. Coast Guard, and any barges or vessels which have not been recertified for displacement within the last five (5) years, shall, at the option of the Engineer, be required to be recertified for displacement by an independent registered and licensed Marine Surveyor prior to the transportation of material.
 4. A new barge displacement chart with the recertification measurements, date, and signature of the registered and licensed Marine Surveyor shall be issued to the Engineer prior to the delivery and acceptance of materials on site.
 5. All displacement measurements shall be made at each repair site where the specified material is to be unloaded and placed. Copies of the barge loading memos, barge tags, or delivery tickets shall be signed/initialed and submitted to the Engineer or his field representative daily, unless otherwise directed. The Contractor shall also furnish the Engineer or his designated representative a barge ticket for each load of material delivered, placed, and accepted.
 - a. Barges/vessels used to deliver materials on site shall bear a plainly legible identification mark (e.g. name, number, etc.).
 - b. The barge delivering materials, when measured at the designated delivery point, shall be free from bilge water. Pumping of excess bilge water during off-loading operations shall nullify the displacement measurements.
 - c. The barge loading memos, barge tags, or delivery tickets for each repair site and each barge load of materials delivered, placed, and accepted shall include the barge/vessel identification (name and/or number), date, commodity/material type, project area, loaded and empty measurements (stabbings), tonnage, off-loading plant/number, and weigh master's signature/initials.
 - d. The off-loading vessel at the project site shall maintain a current master log.
 - e. The master log shall contain actual displacement measurements, loaded and unloaded, for each barge of material placed. The log shall also include the quarry

source; the date and time of the measurements, and a signature by the vessels weigh master certifying the measurements.

- f. The hard copy of the master log shall be made available for the review of the Engineer at his request.

3.02 PAYMENT

- A. Payment for quarry stone riprap material, measured as specified, will be made at the contract unit price per ton, which price shall include compensation for providing and furnishing all labor, materials, tools, equipment, and incidentals as shown on the plans and indicated in the specifications herein.
- B. At the direction of the Engineer for the purpose of District maintenance, the Contractor may be required to make incidental use of quarry stone riprap material for site repairs not specifically shown or otherwise designated on the plans. Payment for such incidental use of quarry stone riprap material, in place will be measured as specified and made by an approved Contract Change Order at unit price per ton.
- C. Full compensation for all costs incurred and work covered in this Section shall be included in the prices paid for as set forth in the Contractor's Bid and no additional or separate compensation will be made therefor.
- D. All delivery tickets, weigh master certificates, weigh bills, barge loading tags, or barge delivery tickets which are not correctly calculated, dated, identified, and signed by an authorized licensed weigh master or authorized representative during that day and shift, will not be accepted for payment and will be deducted from any invoice submitted for payment.
- E. The following quantities will not be paid for and such quantities will be deducted from the final total quantities:
 - 1. Quantities of material wasted or disposed of in a manner not called for under the Contract;
 - 2. Rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract;
 - 3. Material not unloaded from the transporting vehicle;
 - 4. Material placed outside the lines and grades indicated on the plans or established by the Engineer; and
 - 5. Material remaining on hand after completion of the work.
- F. No compensation will be allowed for hauling and disposing of rejected material.

END OF SECTION

Division 32
Exterior Improvements

32 11 23

Aggregate Base Course

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for aggregate base course

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 – Submittal Procedures

1.03 REFERENCES

- A. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³); 2012; E 2015.
- B. State of California Department of Transportation (Caltrans), Standard Specification 26 – Aggregate Bases; 2018.

1.04 DEFINITIONS

- A. Aggregate Base
 - 1. Aggregate base (AB) is well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction.
- B. Degree of Compaction
 - 1. Degree of compaction required is expressed as a percentage of the maximum laboratory dry density obtained by the test procedure presented in ASTM D1557 abbreviated as a percent of laboratory maximum dry density.

1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 - Submittal Procedures
 - 1. SD-03 Product Data
 - a. Plant, Equipment, and Tools
 - b. Waybills and Delivery Tickets
 - 2. SD-06 Test Reports
 - a. Sampling and Testing
 - b. Field Density Tests

PART 2 PRODUCTS

2.01 PLANT, EQUIPMENT, AND TOOLS

- A. All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. Submit a list of proposed equipment, including descriptive data. Provide adequate equipment having the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

2.02 MATERIALS

- A. Provide 3/4 inch maximum, Class 2 aggregate base conforming to Caltrans Standard Specification 26.

2.03 SOURCE QUALITY CONTROL

- A. Sampling
 - 1. Take the number and size of samples required to perform the following tests.
- B. Testing
 - 1. Perform one of each of the following tests for each material used. Provide additional test for each source change.

- a. Aggregate grading testing, in accordance with Caltrans Standard Specification 26.
- b. Aggregate quality testing, in accordance with Caltrans Standard Specification 26.
- c. Moisture-density relationship, in accordance with ASTM D1557

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. When the AB is constructed in more than one layer, clean the previously constructed layer of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Provide adequate drainage during the entire period of construction to prevent water from collecting or standing on the working area. Provide line and grade stakes as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.02 OPERATION OF AGGREGATE SOURCES

- A. Clearing, stripping, and excavating are the responsibility of the Contractor. Operate the aggregate sources to produce the quantity and quality of materials meeting the specified requirements in the specified time limit. Aggregate sources on private lands shall be conditioned in agreement with local laws or authorities.

3.03 STOCKPILING MATERIAL

- A. Clear and level storage sites prior to stockpiling of material. Stockpile all materials, including approved material available from excavation and grading, in the manner and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Engineer to prevent segregation. Materials obtained from different sources shall be stockpiled separately.

3.04 PREPARATION OF UNDERLYING COURSE

- A. Prior to constructing the base course(s), the underlying course or subgrade shall be cleaned of all foreign substances. At the time of construction of the base course(s), the underlying course shall contain no frozen material. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances. The underlying course shall conform to Section 31 00 00 Excavation and Fill. Ruts or soft yielding spots in the underlying courses, areas having inadequate compaction, and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density requirements. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the base course is placed.

3.05 INSTALLATION

- A. Placing
 - 1. Place the mixed material on the prepared subgrade or subbase in layers of uniform thickness with an approved spreader. When a compacted layer 6 inches or less in thickness is required, place the material in a single layer. When a compacted layer in excess of 6 inches is required, place the material in layers of equal thickness. No layer shall be thicker than 6 inches or thinner than 3 inches when compacted. The layers shall be so placed that when compacted they will be true to the grades or levels required with the least possible surface disturbance. Where the base course is placed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter by sweeping with power sweepers, power brooms, or hand brooms, as directed. Such adjustments in placing procedures or equipment shall be made as may be directed to obtain true grades, to minimize segregation and degradation, to adjust the water content, and to insure an acceptable base course.
- B. Grade Control

1. The finished and completed base course shall conform to the lines, grades, and cross sections shown. Underlying material(s) shall be excavated and prepared at sufficient depth for the required base course thickness so that the finished base course and the subsequent surface course will meet the designated grades.

C. Compaction

1. Compact each layer of the base course, as specified, with approved compaction equipment. Maintain water content during the compaction procedure to within plus or minus 2 percent of the optimum water content determined from laboratory tests as specified in this Section. Begin rolling at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not occur. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Continue compaction until each layer has a degree of compaction that is at least 95 percent of ASTM D1557 through the full depth of the layer. Make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory base course. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

D. Thickness

1. Construct the compacted thickness of the base course as indicated. No individual layer shall be thicker than 6 inches nor be thinner than 3 inches in compacted thickness. The total compacted thickness of the base course(s) shall be within 1/4 inch of the thickness indicated. Where the measured thickness is more than 1/4 inch deficient, correct such areas by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/4 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated.

E. Finishing

1. The surface of the top layer of base course shall be finished after final compaction by cutting any overbuild to grade and rolling with a steel-wheeled roller. Thin layers of material shall not be added to the top layer of base course to meet grade. If the elevation of the top layer of base course is 1/4 inch or more below grade, then the top layer should be scarified to a depth of at least 3 inches and new material shall be blended in and compacted to bring to grade. Adjustments to rolling and finishing procedures shall be made as directed to minimize segregation and degradation, obtain grades, maintain moisture content, and insure an acceptable base course. Should the surface become rough, corrugated, uneven in texture, or traffic marked prior to completion, the unsatisfactory portion shall be scarified, reworked and recompacted or it shall be replaced as directed.

F. Smoothness

1. The surface of the top layer shall show no deviations in excess of 3/8 inch when tested with a 12 foot straightedge. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting it to meet these specifications.

3.06 TRAFFIC

- A. Do not allow traffic on the completed base course.

3.07 MAINTENANCE

- A. Maintain the base course in a satisfactory condition until the full pavement section is completed and accepted. Maintenance shall include immediate repairs to any defects and shall be

repeated as often as necessary to keep the area intact. Any base course that is not paved over prior to the onset of winter, shall be retested to verify that it still complies with the requirements of this specification. Any area of base course that is damaged shall be reworked or replaced as necessary to comply with this specification.

3.08 DISPOSAL OF UNSATISFACTORY MATERIALS

- A. Dispose of any unsuitable materials that must be removed outside the limits of District-controlled land. No additional payments will be made for materials that must be replaced.

3.09 FIELD QUALITY CONTROL

- A. Sampling
 - 1. Take the number and size of samples required to perform the following tests.
- B. The Contractor shall employ a testing laboratory to perform other tests and to submit test reports
 - 1. Perform each of the following tests at the specified frequency.
 - a. In-place density, in accordance with ASTM D1556/D1556M or ASTM D6938.
 - 1) One in-place density test for every 50 cubic yards of completed material unless otherwise specified.
 - 2) Additionally, at least one test for each lift of material placed and material type.
 - 3) The horizontal locations of tests shall be randomly staggered in the material.
 - 4) Material not meeting the required specifications for in-place density shall be retested after additional compaction has been completed.

END OF SECTION

Permits

California Department of Fish and Wildlife
Streambed Alteration Agreement
EPIMS Notification No. YOL-30145-R2

Central Valley Regional Water Quality Control Board
Clear Water Act Section 401 Water Quality Certification and Order
Re. Meas. ID: 448392 and Place ID: 882078

Yolo Habitat Conservancy
Certificate of Inclusion
SPE-2022-04-04-COI

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION No. YOL-30145-R2
KNIGHTS LANDING RIDGE CUT

KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
KNIGHTS LANDING RIDGE CUT EROSION REPAIR PHASE 1 PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Knights Landing Ridge Drainage District (KLRDD) (Permittee) as represented by Meegan Nagy.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on [May 5, 2022](#) that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The project is located at Knights Landing Ridge Cut in the County of Yolo, State of California; from 38.759922, -121.694364 to 38.748697, -121.693189; Assessor's Parcel Numbers 057-080-08, 056-230-03, 057-010- 02, 056-230-11, 072-0231-102 and 072-0231-125.

Figure 1 shows the project location.

PROJECT DESCRIPTION

The objective of the project is to repair existing eroded areas along the Knights Landing Ridge Cut levees to stop streambank erosion. This project will be broken into two subphases: Phase 1A and Phase 1B.

For each phase, grasses and shrubs on the existing levee slope will be cut to ground level, leaving the root systems intact. Hydraulic excavators will be utilized at repair

locations to remove and reshape existing soil and to place rock slope protection (RSP). All excavated soil will be incorporated into the reshaping of the channel bank. The U.S. Army Corps of Engineers (USACE) previously identified continuous erosion along the approximate 4,100 feet length of the project area. Phase 1A will run approximately 2,200 feet long and approximately 25 feet wide. Phase 1B will run approximately 1,900 feet long and approximately 25 feet wide.

Depending upon water level in the channel, both Phase 1A and 1B may require in-water work, limited to installing up to one-ton RSP below the water line. In-water work will be conducted using land-based equipment. All disturbed areas will be seeded and returned to pre-project conditions.

A variety of earthmoving equipment such as excavators, bulldozers, and front-end loaders will be used. Water trucks, service trucks, and other typical construction vehicles will be present. Access to the site/staging area will occur along levee toe roads and along the levee crown.

Figure 2 shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by project activities; introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during the project; increase of bank erosion during the project; disturbance from project activity.

Phase 1A of the project will cause permanent impacts to 1.114-acre of Lacustrine and Riverine land cover and 0.286-acre to Ruderal land cover. Phase 1A will cause temporary impacts to 2.380-acre of Developed land cover, 0.002-acre of Lacustrine and Riverine land cover, and 7.729-acre of Ruderal land cover. Phase 1B of the project will cause permanent impacts to 0.681-acre of Lacustrine and Riverine land cover, 0.140-acre of Ruderal land cover, and 0.144-acre of Valley Foothill Riparian land cover. Phase 1B will cause temporary impacts to 2.498-acre of Developed land cover, 0.011-acre of Lacustrine and Riverine land cover, 7.540-acre of Ruderal land cover, and 0.076-acre of Valley Foothill Riparian land cover.

Figure 3 shows the project impacts.

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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the 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 this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND) (SCH No. 2021120109), and all associated documents adopted by the KLRDD as lead agency for the

project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then Permittee should comply with CEQA before the project commences.

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.

2.1 Work Period. Project activities covered under this Agreement occurring on land shall be confined to the period between May 1 and October 1 of the same calendar year during the term of this Agreement. *Revegetation, restoration, and implementation of erosion control efforts (as described in Measure 2.23) located outside of flowing water are not confined to this time period.*

2.1.1 In-Water Work Period. Unless approved by CDFW in writing, the period for completing work within the flowing channel shall be confined to the period between June 15 and September 15 of the same calendar year. CDFW reserves the right to restrict the work period further based upon the waterway conditions and/or species requirements.

2.2 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 (or for some other set period of time) by CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.

2.2.1 If Permittee needs more time to complete in-water project activities, contact R2LSA@wildlife.ca.gov and Hideaki (Shig) Kubo of CDFW's Wallace Weir Fish Salvage program, at hideaki.kubo@wildlife.ca.gov or 916-358-2900.

2.3 Designated Biologist. Unless otherwise approved by CDFW in writing, at least thirty (30) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a Designated Biologist. Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources

present at the project site. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

- 2.4 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the CDFW.
- 2.5 Biological Monitor(s). CDFW may authorize a monitor(s) (Biological Monitor) to assist in compliance efforts, under the direct supervision of the Designated Biologist(s). Unless otherwise approved by CDFW in writing, at least ten (10) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of Biological Monitor(s). Permittee shall obtain CDFW's written approval of the Biological Monitor(s) before starting Project activities. The Permittee is responsible for assuring that any Biological Monitor(s) is knowledgeable and experienced in the biology and natural history of the fish and wildlife species that may be present in the Project area and in implementation of avoidance and minimization measures required by this Agreement.
- 2.5.1 Biological Monitor Duties. Permittee shall provide a description of the Biological Monitor duties to CDFW for written approval at least thirty (30) days before initiating ground- or vegetation-disturbing activities.
- 2.6 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the

worksite offices and submitted as instructed in Contact Information section below. Email notification is preferred.

- 2.7 Demarcate Work Area and Access Boundaries. In consultation with the Designated Biologist, the Permittee shall demarcate the outer perimeter of the work area with stakes, flagging, ribbon, or equivalent to provide visual orientation of project work limits. Temporary fencing shall be used to demarcate environmentally sensitive areas to prevent damage to adjacent habitat. All forms of markings shall be in place prior to and during periods of operation. All persons employed or otherwise working on the project site shall be instructed by Permittee or Designated Biologist about the restrictions that the fencing and demarcation represents. Demarcation of the work area shall consider and avoid vegetation to the greatest extent possible. Vegetation shall not be removed or damaged beyond the work area without prior consultation and approval of a CDFW representative.
- 2.8 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.9 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.

Biological Resources

- 2.10 Leave Wildlife Unharmd. If any wildlife is encountered during the course of the project, said wildlife shall be allowed to leave the project area unharmd.
- 2.11 Special-Status Species encountered during work. If Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.12 Nesting Bird Survey. If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist within no greater than fifteen (15) calendar

days prior to the beginning of Project-related activities. The Designated Biologist shall survey a minimum radius of 500-feet (for migratory birds) and 1/2-mile (for raptors) around the Project area that can be accessed by Permittee. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.

2.12.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

2.12.2 Project Delay. If a lapse in project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.

2.12.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.13 Swainson's Hawk Survey. If Project activities are scheduled during the Swainson's hawk (*Buteo swainsoni*) nesting season (typically March 1 to September 30), a Designated Biologist approved by CDFW shall conduct a focused survey for active Swainson's hawk nests prior to beginning construction. The Designated Biologist shall follow *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (Swainson's Hawk Technical Advisory Committee, 2000) with the following changes: Nesting season surveys shall include one survey in period II, one in period III, and one survey fifteen (15) days before Project activities commence. The first survey during period II (March 20 to April 5) would allow for identification of stick nests before trees have produced dense foliage and sightings of Swainson's Hawk pairs in territories. The second survey would occur in Period III (April 5 to April 20) when Swainson's hawks are most easily observed in breeding behavior and nest building and when determination of an active nest site is most feasible. The final survey would be completed fifteen (15) days prior to vegetation removal and ground-disturbing activities. Surveys shall be conducted in all suitable Swainson's hawk nesting habitat within 500 feet of the Project Area. The results of the survey shall be provided to CDFW. If Swainson's hawk breeding activity is identified during any of the surveys or during Project activities, the qualified biologist may propose site specific revisions and/or additional measures to CDFW for review and written approval.

- 2.14 Western Pond Turtle Relocation Plan. As western pond turtle (*Actinemys marmorata*) is present at the project site, a site-specific avoidance, minimization, and/or relocation plan shall be prepared for review and approval by CDFW. Unless otherwise approved by CDFW in writing, this plan shall be submitted no sooner than 10 business days prior to starting project activities within the areas where species were discovered. All the measures included in the approved plan shall be implemented during project activities.
- 2.15 Giant Garter Snake Survey. The Designated Biologist shall survey areas of planned ground disturbance for burrows, soil cracks, and crevices that may be suitable for use by Giant garter snakes (*Thamnophis gigas*) when Project activities are planned within suitable terrestrial and aquatic habitat. Permittee shall ensure surveys are completed no more than 24 hours before conducting any ground-disturbing activity in terrestrial and aquatic habitat. The results of the survey shall be provided to CDFW prior to ground disturbing activities within Giant garter snake habitat.
- 2.16 Burrowing Owl Survey. The Designated Biologist shall survey the project area where suitable habitat occurs for Burrowing Owl (*Athene cunicularia*). The surveys shall be conducted in accordance with the *Staff Report on Burrow Owl Mitigation (California Department of Fish and Wildlife, March 7, 2012)* or the most recent scientifically based survey methods, approved in writing by CDFW. If individuals or nests are found, a passive relocation plan will be submitted to CDFW for review and approval ten (10) business days prior to ground-disturbing activity.
- 2.17 Inspect Areas Under Vehicles and Heavy Equipment. Areas under and around all vehicles and heavy equipment shall be inspected for the presence of wildlife before the start of each workday. Awareness training provided by the Designated Biologist includes emphasis on checking equipment to avoid harming all wildlife.
- 2.18 Escape Ramp in Trench. At the end of each workday, Permittee shall place an escape ramp in excavated deep-walled holes and trenches to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. Holes and trenches may be completely covered using plywood, steel plates, or similar material to avoid the placement of a ramp and to prevent wildlife entrapment. Holes and trenches shall be surveyed for trapped wildlife by the Designated Biologist prior to filling.
- 2.19 Fence and Signpost Considerations. Permittee shall cap the top opening or fill the three (3) holes on the top (e.g., with a bolt and nut), of any of u-channel posts, signs, or hollow vertical poles installed temporarily or permanently throughout the project to prevent the entrapment of wildlife.
- 2.20 Yolo Habitat Conservation Plan/ Natural Community Conservation Plan (HCP/NCCP) Avoidance and Minimization Measures (AMMs). The Permittee shall develop an Avoidance and Minimization Measures Plan, per section 4.2.2.5 of the

Yolo HCP/NCCP, and adhere to applicable AMMs that are required by the Yolo Habitat Conservancy and described in section 4.3 of the Yolo HCP/NCCP. Where AMMs of the Yolo HCP/NCCP are less protective or otherwise conflict with this Agreement, the measures set forth in this Agreement shall be implemented.

- 2.21 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Revegetation and Restoration

- 2.22 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities are completed for the particular section or phase.
- 2.23 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

Erosion Control/Stabilization

- 2.24 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.
- 2.24.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to

ensure maximum erosion and sediment control.

2.24.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

2.24.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.25 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

2.26 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

2.27 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

2.28 Heavy Equipment. No heavy equipment shall operate, or any excavation take place, in waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or

channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

- 2.29 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.30 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.31 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.32 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than 150 feet from or where they may not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing.
- 2.33 Building Material Storage. Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.34 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall

begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

- 2.35 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.36 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

Debris Materials and Waste

- 2.37 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.
- 2.38 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.
- 2.39 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.40 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

- 2.41 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located more than 150 feet from or where it may not pass into the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.
- 2.42 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Compensatory Mitigation for Loss of Habitat. Permanent and temporary impacts shall be mitigated by submitting a Yolo HCP/NCCP Application Form to the Yolo Habitat Conservancy. The application shall include a planning survey report and field-verified land cover map. When the Yolo Habitat Conservancy has verified the report, map, and application, the Permittee shall pay the appropriate Natural Community Land Cover fee through the Yolo HCP/NCCP. The fees shall fund mitigation that will offset the temporary alteration and loss of riparian and riverine habitat and biological values. Proof of Yolo Habitat Conservancy approval and compensatory mitigation fees paid shall be provided to CDFW for review and approval prior to the start of each project subphase.
- 3.1.1 For Phase 1A impacts, Permittee shall mitigate for 2.38-acre temporary impact to Developed land cover, 0.002-acre temporary impact to Lacustrine/Riverine land cover, 7.729-acre temporary impacts to Ruderal land cover; 1.114-acre permanent impact to Lacustrine/Riverine land cover, and 0.286-acre permanent impact to Ruderal land cover.
- 3.1.2 For Phase 1B impacts, Permittee shall mitigate for 2.498-acre temporary impact to Developed land cover, 0.011-acre temporary impact to Lacustrine/Riverine land cover, 7.540-acre impact to Ruderal land cover, 0.076-acre temporary

impact to Valley Foothill Riparian land cover, 0.681-acre permanent impact to Lacustrine/Riverine land cover, 0.140-acre permanent impact to Ruderal land cover, and 0.144-acre permanent impact to Valley Foothill Riparian.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be 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:

Meegan Nagy
Knights Landing Ridge Drainage District

PO Box 50
Grimes, California 95950
530-812-6269
mnagy@rd108.org

Contact:

Emily C. Mecke
2525 Warren Drive
Rocklin, California 95677
916-251-5119
emecke@ecorpc consulting.com

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. YOL-30145-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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 complying with, 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this 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 this 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 this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. 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 Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this 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 this 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 Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this 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 Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This 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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

- Figure 1. Project Location
- Figure 2. Project Plans
- Figure 3. Project Impacts

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.



California Department of
Fish and Wildlife

Permit Details

Permit: EPIMS-YOL-30145-R2 - Knights Landing Ridge Cut Erosion Repair Phase 1 - 2022

Status: Underway
Region: Region 2
Permittee Organization: Knights Landing Ridge Drainage District
CDFW Contact: Region 2 CDFW

Standard Agreement

Signature Page

This Standard Agreement is being issued to:

Meegan Nagy

Final Standard Agreement: EPIMS-YOL-30145-R2_Final_Draft_Agreement_coverletter.pdf
 Open and print the attached PDF file.

Exhibits

Exhibits 1	
Document Description:	EPIMS YOL-30145-R2 Final LSAA and Cover Letter
Document:	EPIMS-YOL-30145-R2_Final_Draft_Agreement_coverletter.pdf

Concurrence

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date: 08/17/2022
Permittee Electronic Signature: Meegan Nagy
First and Last Name
Date Signed: 08/17/2022

Department of Fish and Wildlife

CDFW Electronic Signature: Jennifer Garcia
CDFW Representative Title: Environmental Program Manager
Date Signed: 08/17/2022
Acting for:

Figure 1: Project Location

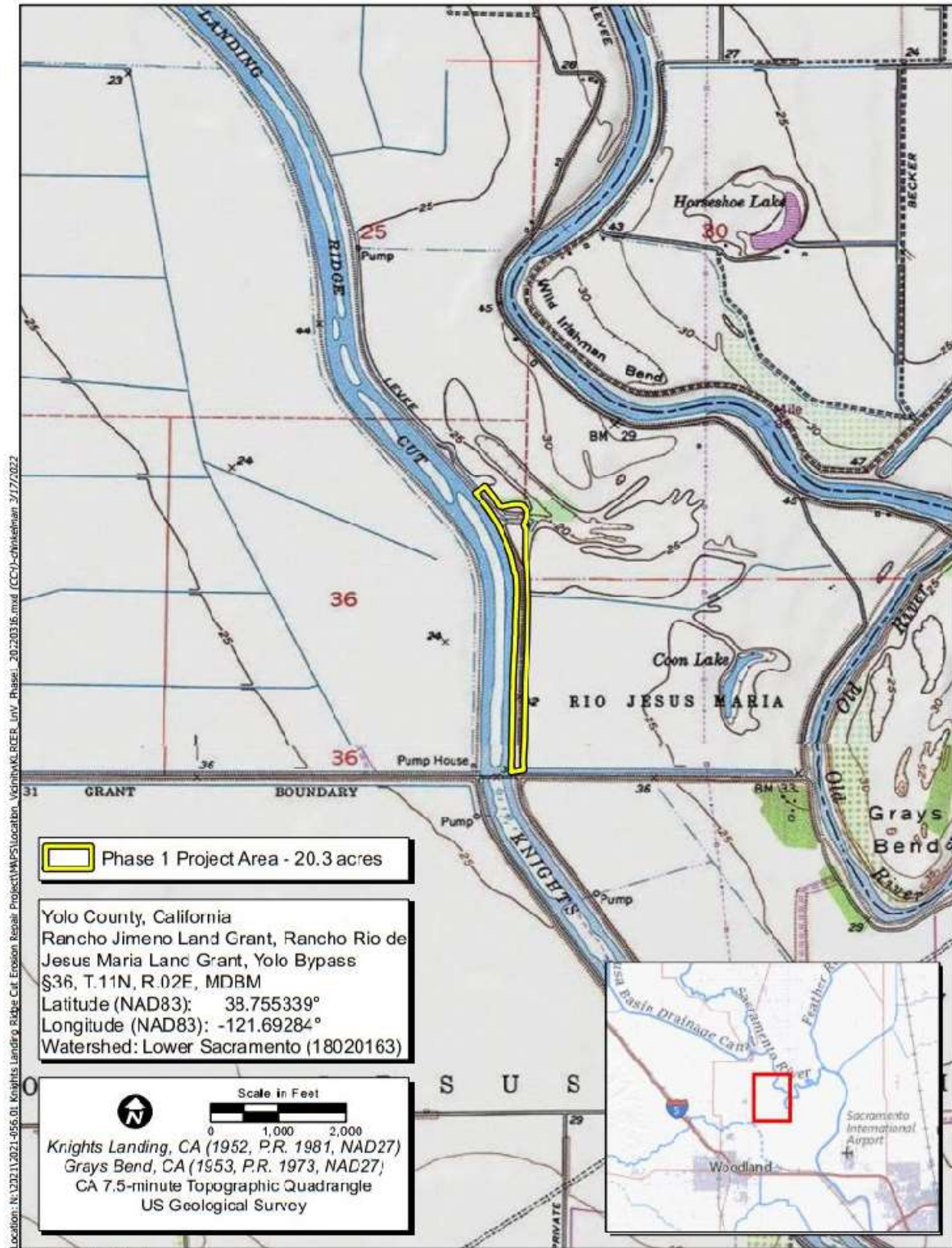
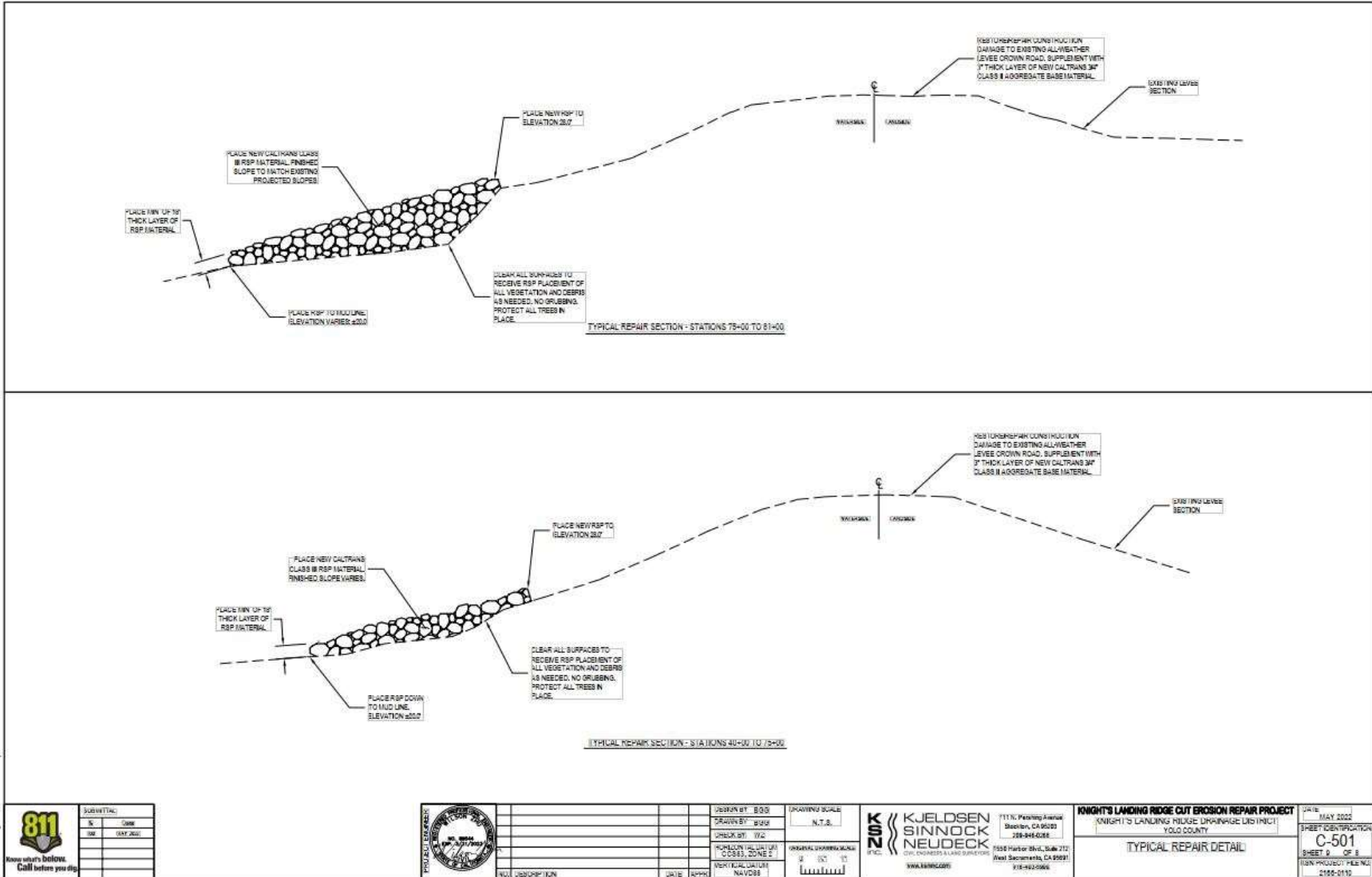


Figure 1. Project Location and Vicinity

2021-056.01 Knights Landing Ridge Cut Erosion Repair

Figure 2: Project Plans



FILE: S:\CADD\Projects\Knight's Landing_Ridge_Cut_Erosion_Repair\0110_Midge_Cut_Erosion_Repair\08_CAD_Plan\020_CAD\Sheet\01-01-Detail.dwg
 PLOT DATE: May 12, 2022 - 4:13pm

 Know what's below. Call before you dig.	SUBMITTING	
	NO.	DATE



PROJECT NUMBER	NO. 2020081010N	DATE	05/12/2022
DESIGN BY	BBB	CHECKED BY	gms
DRAWN BY	gms	CHECKED BY	gms
PROJECT NO.	776		
TITLE	TYPICAL REPAIR SECTION - STATIONS 40+00 TO 79+00		
SCALE	AS SHOWN		
DATE	05/12/2022		

DRAWING SCALE	N.T.S.
GENERAL CONTRACTOR	4 101 01

KJELSDEN SINNOCK NEUDECK
 CIVIL ENGINEERS & LAND SURVEYORS
 WWW.KSNINC.COM
 711 N. Peckling Avenue
 Stockton, CA 95203
 209-946-0384
 1535 Harbor Blvd, Suite 215
 West Sacramento, CA 95691
 916-922-5966

KNIGHT'S LANDING RIDGE CUT EROSION REPAIR PROJECT
 KNIGHT'S LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY
TYPICAL REPAIR DETAIL

DATE	MAY 2022
SHEET IDENTIFICATION	C-501
SHEET # OF #	8 OF 8
ISSN PROJECT FILE NO.	2100-0110

Figure 3a: Project Impacts

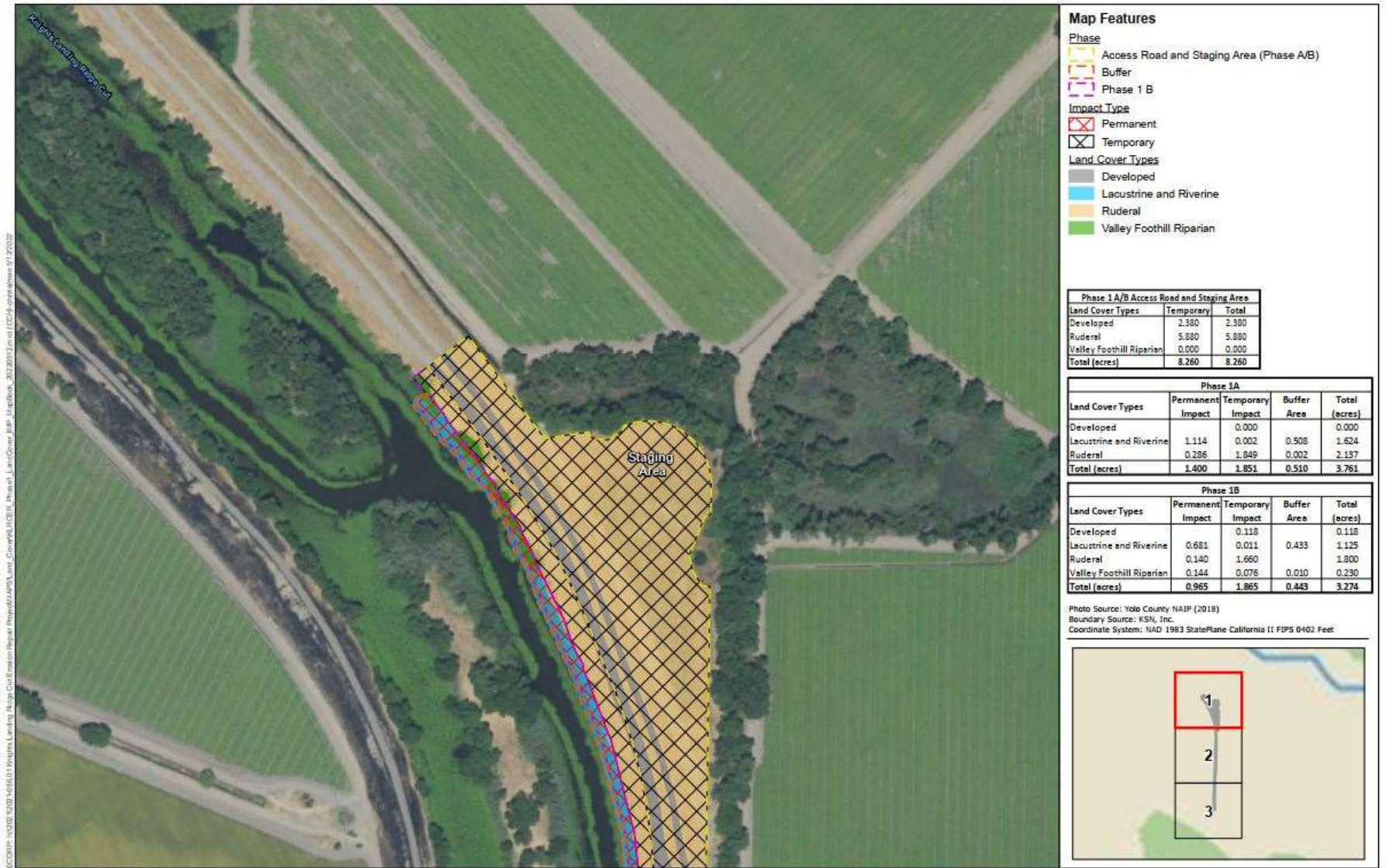


Figure 2. Impacts to Yolo HCP/NCCP Land Cover

2021-056.01 Knights Landing Ridge Cut Erosion Repair

ECORP: H:\2021-056.01 Knights Landing Ridge Cut Erosion Repair\Project\Map\Phase1B_LandCover_MRP_AerialBook_20210512.mxd\222\4-where\where 5/1/2022

Figure 3b: Project Impacts



Figure 2. Impacts to Yolo HCP/NCCP Land Cover

2021-056.01 Knights Landing Ridge Cut Erosion Repair

Figure 3c: Project Impacts



Figure 2. Impacts to Yolo HCP/NCCP Land Cover

2021-056.01 Knights Landing Ridge Cut Erosion Repair



Central Valley Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date:	5 August 2022	Reg. Meas. ID: 448392 Place ID: 882078 WDID No.: 5A57CR00205 USACE No.: SPK-2022-00092 NWP-31
Expiration Date:	4 August 2027	
Program Type:	Fill/Excavation	
Project Type:	Non-Restoration Bank Stabilization	
Project:	Knight's Landing Ridge Cut Erosion Repair – Phase 1 Project (Project)	
Applicant:	Knights Landing Ridge Drainage District	
Applicant Contact:	Meegan Nagy Knights Landing Ridge Drainage District 975 Wilson Bend Road, P.O. Box 50 Grimes, CA 95950 Phone: (530) 812-6269 Email: mnagy@rd108.org	
Applicant's Agent:	Emily Mecke ECORP Consulting, Inc. 2525 Warren Drive Rocklin, CA 95677 Phone: (916) 782-9100 Email: emecke@ecorpconsulting.com	
Water Board Staff:	Shawn Agarwal Environmental Scientist 11020 Sun Center Drive, Suite 200 Rancho Cordova, CA 95670 Phone: (916) 464-4849 Email: Shawn.Agarwal@waterboards.ca.gov	

Water Board Contact Person: If you have any questions, please call Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board) Staff listed above or (916) 464-3291 and ask to speak with the Water Quality Certification Unit Supervisor.

MARK BRADFORD, CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

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I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Knights Landing Ridge Drainage District (hereinafter Permittee) for the Project. This Order is for the purpose described in application submitted by the Permittee. The application was received on 19 May 2022. The application was deemed complete on 13 July 2022.

II. Public Notice

The Central Valley Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from 1 July 2022 to 22 July 2022.

III. Project Purpose

The purpose of the Project is to repair portions Knights Landing Ridge Cut (KLRC) levees, to avoid streambank erosion that threatens the integrity of KLRC levee system. The KLRC is a human-made leveed drainage channel constructed in 1914 and completed by 1925 by local parties to relieve flooding in the Colusa Basin. The KLRC conveys flows from the Colusa Drain to the Yolo Bypass.

IV. Project Description

The Project will occur in two subphases: Phase 1A and Phase 1B. Phase 1A repairs will begin at County Road 16 and run approximately 2,200 feet along the levee from levee stations 40+00 to 62+00. Phase 1B will continue the repairs another approximately 1,900 feet from levee stations 62+00 to 81+00. The construction for each subphase will take approximately 60 days and is anticipated to be implemented between August and October 2022.

Erosion repairs will include placing quarry stone or rock slope protection (RSP) along eroded sections of the waterside landside toe. Placement of RSP would be limited to an area between 20 and 30 feet wide along the eastern bank of the KLRC.

Prior to RSP placement, vegetation will be mowed and/or masticated. The existing slope will be cleared of vegetation down to the ground surface (with the exception of trees greater than 4-inch diameter at standard height). No grubbing will be done to remove existing root systems. RSP will be placed directly on top of cleared areas. Revegetation will occur as the existing vegetation reestablishes through the voids in the RSP over time.

Repair work will be planned during times when the water level is naturally low. However, in-water work may be required if water levels in KLRC are above the proposed work area. If required, in-water work would include installing RSP below the water line using land-based methods and equipment, and may install silt curtains within the canal using a small boat.

RSP material will be trucked in and either stockpiled in the designated staging area, or on the levee crown road adjacent to the vicinity of the work. RSP will be placed into eroded areas by utilizing a combination of excavators, loaders, and a bulldozer.

V. Project Location

Address: Located off County Road 116

County: Yolo

Assessor's Parcel Number(s): 057-080-08, 056-230-03, 057-010-02, 056-230-11

Nearest City: Knights Landing

Section 36, Township 11 North, Range 02 East, MDB&M.

Latitude: 38.75629° and Longitude: -121.69293°

Maps showing the Project location are found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Central Valley Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan). The plan for the region and other plans and policies may be accessed at the [State Water Resources Control Board's Plans and Policies Web page](http://www.waterboards.ca.gov/plans_policies/) (http://www.waterboards.ca.gov/plans_policies/). The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information can be found in Attachment B. Table 1 of Attachment B shows the receiving waters and beneficial uses of waters of the state impacted by the Project. Individual impact location and quantity is shown in Table 2 of Attachment B.

VII. Description of Direct Impacts to Waters of the State

Total Project fill/excavation quantities for all impacts are summarized in Tables 1 and 2. Permanent impacts are categorized as those resulting in a physical loss in area.

Table 1: Total Project Fill/Excavation Quantity for Temporary Impacts¹

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	0.015		

Table 2: Total Project Fill/Excavation Quantity for Permanent Physical Loss of Area Impacts

Aquatic Resources Type	Acres	Cubic Yards	Linear Feet
Stream Channel	1.899	8,500	4,300

VIII. Description of Indirect Impacts to Waters of the State – Not Applicable

IX. Avoidance and Minimization

To minimize the potential effects of construction on water quality and resources, the Permittee shall implement all measures required as described in the Order. According to the Permittee, the following measures will be in place during construction activities to avoid, reduce, and minimize impacts to waters of the state:

- Erosion control measures will be implemented within an area, between waters of the U.S., and the outer edge of the staging and dewatering areas, prior to commencement of construction activities. Such erosion control measures will be properly maintained until construction is completed and the soils have been stabilized.
- The use fiber rolls or other appropriate erosion control method for erosion control that are certified by the California Department of Food and Agriculture as weed free. Seed mixtures applied for erosion control will not contain California Invasive Plant Council designated invasive species (Cal-IPC 2021) and will be composed of a KLRDD-approved seed mix.
- Trash generated onsite will be promptly and properly removed.
- Any fueling in the upland portion of the Project Area will use appropriate secondary containment techniques to prevent spills.

X. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation for direct impacts, described in section VII for permanent impacts.

¹ Includes only temporary direct impacts to waters of the state and does not include area of temporary disturbance which could result in a discharge to waters of the state. Temporary impacts, by definition, are restored to pre-project conditions and therefore do not include a physical loss of area or degradation of ecological condition.

XI. California Environmental Quality Act (CEQA)

On 28 February 2022, the Knights Landing Ridge Drainage District, as lead agency, adopted an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse (SCH) No. 2021120109) for the Project and filed a Notice of Determination (NOD) at the SCH on 28 February 2022. Pursuant to CEQA, the Central Valley Water Board has made Findings of Facts (Findings) which support the issuance of this Order and are included in Attachment C.

XII. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XIII. Fees Received

An application fee of \$2,417.00 was received on 23 May 2022. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as Category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator.

An additional fee of \$38,732.00 based on total Project impacts was received on 28 July 2022.

XIV. Conditions

The Central Valley Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the state shall not exceed quantities shown in Tables 1 and 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment D, including specifications for photo and map documentation during the Project. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment D, which must be signed by the Permittee or an authorized representative.

The Permittee must submit all notifications, submissions, materials, data, correspondence, and reports in a searchable Portable Document Format (PDF).

Documents less than 50 MB must be emailed to:
centralvalleysacramento@waterboards.ca.gov.

In the subject line of the email, include the Central Valley Water Board Contact, Project Name, and WDID No. Documents that are 50 MB or larger must be transferred to a disk and mailed to the Central Valley Water Board Contact.

1. Project Reporting

- a. **Monthly Reporting:** The Permittee must submit a Monthly Report to the Central Valley Water Board by the 15th day of each month beginning the month after the submittal of the Commencement of Construction Notification. Monthly reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.
- b. **Annual Reporting:** The Permittee shall submit an Annual Report each year on the 1st day of September, one year after the effective date of the Order. Annual reporting shall continue until the Central Valley Water Board issues a Notice of Project Complete Letter to the Permittee.

2. Project Status Notifications

- a. **Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities and corresponding Waste Discharge Identification Number (WDID No.) issued under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002).
- b. **Request for Notice of Completion of Discharges Letter:** The Permittee shall submit a Request for Notice of Completion of Discharges Letter following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Central Valley Water Board staff shall issue a Notice of Completion of Discharges Letter to the Permittee which will end the active discharge period.
- c. **Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Central Valley Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria. This request shall be submitted to Central Valley Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Central Valley Water Board

staff shall issue a Notice of Project Complete Letter to the Permittee which will end the post discharge monitoring period.

3. Conditional Notifications and Reports:

The following notifications and reports are required as appropriate.

a. Accidental Discharges of Hazardous Materials²:

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, Section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at:(800) 852-7550 or (916) 845-8911
 - Lastly, follow the required OES, procedures as set forth in the [Office of Emergency Services' Accidental Discharge Notification Web page](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf) (http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf).
- ii. Following notification to OES, the Permittee shall notify Central Valley Water Board, as soon as practicable (ideally within 24 hours). Notification may be delivered via written notice, email, or other verifiable means.
- iii. Within five (5) working days of notification to the Central Valley Water Board, the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards:

² "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Safety Code, Section 25501.)

The Permittee shall notify the Central Valley Water Board of any event causing a violation of compliance with water quality standards. Notification may be delivered via written notice, email, or other verifiable means.

- i. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work and Diversions:

- i. The Permittee shall notify the Central Valley Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be delivered via written notice, email, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to Central Valley Water Board staff.

d. Modifications to Project:

Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Central Valley Water Board staff if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform Central Valley Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the certification deviation section of this Order.

e. Transfer of Property Ownership:

This Order is not transferable in its entirety or in part to any person or organization except after notice to the Central Valley Water Board in accordance with the following terms:

- i. The Permittee must notify the Central Valley Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the Central Valley Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.
- ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.

f. Transfer of Long-Term BMP Maintenance:

If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the Central Valley Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the Central Valley Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring**1. General:**

If surface water is present continuous visual surface water monitoring shall be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Sampling is not required in a wetland where the entire wetland is being permanently filled, provided there is no outflow connecting the wetland to surface waters. The Permittee shall perform surface water sampling:

- a. when performing any in-water work;
- b. during the entire duration of temporary surface water diversions;
- c. in the event that the Project activities result in any materials reaching surface waters; or
- d. when any activities result in the creation of a visible plume in surface waters.

2. Accidental Discharges/Noncompliance:

Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Central Valley Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.

3. In-Water Work or Diversions:

During planned in-water work, dewatering activities, or during the installation of removal of temporary water diversions, any discharge(s) to waters of the state shall conform to the following water quality standards:

- a. Waters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses.
- b. Activities shall not cause turbidity increases in surface water to exceed:

- i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
- ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
- iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
- iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
- v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior permission of the Central Valley Water Board Executive Officer.

Sampling during in-water work or during the entire duration of temporary water diversions shall be conducted in accordance with Table 3 sampling parameters.³ The sampling requirements in Table 3 shall be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

The sampling frequency and/or monitoring locations may be modified for certain projects with written approval from Central Valley Water Board staff. An In-Water Work and Diversion Water Quality Monitoring Report, as described in Attachment D, shall be submitted within two weeks on initiation of in-water construction, and every two weeks thereafter. In reporting the data, the Permittee shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the Project complies with Order requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity

³ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, the method shall be approved by Central Valley Water Board staff. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the meter utilizes a U.S. EPA-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria in XIV.C.3.

If no sampling is required, the Permittee shall submit a written statement stating, "No sampling was required" within two weeks on initiation of in-water construction, and every two weeks thereafter.

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours
Visible construction related pollutants ⁴	Observations	Visual Inspections	Continuous throughout the construction period

D. Standard

1. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, Chapter 28, article 6 commencing with sections 3867-3869, inclusive. Additionally, the Central Valley Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Central Valley Water Board determines that: the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.

3. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.

⁴ Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

4. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any applicable Regional Water Board or any applicable State Water Board (collectively Water Boards) water quality control plan or policy. The source of any such discharge must be eliminated as soon as practicable.
3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order; and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
5. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program (MMRP) which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.
7. **Construction General Permit Requirement:** The Permittee shall obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment E of this Order.
 2. This Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & Wildlife Code, sections 2050-2097) or the federal Endangered Species Act (16 U.S.C. sections 1531-1544). If a “take” will result from any act authorized under this Order held by the Permittee, the Permittee must comply with the California Endangered Species Act and federal Endangers Species Act prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
 3. The Permittee shall grant Central Valley Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order.
 - d. Sample or monitor for the purposes of assuring Order compliance.
-

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake or Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's Lake or Streambed Alteration Agreement to the Central Valley Water Board immediately upon execution and prior to any discharge to waters of the state.

G. Construction

1. Dewatering

- a. The Permittee shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) must be developed prior to initiation of any water diversions. The Plan(s) shall include the proposed method and duration of diversion activities and include water quality monitoring conducted, as described in section XIV.C.3, during the entire duration of dewatering and diversion activities. The Plan(s) must be consistent with this Order and must be made available to the Central Valley Water Board staff upon request.
- b. For any temporary dam or other artificial obstruction being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream, to maintain beneficial uses of waters of the state below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate section XIV.C.3.
- c. The temporary dam or other artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
- d. If water is present, the area must be dewatered prior to start of work.
- e. No dewatering will occur within the Project area.
- f. This Order does not allow permanent water diversion of flow from the receiving water. This Order is invalid if any water is permanently diverted as a part of the project.

- g. The Permittee shall work with the Central Valley Water Board to obtain coverage under an NPDES permit for dewatering activities that result in discharges into surface water. The Permittee shall work with the Central Valley Water Board to obtain coverage under Waste Discharge Requirements (WDRs) for dewatering activities that result in discharges to land.
- 2. Directional Drilling – Not Applicable**
 - 3. Dredging – Not Applicable**
 - 4. Fugitive Dust**

Dust abatement activities can cause discharges of sediment to streams and uplands through application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Central Valley Water Board staff.
- 4. Good Site Management “Housekeeping”**
 - a. The Permittee shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence. The Plan must be made available to the Central Valley Water Board staff upon request.
 - b. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Permittee must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
 - c. All materials resulting from the Project shall be removed from the site and disposed of properly.
-

5. Hazardous Materials

- a. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete or the washing thereof, asphalt, paint, coating material, drilling fluids, or other substances potentially hazardous to fish and wildlife resulting from or disturbed by project-related activities is prohibited and shall be prevented from contaminating the soil and/or entering waters of the state. In the event of a prohibited discharge, the Permittee shall comply with notification requirements in sections XIV.B.3.a and XIV.B.3.b.
- b. No wet concrete will be placed into stream channel habitat.

6. Invasive Species and Soil Borne Pathogens

Prior to arrival at the project site and prior to leaving the project site, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spread of noxious weeds.

7. Post-Construction Storm Water Management – Not Applicable

8. Roads

- a. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
- b. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
- c. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
- d. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in California Fish and Game Code section 45) exist or may exist, must be designed, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.

- e. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

9. Sediment Control

- a. Except for activities permitted by the United States Army Corps of Engineers under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
- b. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the state through the entire duration of the Project.
- c. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the Project area.

10. Special Status Species

- a. The following Special Status Species may be present within the Project site: Valley elderberry longhorn beetle, Giant garter snake, Swainson's hawk, and Tricolored blackbird.

11. Stabilization/Erosion Control

- a. All areas disturbed by Project activities shall be protected from washout and erosion.
- b. Hydroseeding shall be performed with California native seed mix.

12. Storm Water

- a. During the construction phase, the Permittee must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - i. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

1. The Permittee shall restore all areas of temporary impacts, including Project site upland areas, which could result in a discharge to waters of the state to pre-construction contours and conditions upon completion of construction activities.
2. If restoration of temporary impacts to waters of the state is not completed within 90 days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state.

K. Compensatory Mitigation for Permanent Impacts:

Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the state.

1. Final Compensatory Mitigation Plan:

The Permittee shall provide compensatory mitigation for impacts to waters of the state in accordance with Yolo County Habitat Conservation Plan and Natural Community Conservation Plan (HCP/NCCP) and incorporated herein by reference. Any deviations from, or revisions from the plan must be pre-approved by Central Valley Water Board staff. The monitoring period shall continue until the Central Valley Water Board staff determines that performance standards have been met. This may require the monitoring period to be extended.

2. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- a. A copy of the fully executed agreement for the payment of land conversion fees pursuant to the Yolo HCP/NCCP Development Fee Schedule shall be provided to the Central Valley Water Board prior to the initiation of in water work for each sub-phase (Phase 1A and Phase 1B).
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Central Valley Water Board staff has received documentation of the payment of land conversion fees.

3. Total Required Compensatory Mitigation

- a. The Permittee is required to provide compensatory mitigation for the authorized impact to 1.899 acres of Stream Channel by paying land conversion fees pursuant to the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan Development Fee Schedule. Payment of land conversion fees will occur prior to implementation of each sub-phase (Phase 1A and Phase 1B).
- b. Total required Project compensatory mitigation information for permanent physical loss of area is summarized in Table 4. [Establishment (Est.), Re-

establishment (Re-est.), Rehabilitation (Reh.), Enhancement (Enh.), Preservation (Pres.), Unknown].

Table 4: Total Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area

Aquatic Resource Type	Mitigation Type	Units	Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	In-Lieu Fee Credits	Acres						1.899

L. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water quality. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a “Certification Deviation” is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Central Valley Water Board has determined that any potential water quality impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the Order conditions or the Mitigated Negative Declaration such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

XV. Water Quality Certification

I hereby issue the Order for the Knight's Landing Ridge Cut Erosion Repair – Phase 1 Project, WDID#5A57CR00205, certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, section 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

Patrick Pulupa, Executive Officer
Central Valley Regional Water Quality Control Board

- Attachment A:** Project Maps
- Attachment B:** Receiving Waters, Impacts, and Mitigation Information
- Attachment C:** CEQA Findings of Facts
- Attachment D:** Report and Notification Requirements
- Attachment E:** Signatory Requirements
- Attachment F:** Certification Deviation Procedures
- Attachment G:** Compliance with Code of Federal Regulations

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Attachment A – Project Maps

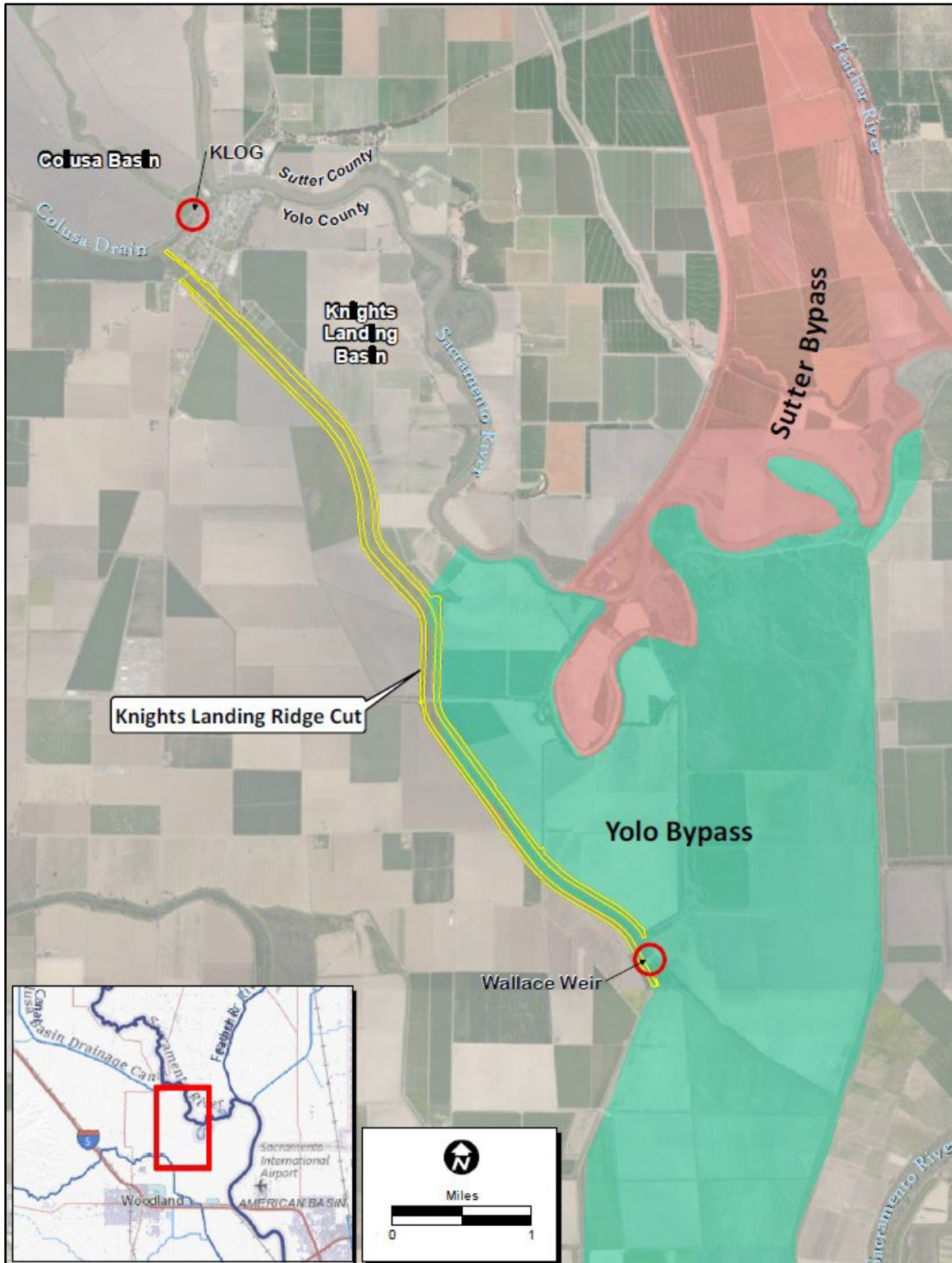


Figure 1: Project Vicinity and Location Map

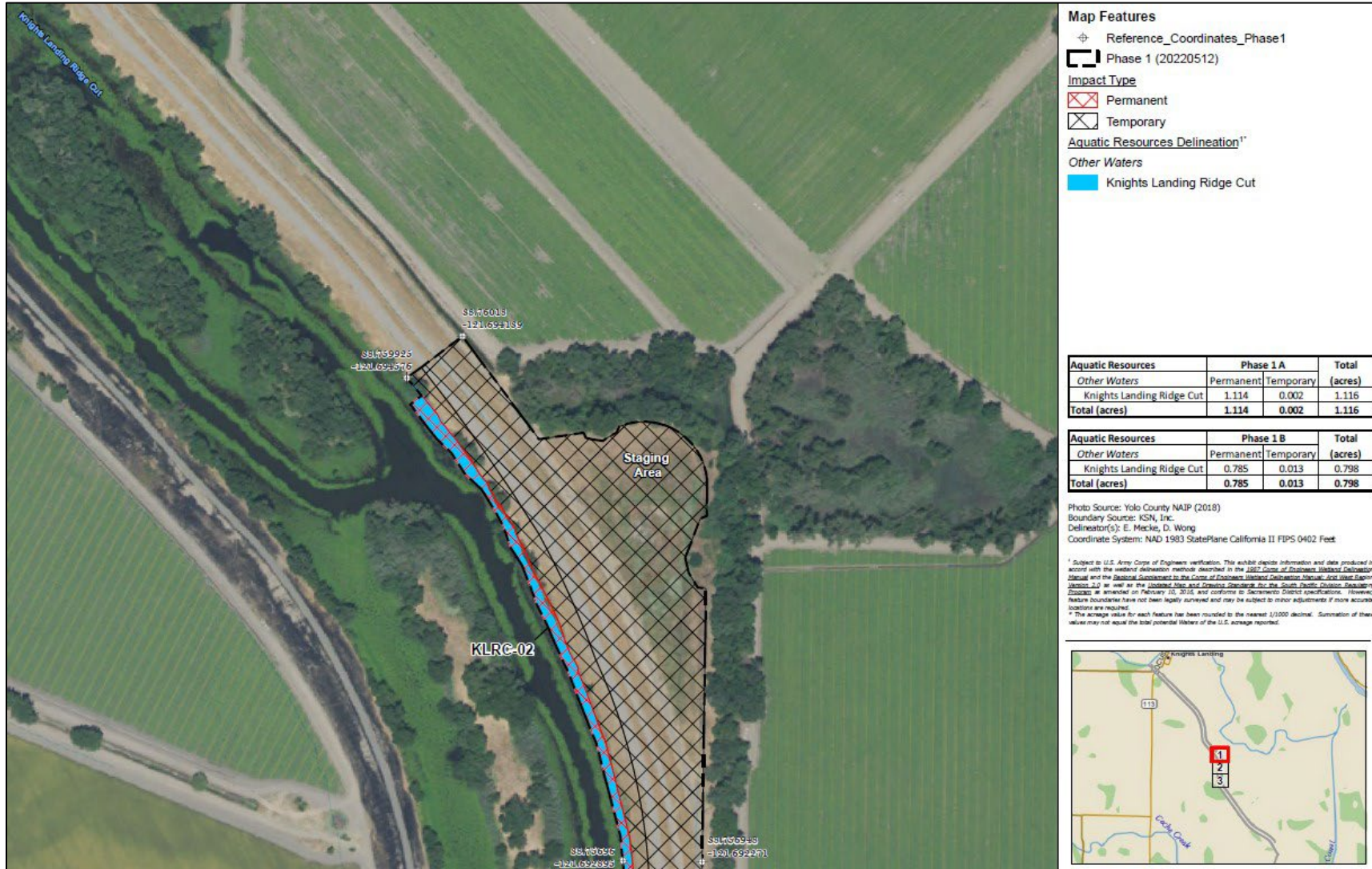


Figure 2: Project Impacts Map 1

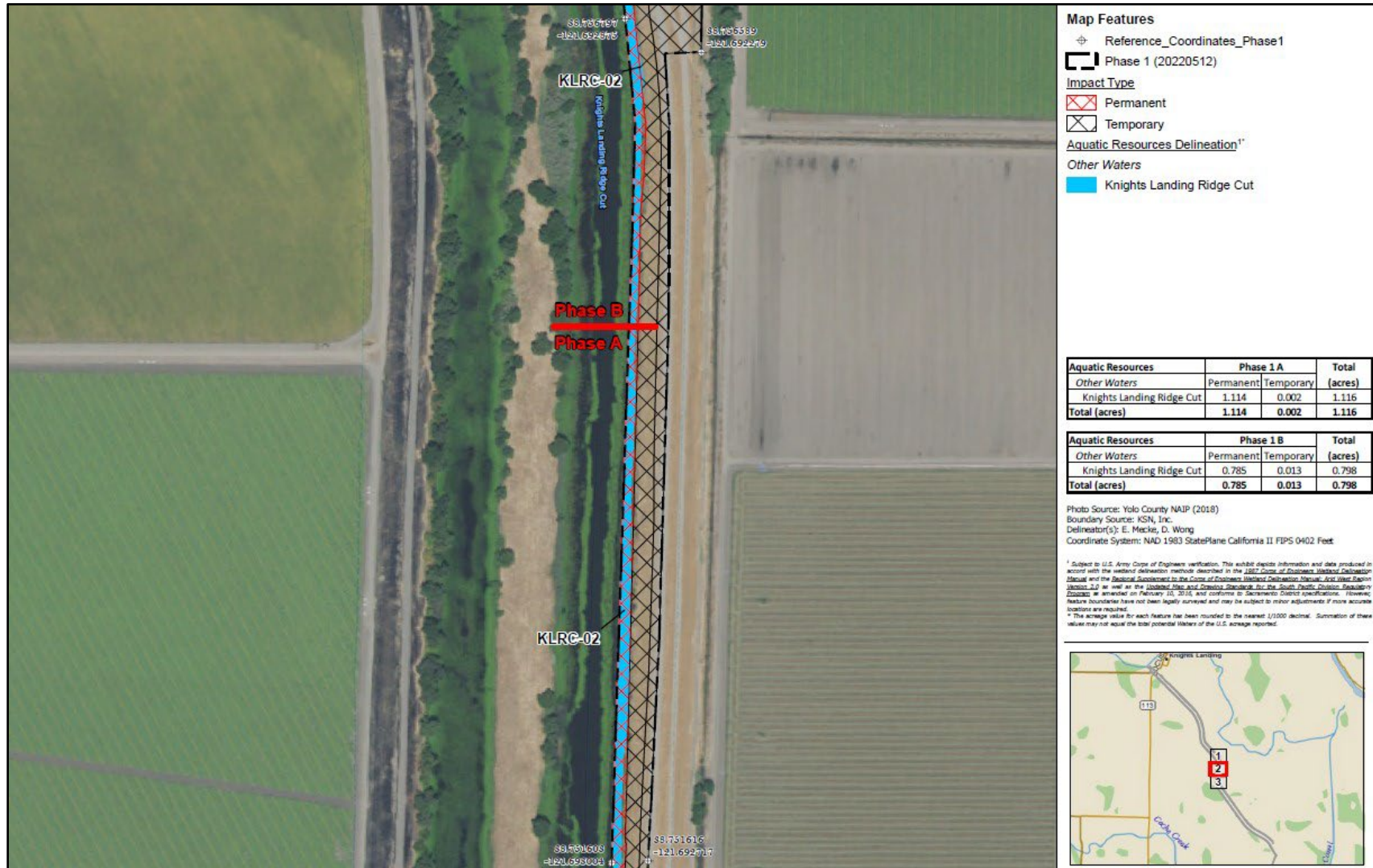


Figure 3: Project Impacts Map 2

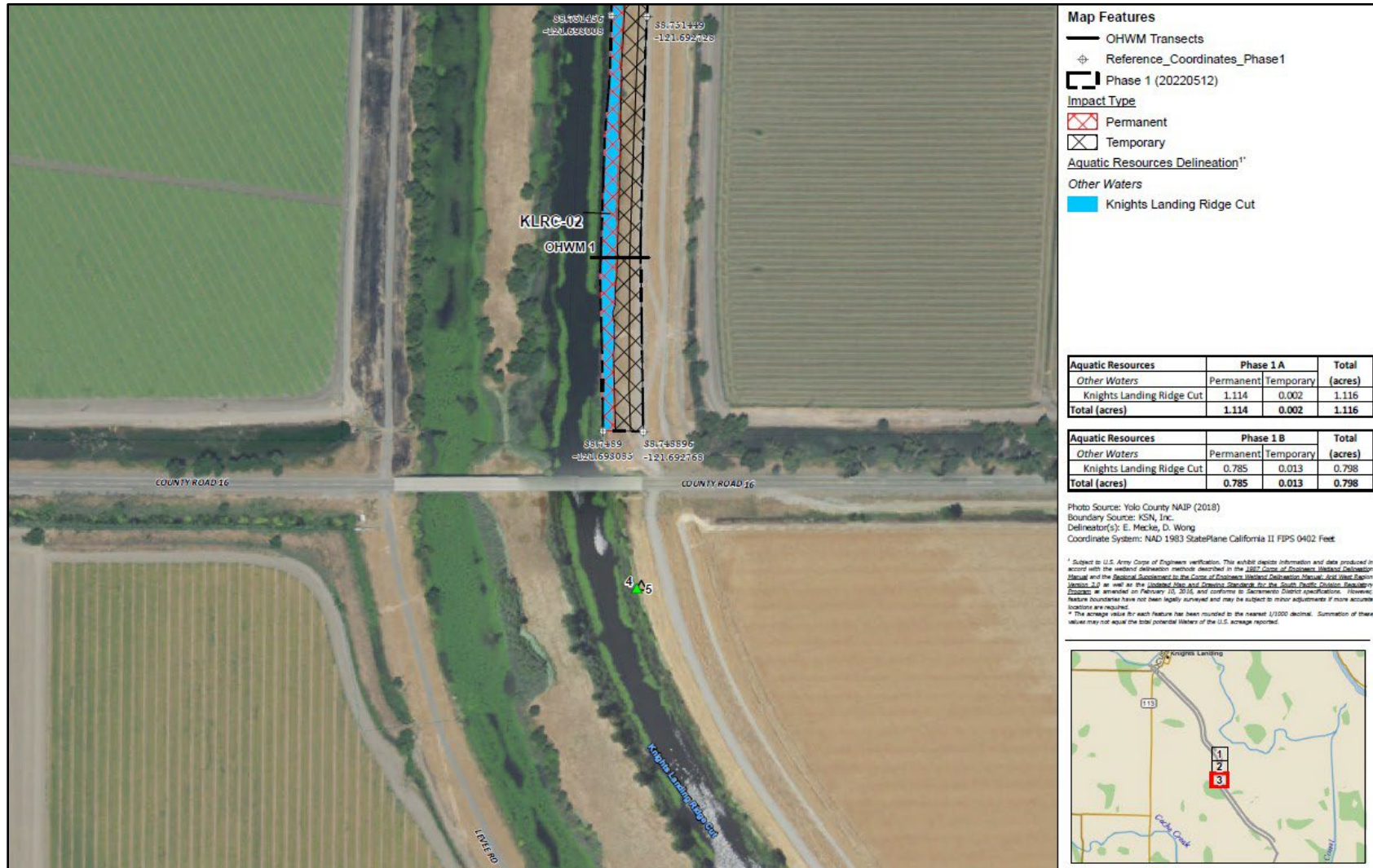


Figure 4: Project Impacts Map 3

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Attachment B – Receiving Waters, Impacts and Mitigation Information

The following table shows the receiving waters associated with each impact site.

Table 1: Receiving Water(s) Information

Impact Site ID	Waterbody Name	Impacted Aquatic Resources Type	Water Board Hydrologic Units	Receiving Waters	Receiving Waters Beneficial Uses	303d Listing Pollutant	California Rapid Assessment Method (CRAM) ID
Phase 1A	Knight's Landing Ridge Cut	Stream Channel	520.21	Knights Landing Ridge Cut	AGR, COLD, MIGR, MUN, NAV, REC1, REC2, SPWN, WARM, WILD	Dissolved Oxygen, Salinity	N/A
Phase 1B	Knight's Landing Ridge Cut	Stream Channel	520.21	Knights Landing Ridge Cut	AGR, COLD, MIGR, MUN, NAV, REC1, REC2, SPWN, WARM, WILD	Dissolved Oxygen, Salinity	N/A

Individual Direct Impact Locations

The following tables show individual impacts.

Table 2: Individual Temporary Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Phase 1A	38.75629°	-121.69293°	No	0.002		
Phase 1B	38.75629°	-121.69293°	No	0.013		

Table 3: Individual Permanent Fill/Excavation Impact Information

Impact Site ID	Latitude	Longitude	Indirect Impact Requiring Mitigation?	Acres	Cubic Yards	Linear Feet
Phase 1A	38.75629°	-121.69293°	No	1.114		
Phase 1B	38.75629°	-121.69293°	No	0.785		

Compensatory Mitigation Information

The following table(s) show individual compensatory mitigation information and locations.

In-Lieu Fee Compensatory Mitigation Information

Table 4: In-Lieu Fee Program

In-Lieu Fee Program Name:	Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (Yolo HCP/NCCP)
Website:	https://www.yolohabitatconservancy.org/
In-Lieu Fee Program Contact Name:	Charlie Tschudin
Phone:	530-666-8850
Email:	Charlie@yolohabitatconservancy.org
In-Lieu Fee Program Location - County:	Yolo
Latitude:	TBD
Longitude:	TBD

Table 5: Mitigation Type Information

Aquatic Resource Credit Type	Acres	Linear Feet	Number of Credits Purchased
Stream Channel	1.899		Not yet purchased

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Attachment C – CEQA Findings of Fact

A. Environmental Review

On 28 February 2022, the Knights Landing Ridge Drainage District, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) (State Clearinghouse (SCH) No. 2021120109) for the Project and filed a Notice of Determination (NOD) at the SCH on 28 February 2022. The Central Valley Water Board is a responsible agency under CEQA (Public Resources Code, section 21069) and in making its determinations and findings, must presume that Knights Landing Ridge Drainage District's adopted environmental document comports with the requirements of CEQA and is valid. (Public Resources Code, section 21167.3.) The Central Valley Water Board has reviewed and considered the environmental document and finds that the environmental document prepared by Knights Landing Ridge Drainage District addresses the Project's water resource impacts. (California Code of Regulations, title 14, section 15096, subd. (f).) The environmental document includes the mitigation monitoring and reporting program (MMRP) developed by Knights Landing Ridge Drainage District for all mitigation measures that have been adopted for the Project to reduce potential significant impacts. (Public Resources Code, section 21081.6, subd. (a)(1); California Code of Regulations, title 14, section 15074, subd. (d).)

B. Incorporation by Reference

Pursuant to CEQA, these Findings of Facts (Findings) support the issuance of this Order based on the Project IS/MND, the application for this Order, and other supplemental documentation.

All CEQA project impacts, including those discussed in subsection C below, are analyzed in detail in the Project Final IS/MND which is incorporated herein by reference. The Project IS/MND is available at:
<https://www.rd108.org/category/project-spotlight/>

Requirements under the purview of the Central Valley Water Board in the MMRP are incorporated herein by reference.

The Permittee's application for this Order, including all supplemental information provided, are incorporated herein by reference.

C. Findings

The IS/MND states that there are no potentially significant environmental effects to water resources after the mitigation measures imposed by the lead agency.

The IS/MND describes the potential significant environmental effects to water resources that were mitigated in the IS/MND. Having considered the whole of the record, including comments received during the public review process, the Central Valley Water Board makes the following findings:

Mitigation measures have been required in the Project which avoid or mitigate to a less than significant level the potentially significant environmental effect as described in the IS/MND.

a.i. Potential Significant Impact:

Sediment can be suspended in the water during levee repairs, including reconstructing levee slopes, placement of RSP above and below the water line, and riparian vegetation removal. Water quality in KLRC and Yolo Bypass receiving waters may be affected from Project construction activities when contaminants on the sediment particles are either dissolved or resuspended in the water. In-water operations may cause some degradation temporarily to surface waters as concentrations of turbidity, total suspended solids, and other wastes may increase and dissolved oxygen decrease as bank sediments are disturbed in the construction process.

a.ii. Facts in Support of Finding:

Construction could result in disturbance of more than one acre of land. Thus, compliance with the SWRCB general permit to discharge storm water associated with construction activity could be required. The general permit is known as the SWRCB, Order No. 2009-0009-DWQ (as amended by Orders 2010-0014-DWQ and 2012-006-DWQ), NPDES General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity (General Permit). A Notice of Intent would be required to be submitted for coverage under the General Permit and preparation of a SWPPP would be required.

A CWA Section 401 Water Quality Certification must be obtained from the Central Valley RWQCB prior to initiation of Project activities. A Water Quality Control Plan will be prepared and implemented for the Project as a requirement of the Section 401 Water Quality Certification. The RWQCB would review and approve the Water Quality Control Plan prior to construction, and would require water quality monitoring and sampling for constituents of concern that may include turbidity, settleable solids, dissolved oxygen, and pH during Project construction. The conditions of the Section 401 Water Quality Certification shall also be followed to ensure that applicable constituents of concern meet certain thresholds established by the RWQCB necessary to protect beneficial uses of the KLRC and downstream receiving waters.

D. Determination

The Central Valley Water Board has determined that the Project, when implemented in accordance with the MMRP and the conditions in this Order, will not result in any significant adverse water resource impacts. (California Code of Regulations, title 14, section 15096, subd (h).)

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Attachment D – Reports and Notification Requirements

I. Copies of this form

In order to identify your project, it is necessary to include a copy of the Project specific Cover Sheet below with your report; please retain for your records. If you need to obtain a copy of the Cover Sheet, you may download a copy of this Order as follows:

- A. [Central Valley Regional Water Quality Control Board's Adopted Orders Web page](https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
(https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/401_wqcerts/)
- B. Find your Order based on the County, Permittee, WDID No., and/or Project Name.

II. Report Submittal Instructions

- A. Check the box on the Report and Notification Cover Sheet next to the report or notification you are submitting. **(See your Order for specific reports required for your Project)**
 - **Part A (Monthly and Annual Reports):** These reports will be submitted monthly and annually until a Notice of Project Complete Letter is issued.
 - **Part B (Project Status Notifications):** Used to notify the Central Valley Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case by case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
- B. Sign the Report and Notification Cover Sheet and attach all information requested for the Report Type.
- C. Electronic Report Submittal Instructions:
 - Submit signed Report and Notification Cover Sheet and required information via email to: centralvalleysacramento@waterboards.ca.gov and cc: Shawn.Agarwal@waterboards.ca.gov.
 - Include in the subject line of the email:
ATTN: Shawn Agarwal; Project Name; and WDID No. 5A57CR00205.

III. Definition of Reporting Terms

A. Active Discharge Period:

The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a Notice of Completion of Discharges Letter or, if no post-construction monitoring is required, a Notice of Project Complete Letter. The Active Discharge Period includes all elements of the Project including site construction and restoration, and any Permittee responsible compensatory mitigation construction.

B. Request for Notice of Completion of Discharges Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that have post construction monitoring requirements, e.g. if site restoration was required to be monitored for 5 years following construction. Central Valley Water Board staff will review the request and send a Completion of Discharges Letter to the Permittee upon approval. This letter will initiate the post-discharge monitoring period.

C. Request for Notice of Project Complete Letter:

This request by the Permittee to the Central Valley Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards or have no post-construction monitoring requirements, and no further Project activities are planned. Central Valley Water Board staff will review the request and send a Project Complete Letter to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

D. Post-Discharge Monitoring Period:

The post-discharge monitoring period begins on the date of the Notice of Completion of Discharges Letter and ends on the date of the Notice of Project Complete Letter issued by the Central Valley Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.

E. Effective Date:

5 August 2022

IV. Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

A. Map Format Information:

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5-minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

B. Photo-Documentation:

Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

V. Report and Notification Cover Sheet

Project: Knight's Landing Ridge Cut Erosion Repair – Phase 1
Permittee: Knights Landing Ridge Drainage District
WDID: 5A57CR00205
Reg. Meas. ID: 448392
Place ID: 882078
Order Effective Date: 5 August 2022
Order Expiration Date: 4 August 2027

VI. Report Type Submitted

A. Part A – Project Reporting

Report Type 1 Monthly Report
Report Type 2 Annual Report

B. Part B – Project Status Notifications

Report Type 3 Commencement of Construction
Report Type 4 Request for Notice of Completion of Discharges Letter
Report Type 5 Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 6 Accidental Discharge of Hazardous Material Report
Report Type 7 Violation of Compliance with Water Quality Standards Report
Report Type 8 In-Water Work/Diversions Water Quality Monitoring Report
Report Type 9 Modifications to Project Report
Report Type 10 Transfer of Property Ownership Report
Report Type 11 Transfer of Long-Term BMP Maintenance Report

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name¹	Affiliation and Job Title
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Signature	Date
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¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Permittee's Signature	Date
------------------------------	-------------

*This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.
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A. Part A – Project Reporting

1. Report Type 1 - Monthly Report

- a. Report Purpose** - Notifies Central Valley Water Board staff of the Project status and environmental compliance activities on a monthly basis.
- b. When to Submit** – No later than the 15th day of each month after the submittal of the Commencement of Construction Notification until a Notice of Project Complete Letter is issued to the Permittee.

c. Report Contents -

i. Construction Summary

Describe Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water Best Management Practices (BMPs). Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control. If construction has not started, provide estimated start date.

ii. Event Summary

Describe distinct Project activities and occurrences, including environmental monitoring, surveys, and inspections.

iii. Photo Summary

Provide photos of Project activities. For each photo, include a unique site identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

iv. Compliance Summary

- List name and organization of environmental surveyors, monitors, and inspectors involved with monitoring environmental compliance for the reporting period.
- List associated monitoring reports for the reporting period.
- Summarize observed incidences of non-compliance, compliance issues, minor problems, or occurrences.
- Describe each observed incidence in detail. List monitor name and organization, date, location, type of incident, corrective action taken (if any), status, and resolution.

2. Report Type 2 - Annual Report

- a. **Report Purpose** - Notify the Central Valley Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
- b. **When to Submit** - Annual reports shall be submitted each year on the 1st day of September, one year after the effective date of this Order. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
- c. **Report Contents** - The contents of the annual report shall include the topics indicated below for each project period. Report contents are outlined in Annual Report Topics below.

During the Active Discharge Period

- **Topic 1: Construction Summary**
- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

During the Post-Discharge Monitoring Period

- **Topic 2: Mitigation for Temporary Impacts Status**
- **Topic 3: Compensatory Mitigation for Permanent Impacts Status**

- i. Annual Report Topic 1 - Construction Summary

When to Submit - With the annual report during the Active Discharge Period.

Report Contents - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.

- 1) Map showing general Project progress.
- 2) If applicable:
 - a) Summary of Conditional Notification and Report Types 6 and 7 (Part C below).
 - b) Summary of Certification Deviations. See Certification Deviation Attachment for further information.

- ii. Annual Report Topic 2 - Mitigation for Temporary Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents -

- 1) Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
- 2) If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
- iii. Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status

When to Submit - With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.

Report Contents - *If not applicable report N/A.

1) Part A. Permittee Responsible

- a) Planned date of initiation of compensatory mitigation site installation.
- b) If installation is in progress, a map of what has been completed to date.
- c) If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

2) Part B. Mitigation Bank or In-Lieu Fee

- a) Status or proof of purchase of credit types and quantities.
- b) Include the name of bank/ILF Program and contact information.
- c) If ILF, location of project and type if known.

B. Part B – Project Status Notifications

1. Report Type 3 - Commencement of Construction

- a. **Report Purpose** - Notify Central Valley Water Board staff prior to the start of construction.
- b. **When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
- c. **Report Contents** -
 - i. Date of commencement of construction.
 - ii. Anticipated date when discharges to waters of the state will occur.
 - iii. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.

- iv. Construction Storm Water General Permit WDID No.
- v. Proof of purchase of compensatory mitigation for permanent impacts from the mitigation bank or in-lieu fee program.

2. Report Type 4 - Request for Notice of Completion of Discharges Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project construction activities.
- c. Report Contents** -
 - i. Status of storm water Notice of Termination(s), if applicable.
 - ii. Status of post-construction storm water BMP installation.
 - iii. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized.
 - iv. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the state, if applicable.
 - v. An updated monitoring schedule for mitigation for temporary impacts to waters of the state and permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

3. Report Type 5 - Request for Notice of Project Complete Letter

- a. Report Purpose** - Notify Central Valley Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
- b. When to Submit** - Must be received by Central Valley Water Board staff within thirty (30) days following completion of all Project activities.
- c. Report Contents** -
 - i. Part A: Mitigation for Temporary Impacts
 - 1) A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
 - 2) A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.

- ii. Part B: Permittee Responsible Compensatory Mitigation
 - 1) A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
 - 2) Status on the implementation of the long-term maintenance and management plan and funding of endowment.
 - 3) Pre- and post-photo documentation of all compensatory mitigation sites.
 - 4) Final maps of all compensatory mitigation areas (including buffers).
- iii. Part C: Post-Construction Storm Water BMPs
 - 1) Date of storm water Notice of Termination(s), if applicable.
 - 2) Report status and functionality of all post-construction BMPs.
 - 3) Dates and report of visual post-construction inspection during the rainy season as indicated in XIV.C.4.

C. Part C – Conditional Notifications and Reports

1. Report Type 6 - Accidental Discharge of Hazardous Material Report

- a. **Report Purpose** - Notifies Central Valley Water Board staff that an accidental discharge of hazardous material has occurred.
- b. **When to Submit** - Within five (5) working days of notification to the Central Valley Water Board of an accidental discharge. Continue reporting as required by Central Valley Water Board staff.
- c. **Report Contents** -
 - i. The report shall include the OES Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - ii. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - iii. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

2. Report Type 7 - Violation of Compliance with Water Quality Standards Report

- a. **Report Purpose** - Notifies Central Valley Water Board staff that a violation of compliance with water quality standards has occurred.

b. When to Submit - At least 10 working days prior to the transfer of ownership.

c. Report Contents -

- i. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts:
 - 1) the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - 2) responsibility for compliance with any long-term BMP maintenance plan requirements in this Order. Best Management Practices (BMPs) is a term used to describe a type of water pollution or environmental control.
- ii. A statement that the Permittee has informed the purchaser to submit a written request to the Central Valley Water Board to be named as the permittee in a revised order.

6. Report Type 11 - Transfer of Long-Term BMP Maintenance Report

a. Report Purpose - Notifies Central Valley Water Board staff of transfer of long-term BMP maintenance responsibility.

b. When to Submit - At least 10 working days prior to the transfer of BMP maintenance responsibility.

c. Report Contents - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

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Attachment E – Signatory Requirements

All documents submitted in compliance with this Order shall meet the following signatory requirements:

- A.** All applications, reports, or information submitted to the Central Valley Water Quality Control Board (Central Valley Water Board) must be signed and certified as follows:
 - 1.** For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - 2.** For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - 3.** For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

- B.** A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - 1.** The authorization is made in writing by a person described in items 1.a through 1.c above.
 - 2.** The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - 3.** The written authorization is submitted to the Central Valley Water Board Staff Contact prior to submitting any documents listed in item 1 above.

- C.** Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

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Attachment F – Certification Deviation Procedures

I. Introduction

These procedures are put into place to preclude the need for Order amendments for minor changes in the Project routing or location. Minor changes or modifications in project activities are often required by the Permittee following start of construction. These deviations may potentially increase or decrease impacts to waters of the state. In such cases, a Certification Deviation, as defined in Section XIV.L. of the Order, may be requested by the Permittee as set forth below:

II. Process Steps

A. Who may apply:

The Permittee or the Permittee's duly authorized representative or agent (hereinafter, "Permittee") for this Order.

B. How to apply:

By letter or email to the 401 staff designated as the contact for this Order.

C. Certification Deviation Request:

The Permittee will request verification from the Central Valley Water Board staff that the project change qualifies as a Certification Deviation, as opposed to requiring an amendment to the Order. The request should:

1. Describe the Project change or modification:
 - a. Proposed activity description and purpose;
 - b. Why the proposed activity is considered minor in terms of impacts to waters of the state;
 - c. How the Project activity is currently addressed in the Order; and,
 - d. Why a Certification Deviation is necessary for the Project.
2. Describe location (latitude/longitude coordinates), the date(s) it will occur, as well as associated impact information (i.e., temporary or permanent, federal or non-federal jurisdiction, water body name/type, estimated impact area, etc.) and minimization measures to be implemented.
3. Provide all updated environmental survey information for the new impact area.
4. Provide a map that includes the activity boundaries with photos of the site.
5. Provide verification of any mitigation needed according to the Order conditions.
6. Provide verification from the CEQA Lead Agency that the proposed changes or modifications do not trigger the need for a subsequent environmental

document, an addendum to the environmental document, or a supplemental EIR. (Cal. Code Regs., tit. 14, §§ 15162-15164.)

D. Post-Discharge Certification Deviation Reporting:

1. Within 30 calendar days of completing the approved Certification Deviation activity, the Permittee will provide a post-discharge activity report that includes the following information:
 - a. Activity description and purpose;
 - b. Activity location, start date, and completion date;
 - c. Erosion control and pollution prevention measures applied;
 - d. The net change in impact area by water body type(s) in acres, linear feet and cubic yards;
 - e. Mitigation plan, if applicable; and,
 - f. Map of activity location and boundaries; post-construction photos.

E. Annual Summary Deviation Report:

1. Until a Notice of Completion of Discharges Letter or Notice of Project Complete Letter is issued, include in the Annual Project Report (see Construction Notification and Reporting attachment) a compilation of all Certification Deviation activities through the reporting period with the following information:
 - a. Site name(s);
 - b. Date(s) of Certification Deviation approval;
 - c. Location(s) of authorized activities;
 - d. Impact area(s) by water body type prior to activity in acres, linear feet and cubic yards, as originally authorized in the Order;
 - e. Actual impact area(s) by water body type in, acres, linear feet and cubic yards, due to Certification Deviation activity(ies);
 - f. The net change in impact area by water body type(s) in acres, linear feet and cubic yards; and
 - g. Mitigation to be provided (approved mitigation ratio and amount).

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**Attachment G - Compliance with Code of Federal Regulations,
Title 40, Section 121.7, Subdivision (d)**

The purpose of this Attachment is to comply with Code of Federal Regulations, title 40, section 121.7, subdivision (d), which requires all certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the certification will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. This Attachment uses the same organizational structure as Section XIV of the Order, and the statements below correspond with the conditions set forth in Section XIV. The other Order Sections are not "conditions" as used in Code of Federal Regulations, title 40, section 121.7.

I. General Justification for Section XIV Conditions

Pursuant to Clean Water Act section 401 and California Code of Regulations, title 23, section 3859, subdivision (a), the Central Valley Water Board, when issuing water quality certifications, may set forth conditions to ensure compliance with applicable water quality standards and other appropriate requirements of state law. Under California Water Code section 13160, the State Water Resources Control Board is authorized to issue water quality certifications under the Clean Water Act and has delegated this authority to the executive officers of the regional water quality controls boards for projects within the executive officer's region of jurisdiction. (California Code of Regulations, title 23, section 3838.)

The conditions within the Order are generally required pursuant to the Central Valley Water Board's Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fifth Edition, May 2018 (Basin Plan), which was adopted and is periodically revised pursuant to Water Code section 13240. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. For instance, the Basin Plan includes water quality objectives for chemical constituents, oil and grease, pH, sediment, suspended material, toxicity and turbidity, which ensure protection of beneficial uses.

The State Water Board's Antidegradation Policy, "Statement of Policy with Respect to Maintaining High Quality Waters in California," Resolution No. 68-16, requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. The Basin Plan incorporates this Policy. The state Antidegradation Policy incorporates the federal Antidegradation Policy (40 C.F.R. section 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected."

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures), adopted pursuant to Water Code sections 13140 and 13170, authorize approval of dredge or fill projects only if the demonstrations set forth in Section IV.B.1 of the Dredge or Fill Procedures have been satisfied.

California Code of Regulations, title 23, sections 3830 et seq. set forth state regulations pertaining to water quality certifications. In particular, section 3856 sets forth information that must be included in water quality certification requests, and section 3860 sets forth standard conditions that shall be included in all water quality certification actions.

Finally, Water Code sections 13267 and 13383 authorize the regional and state boards to establish monitoring and reporting requirements for persons discharging or proposing to discharge waste.

II. Specific Justification for Section XIV Conditions

A. Authorization

Authorization under the Order is granted based on the application submitted. The Permittee is required to detail the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

B. Reporting and Notification Requirements

1. Project Reporting

2. Project Status Notifications

The reporting and notification conditions under Sections B.1 and B.2 are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code

section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

3. Conditional Notifications and Reports

a. Accidental Discharges of Hazardous Materials

Conditions under Section B.3.a related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code. "Hazardous materials" is defined under Health and Safety Code section 25501. These reports related to accidental discharges ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible.

b. Violation of Compliance with Water Quality Standards

c. In-Water work and Diversions

Conditions under Section B.3.b and B.3.c related to monitoring and reporting on water quality standard compliance and in-water work and diversions are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable water quality objectives under the Basin Plan. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

d. Modifications to Project

Authorization under this Order is granted based on the application and supporting information submitted. Conditions under Section B.3.d are necessary to ensure that if there are modifications to the project, that the Order requirements remain applicable. The Permittee is required to detail

the scope of project impacts in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

e. Transfer of Property Ownership

f. Transfer of Long-Term BMP Maintenance

Authorization under this Order is granted based on the application information submitted, including identification of the legally responsible party. Conditions under Sections B.3.e and B.3.f are necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this Order. If not, the original discharger remains responsible for compliance with this Order. Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856.

C. Water Quality Monitoring

Conditions under Section C related to water quality monitoring are required to confirm that best management practices required under this Order are sufficient to protect beneficial uses and to comply with water quality objectives to protect those uses under the Basin Plan. Applicable water quality objectives and beneficial uses are identified in the Order. These monitoring requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other

recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

D. Standard

1. This Order is subject to modification or revocation

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(a). This condition places the permittee on notice that the certification action may be modified or revoked following administrative or judicial review.

2. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(b). This condition clarifies the scope of the certification’s application.

3. This Order is conditioned upon total payment of any fee

This is a standard condition that “shall be included as conditions of all water quality certification actions” pursuant to California Code of Regulations, title 23, section 3860(c). This fee requirement condition is also required pursuant to California Code of Regulations, section 3833(b).

E. General Compliance

1. Failure to comply with any condition of this Order

The condition under Section E.1 places the Permittee on notice of any violations of Order requirements. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates any water quality certification issued pursuant to Water Code section 13160 shall be liable civilly.

2. Permitted actions must not cause a violation of any applicable water quality standards

Conditions under Section E.2 related to compliance with water quality objectives and designated beneficial uses are required pursuant to the Central Valley Water Board’s Basin Plan. The Basin Plan’s water quality standards consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies. The Antidegradation Policy requires that the quality of existing high-quality water be maintained unless any change will be consistent with the maximum benefit to the people of the state, will not unreasonably affect present or anticipated future beneficial uses of such water, and will not result in water quality less than that prescribed in water quality control plans or policies. The Antidegradation Policy further requires best practicable treatment or control of the discharge necessary to assure

that pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained. Applicable beneficial uses and water quality objectives to protect those uses include the Chemical Constituents (Basin Plan, Section 3.1.3), Oil and Grease (Basin Plan, Section 3.1.10), pH (Basin Plan, Section 3.1.11), Sediment (Basin Plan, 3.1.15), Suspended Material (3.1.17), Toxicity (Basin Plan, 3.1.20), and Turbidity (Basin Plan, Section 3.1.21) water quality objectives.

3. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require

Conditions under Section E.3 related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Technical supports submitted pursuant to Water Code section 13267 are required to be submitted under penalty of perjury. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports

Authorization under the Order is granted based on the application and supporting information submitted. The Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Finally, compliance with conditions of the Order ensures that the Project will comply with all water quality standards and other appropriate requirements as detailed herein. (California Code of Regulations, title 23, section 3859, subdivision (a).)

5. This Order and all of its conditions herein continue to have full force and effect

This condition ensures continued compliance with applicable water quality standards and other appropriate requirements of state law. Notwithstanding any determinations by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, the Permittee must comply with the entirety of this certification because, pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ, this Order also serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act.

6. The Permittee shall adhere to all requirements in the mitigation monitoring and reporting program

This condition ensures mitigation measures required to lessen the significance of impacts to water quality identified pursuant to California Environmental Quality Act review are implemented and enforceable. Pursuant to California Code of Regulations, title 14, section 15097, subdivision (a), a public agency shall adopt a program for monitoring and reporting on mitigation measures imposed to mitigate or avoid significant environmental effects to ensure implementation.

7. Construction General Permit Requirement

Permittees are required to obtain coverage under National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002), as amended, for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres. This is required pursuant to Clean Water Act sections 301 and 402 which prohibit certain discharges of storm water containing pollutants except in compliance with an NPDES permit. (33 U.S.C. section 1311, and 1342(p); 40 C.F.R. parts 122, 123, and 124.)

F. Administrative

1. Signatory requirements for all document submittals

The condition for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Central Valley Water Board, under penalty of perjury, any technical or monitoring program reports as required by the Central Valley Water Board. The signatory requirements are consistent with 40 C.F.R. section 122.22.

2. This Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species

Pursuant to the California Endangered Species Act (Fish & Wildlife Code, sections 2050 et seq.) and federal Endangered Species Act (16 U.S.C. sections 1531 et set.), the Order does not authorize any act which results in the taking of a threatened, endangered, or candidate species. In the event a Permittee requires authorization from the state or federal authorities, California Code of Regulations, title 23, section 3856(e), requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

3. The Permittee shall grant Central Valley Water Board staff

The condition related to site access requirements is authorized pursuant to the Central Valley Water Board's authority to investigate the quality of any waters of the state within its region under Water Code section 13267 and 13383. Water Code section 13267, subdivision (c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with." Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

5. A copy of this Order must be available at the Project site(s) during construction . . .

This Condition ensures any agent of the Permittee is aware of Order requirements. Such conditions within the Order are necessary to ensure that all activities will comply with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and cannot be adhered to if the Permittees' agents are unaware of applicable requirements. These conditions are necessary to ensure compliance with applicable water quality

objectives and protection of beneficial uses found in the Basin Plan, adopted pursuant to Water Code section 13240, and detailed in the Order.

6. Lake or Streambed Alteration Agreement

This condition is required pursuant to California Code of Regulations, title 23, section 3856, subdivision (e), which requires that copies be provided to the Central Valley Water Board of "any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included."

G. Construction

1. Dewatering

Conditions related to dewatering and diversions ensure protection of beneficial uses during construction activities. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality consistent with the Basin Plan and Antidegradation Policy. Further and consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. Finally, dewatering activities may require a Clean Water Act section 402 permit or separate Waste Discharge Requirements under Water Code section 13263 for dewatering activities that result in discharges to land.

Conditions related to water rights permits are required pursuant to California Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

Conditions related to monitoring and reporting are required to provide the Central Valley Water Board necessary project information and oversight to ensure project discharges are complying with applicable Basin Plan requirements. These monitoring and reporting requirements are consistent with the Central Valley Water Board's authority to investigate the quality of any waters of the state and require necessary monitoring and reporting pursuant to Water Code sections 13267 and 13383. Water Code section 13267 authorizes the regional boards to require any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste to provide technical or monitoring program reports required by the regional board. Water Code section 13383 authorizes the regional boards to establish monitoring, inspection, entry, reporting, and other recordkeeping requirements, as authorized by Water

Code section 13160, for any person who discharges, or proposes to discharge, to navigable waters.

2. Directional Drilling – Not Applicable

3. Dredging – Not Applicable

4. Fugitive Dust

This condition is required to assure that the discharge from the Project will comply with water quality objectives established for surface waters, including for chemical constituents and toxicity. (Basin Plan, Sections 3.1.3 & 3.1.20.) Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state and do not adversely affect beneficial uses. (Basin Plan, Section 2.1; Dredge or Fill Procedures, Section IV.B.1.)

5. Good Site Management “Housekeeping”

Conditions related to site management require best practices to prevent, minimize, and/or clean up potential construction spills, including from construction equipment. For instance, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state in violation of water quality standards, including the toxicity and floating material water quality objectives. (Basin Plan, Sections 3.1.7 & 3.1.20.) This condition is also required pursuant to Water Code section 13264, which prohibits any discharge that is not specifically authorized in this Order. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters; or violate water quality standards.

6. Hazardous Materials

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with applicable water quality objectives under the Basin Plan, adopted under section 13240 of the Water Code, including the narrative toxicity and chemical constituents water quality objectives. (Basin Plan, Sections 3.1.3, 3.1.20.) Further, conditions related to concrete/cement are required pursuant to the Basin Plan's pH water quality objective. (Basin Plan, Section 3.1.11.)

7. Invasive Species and Soil Borne Pathogens

Conditions related to invasive species and soil borne pathogens are required to ensure that discharges will not violate any water quality objectives under the Basin Plan, adopted under Water Code section 13240 of the Water Code. Invasive species and soil borne pathogens adversely affect beneficial uses designated in the Basin Plan, such as rare, threatened, or endangered species; wildlife habitat; and preservation of biological habitats of special significance. (See Basin Plan, Section 2.1.) Among other requirements,

Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

8. Post-Construction Storm Water Management

Conditions related to post-construction stormwater management are required to comply with the Basin Plan and to assure that the discharge complies with applicable water quality objectives. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the conditions will assure compliance with water quality objectives including for floating material, sediment, turbidity, temperature, suspended material, and settleable material. (Basin Plan, Sections 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

9. Roads

These conditions are required to assure that discharges will comply with water quality standards within the Basin Plan. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. (Basin Plan, Sections 3.1.10, 3.1.11, 3.1.15, 3.1.16, 3.1.19, 3.1.21.) Further, these conditions are required to assure that they do not result in adverse impacts related to hydromodification or create barriers to fish passage and spawning activities. Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

10. Sediment Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment and turbidity. (Basin Plan, Sections 3.1.15 & 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

11. Special Status Species

See F.2 above.

12. Stabilization/Erosion Control

Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Basin Plan, including for sediment. (Basin Plan, Section 3.1.15.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not contribute to a net loss of the overall abundance, diversity, and condition of aquatic resources; cause or contribute to a degradation of waters; or violate water quality standards.

13. Storm Water

Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices described in the condition will assure compliance with water quality objectives including chemical constituents, floating material, sediment, turbidity, temperature, suspended material, and settleable material within the Basin Plan. (Basin Plan, Sections 3.1.1, 3.1.7, 3.1.15, 3.1.16, 3.1.17, 3.1.19, 3.1.21.) Among other requirements, Section IV.B.1 of the Dredge or Fill Procedures requires that Project impacts will not cause or contribute to a degradation of waters or violate water quality standards.

H. Site Specific – Not Applicable

I. Total Maximum Daily Load (TMDL) – Not Applicable

J. Mitigation for Temporary Impacts

The conditions under Section J require restoration of temporary impacts to waters of the state. Conditions in this section related to restoration and/or mitigation of temporary impacts are consistent with the Dredge or Fill Procedures, which requires “in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions.” (Dredge or Fill Procedures section IV. A.2(d) & B.4.) Technical reporting and monitoring requirements under this condition are consistent with the Central Valley Water Board’s authority to investigate the quality of any waters of the state and require necessary reporting and monitoring pursuant to Water Code sections 13267 and 13383.

K. Compensatory Mitigation for Permanent Impacts

L. Certification Deviation

- 1. Minor modifications of Project locations or predicted impacts**
- 2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates**

Authorization under the Order is granted based on the application and supporting information submitted. Among other requirements, the Permittee is required to detail the project description in a complete application pursuant to California Code of Regulations, title 23, section 3856, subdivision (h). Pursuant to Water Code section 13260, subdivision (c), each person discharging waste, or proposing to discharge waste shall file a report of waste discharge relative to any material change or proposed change in the character, location, or volume of the discharge. Pursuant to Water Code section 13264, subdivision (a), the Permittee is prohibited from initiating the discharge of new wastes, or making material changes to the character, volume, and timing of waste discharges authorized herein without filing a report required by Water Code section 13260 or its equivalent for certification actions under California Code of Regulations, title 23, section 3856. Project deviations may require additional or different Order conditions as authorized by law to ensure compliance with applicable water quality standards and other appropriate requirements (33 U.S.C. section 1341; California Code of Regulations, title 23, section 3859, subdivision (a)) and may result in impacts to water quality that require additional environmental review (California Code of Regulations, title 14, sections 15062-15063).



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

CERTIFICATE OF INCLUSION

Knights Landing Ridge Cut Erosion Repair, Phase 1 Project # SPE-2022-04-04-COI

The United States Fish and Wildlife Service issued a permit (Permit No.: TE05527D-0) pursuant to the federal Endangered Species Act and the California Department of Fish and Wildlife issued a permit (NCCP Permit No.: 2835-2019-001-02) pursuant to the California Natural Community Conservation Planning Act (collectively “Permits”) authorizing “take” of certain species in accordance with the terms and conditions of the Permits, the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (“Yolo HCP/NCCP”) and the associated Implementing Agreement. Under the Permits, certain third parties are eligible to receive “take” coverage for certain species provided all applicable terms and conditions of the Permits, the Yolo HCP/NCCP, and the Implementing Agreement are met.

This Certificate of Inclusion is issued to Knights Landing Ridge Drainage District, an entity that has requested coverage under the Yolo Habitat Conservation Plan / Natural Community Conservation Plan (Yolo HCP/NCCP) as a Special Participating Entity. A Special Participating Entity is a third party entity eligible to receive such coverage pursuant to Section 7.3.2 of the Implementing Agreement and Chapter 4 (Section 4.2.1.3) and Chapter 7 (Section 7.2.5) of the Yolo HCP/NCCP. Special Participating Entities are defined in the Implementing Agreement (Section 3.29) as “*public entities or private individuals that may conduct projects or undertake other activities in the Plan Area that are Covered Activities in the Yolo HCP/NCCP and that may affect Covered Species and require Take authorization from USFWS or CDFW, but are not subject to the jurisdiction of one or more Permittees.*”

This Certificate of Inclusion covers the project known and referred to as the Knights Landing Ridge Cut Erosion Repair, Phase 1. The project consists of two phases. This Certificate of Inclusion covers only the first That project footprint consists of 1.92 acres of permanent impact and 10.1 acres of temporary impact, located within APNs 056-230-003 and 056-230-011 and the project area corresponds to portions of the unsectioned Rancho Jimeno Land Grant lands, Rancho Rio de Jesus Maria Land Grant lands, and Yolo Bypass; and portions of Section 36, Township 11 North, Range 2 East (Mount Diablo Base Meridian) within the “Knights Landing, California” and “Grays Bend, California” 7.5-minute quadrangle. The approximate center of the project area is located at 38.756292° North and -121.692939° West within the Sacramento-Stone Corral and Lower Sacramento watersheds as depicted on Exhibit 1. The Knights Landing Ridge Cut experiences erosion during high flows and is in need of repair to restore the flood damage risk-reduction capability of the originally constructed levee using structurally reliable erosion-control elements, as more fully set forth in Attachment 1 of the project application and in the Special Participating Entity Agreement executed by and between the Conservancy and the Knights Landing Ridge Drainage District in connection therewith. The Yolo Habitat Conservancy concludes the amount and type of take associated with implementation of the proposed project set forth below is properly authorized through the Yolo HCP/NCCP

Permits. The amounts identified below are considered the actual amount of permit usage and supersede any amounts described in the Special Participating Entity Agreement or other documents:

Temporary Impacts

- Developed (including ruderal with no covered species habitat): 2.4 acres
- Ruderal with covered species habitat: 7.7 acres

Permanent Impacts

- Ruderal with covered species habitat: 0.3 acres
- Lacustrine and Riverine: 1.62 acres

As proposed, the project is approved for construction provided the following checked avoidance and minimization measures (AMMs), as established in Chapter 4 of the Yolo HCP/NCCP, are satisfied. The following list identifies AMMs the Special Participating Entity will implement, including those already completed during the review process, such as planning surveys and project design measures (e.g. establishment of permanent buffers around sensitive natural communities). Please see Chapter 4 of the Yolo HCP/NCCP or Chapter 8 of the Permitting Guide for the detailed instructions on implementing the AMMs checked below. The project includes two species-specific variance requests: one from Avoidance and Minimization Measure 1, *Establish Resource Protection Buffers*, for reduced buffer than the 100' required by Avoidance and Minimization Measure 12, *Minimize Take and Adverse Effects on Habitat of Valley Elderberry Longhorn Beetle*, from 100' to no less than 20', and a second variance request to bypass the species-specific planning level surveys and preconstruction surveys required by Avoidance and Minimization Measure 19, *Minimize Take and Adverse Effects on Least Bell's Vireo*, for work within 500' of Least Bell's Vireo habitat. For variances from Avoidance and Minimization Measures to be approved, the Yolo Habitat Conservancy, the California Department of Fish and Wildlife, and the United States Fish and Wildlife Services must all approve. The Conservancy approves and the wildlife agencies' approvals are included as attachment B.

- AMM1, Establish Buffers
- AMM2, Design Developments to Minimize Indirect Effects at Urban-Habitat Interfaces
- AMM3, Confine and Delineate Work Area
- AMM4, Cover Trenches and Holes during Construction and Maintenance
- AMM5, Control Fugitive Dust
- AMM6, Conduct Worker Training
- AMM7, Control Nighttime Lighting of Construction Sites
- AMM8, Avoid and Minimize Effects of Construction Staging Areas and Temporary Work Areas
- AMM9, Establish Buffers Around Sensitive Natural Communities
- AMM10, Avoid and Minimize Effects on Wetlands and Waters



- AMM11, Minimize Take and Adverse Effects on Palmate-Bracted Bird's Beak
- AMM12, Minimize Take and Adverse Effects on Habitat of Valley Elderberry Longhorn Beetle
- AMM13, Minimize Take and Adverse Effects on Habitat of California Tiger Salamander
- AMM14, Minimize Take and Adverse Effects on Habitat of Western Pond Turtle
- AMM15, Minimize Take and Adverse Effects on Habitat of Giant Garter Snake
- AMM16, Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-tailed Kite
- AMM17, Minimize Take and Adverse Effects on Western Yellow-billed Cuckoo
- AMM18, Minimize Take and Adverse Effects on Western Burrowing Owl
- AMM19, Minimize Take and Adverse Effects on Least Bell's Vireo
- AMM20, Minimize Take and Adverse Effects on Habitat of Bank Swallow
- AMM21, Minimize Take and Adverse Effects on Habitat of Tricolored Blackbird

Permit coverage will become effective upon receipt of the fully completed and executed Certificate of Inclusion and Special Participating Entity Agreement by the Yolo Habitat Conservancy. The terms of the Permits, the Yolo HCP/NCCP, and Implementing Agreement apply to the activities covered by this Certificate of Inclusion. Similarly, compliance with all material terms and provisions of the Special Participating Entity Agreement entered into concurrently herewith is required to maintain the take coverage provided through this Certificate. The Conservancy will withdraw this Certificate and terminate the take authorization extended hereunder if the Special Participating Entity fails to comply with such terms.

Total Land Cover Impacts and Mitigation Fees – Phase 1

- One Hundred Thirty-Three Thousand, Seven Hundred and Nine Dollars and Fifty Cents (\$133,709.50)

Phase 2 fees will be paid prior to the second issuance of Certificate of Inclusion.

Total Special Participating Entity Fees

- The Knights Landing Ridge Drainage District is a local entity not subject to the cost recovery charge.

This Certificate is limited in scope to the project as described in the Yolo HCP/NCCP application dated June 23, 2022. The Conservancy has not evaluated whether the project is in compliance with other federal, state, and local legal requirements, including but not limited to compliance with the National Environmental Policy Act or the California Environmental Quality Act. Such matters are the responsibility of other reviewing agencies and the project applicant.



Special Participating Entity

Meegan M Nagy

Signature

Meegan Nagy

Deputy Manager, KLRDD

Title

8/17/22

Yolo Habitat Conservancy

Alexander Tengolics

Signature

Alexander Tengolics

Executive Director

Title

8/25/22

Date



Exhibit 1 – Vicinity Map

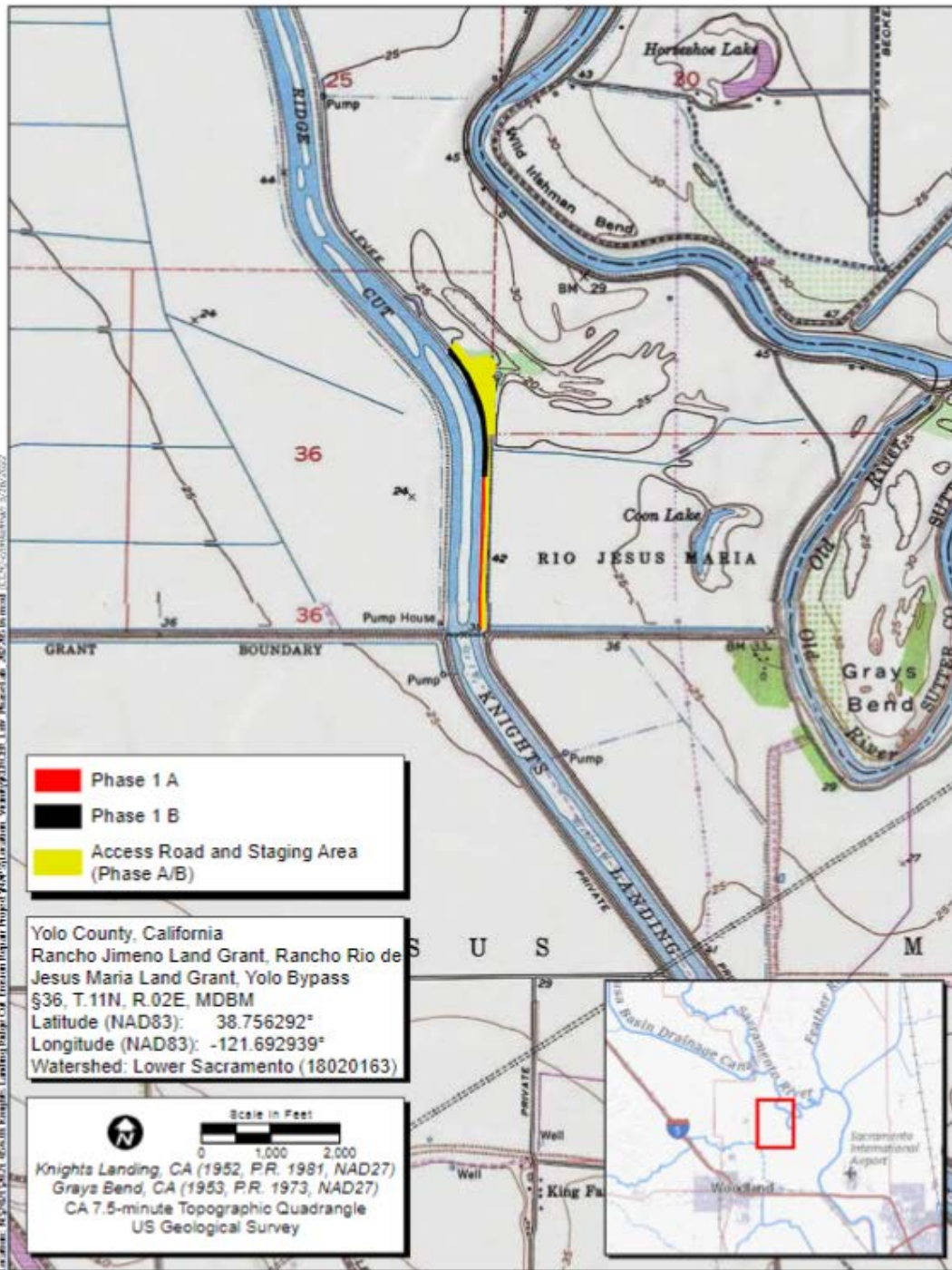


Figure 1. Knights Landing Ridge Cut Erosion Repair

2021-056.01 Knights Landing Ridge Cut Erosion Repair



Attachments

- 1. YHC Board of Directors Approval**
- 2. KLRC Phase 1 Improvements Application**
- 3. Variance Request and Wildlife Agencies Approvals**





Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

To: Gary Sandy, Chair
Members of the Board

From: Charlie Tschudin
Natural Resources Planner

Re: Authorize approval for Yolo Habitat Conservancy Executive Director to take necessary actions to execute a Certificate of Inclusion with Knights Landing Ridge Drain District to allow use of Yolo HCP/NCCP coverage for the Knights Landing Ridge Cut Erosion Repair Project

Date: July 18, 2022

REQUESTED ACTION:

Authorize approval for Yolo Habitat Conservancy Executive Director to take necessary actions to execute a Certificate of Inclusion with Knights Landing Drain District to allow use of Yolo HCP/NCCP coverage for the Knights Landing Ridge Cut Erosion Repair Project

BACKGROUND:

The Knights Landing Ridge Drain District is the local levee entity responsible for the maintenance and repair of the Knights Landing Ridge Cut, a human-made drainage channel constructed in 1914 to relieve flooding in the Colusa Basin by conveying flows into the Yolo Bypass. The Knights Landing Ridge Cut experiences erosion during high flows and is in need of repair to restore the flood damage risk-reduction capability of the originally constructed levee using structurally reliable erosion-control elements. The Knights Landing Ridge Drain District submitted a Special Participating Entity (SPE) request to the Yolo Habitat Conservancy to mitigate for the proposed levee repairs' biological impacts in May 2022.

The project is being proposed in two phases, Phase 1 of the repairs will begin at County Road 16 and run approximately 2,200 feet along the levee from levee stations 40+00 to 62+00. Phase 2 will continue the repairs approximately 1,900 feet south of levee station 62+00 to levee station 81+00 (see exhibit 1, Project Vicinity Map). The project involves placement of rock slope protection (RSP) in area between 20 and 30 feet wide along the bank of the Ridge Cut to stabilize the eroding levee slope. The first phase anticipates construction beginning August 1, 2022 and Phase 2 commencing as soon as funding becomes available. Both phases would occur when water is naturally low in order to minimize potential for in-water work. A breakdown of the approximately 23.47-acre project, including temporary and permanent impacts, is included below.

Phase 1

Land Cover Types	Perm. Impact	Temp. Impact	Fee Buffer	Total Acres
Developed	-	2.4-acres	-	2.4-acres
Ruderal with Covered Species Habitat	0.3-acres	7.7-acres	-	8-acres
Lacustrine and Riverine	1.11-acres	-	0.51-acres	1.62-acres
Total acres	1.41-acres	10.1-acres	0.51-acres	12.02-acres

Phase 2

Land Cover Types	Perm. Impact	Temp. Impact	Fee Buffer	Total Acres
Developed	-	2.5-acres	-	2.5-acres
Ruderal with Covered Species Habitat	0.1-acres	7.5-acres	-	7.6-acres
Valley Foothill Riparian	0.22-acres	-	.01-acres	0.23-acres
Lacustrine and Riverine	0.68-acres	0.01-acres	0.43-acres	1.12-acres
Total acres	1-acre	10.01-acres	0.44-acres	11.45-acres

To grant permit coverage to an SPE, the Conservancy must determine the requested permit coverage is available and establish a legally enforceable contract (SPE Agreement) with the SPE. The SPE Agreement binds the SPE to the relevant terms of the Yolo HCP/NCCP permits, Implementing Agreement, and Yolo HCP/NCCP. In addition to executing the SPE Agreement, the SPE entity must submit a complete application package, pay both the standard Yolo HCP/NCCP land cover fees and supplemental SPE charges per the SPE fee policy approved by the Board in May 2022, and complete any other steps required by the contract. Because the applicant is a local entity with coverage anticipated in the plan, the cost recovery charges will not be required and the applicant will only need to pay the mitigation fees. After these steps are complete, the Conservancy will issue a Certificate of Inclusion to the SPE. The YHC will collect an estimated \$133,709.50 in mitigation fees prior to issuing a Certificate of Inclusion for Phase 1 of the project and will collect approximately \$112,000 prior to issuing a second Certificate of Inclusion for Phase 2 of the project. The total fees for the project total approximately \$250,000. The mitigation fees are updated annually and are based on the fee rate at the time of payment; as the fees are likely to increase before Phase 2 commences, the total is approximate.

The Yolo Habitat Conservancy Implementation Advisory Committee received a presentation on the project at their June 29, 2022, meeting and voted to recommend that the Board of Directors allow the project to receive take coverage as a Special Participating Entity. Staff recommend approval of the Knights Landing Ridge Cut Erosion Repair project because the project will allow a local entity to improve infrastructure to the benefit of the residents and agricultural industry, and only result in impacts to two natural communities that the Conservancy tracks impacts to in the YHC Annual Report, 0.23-acres of the Valley Foothill Riparian land cover type and 2.73-acres of permanent impact and 0.01-acres of temporary impact to the Lacustrine and Riverine land cover type, both of which there is ample acreages remaining for the Conservancy to issue.



Exhibit 1: Vicinity Map

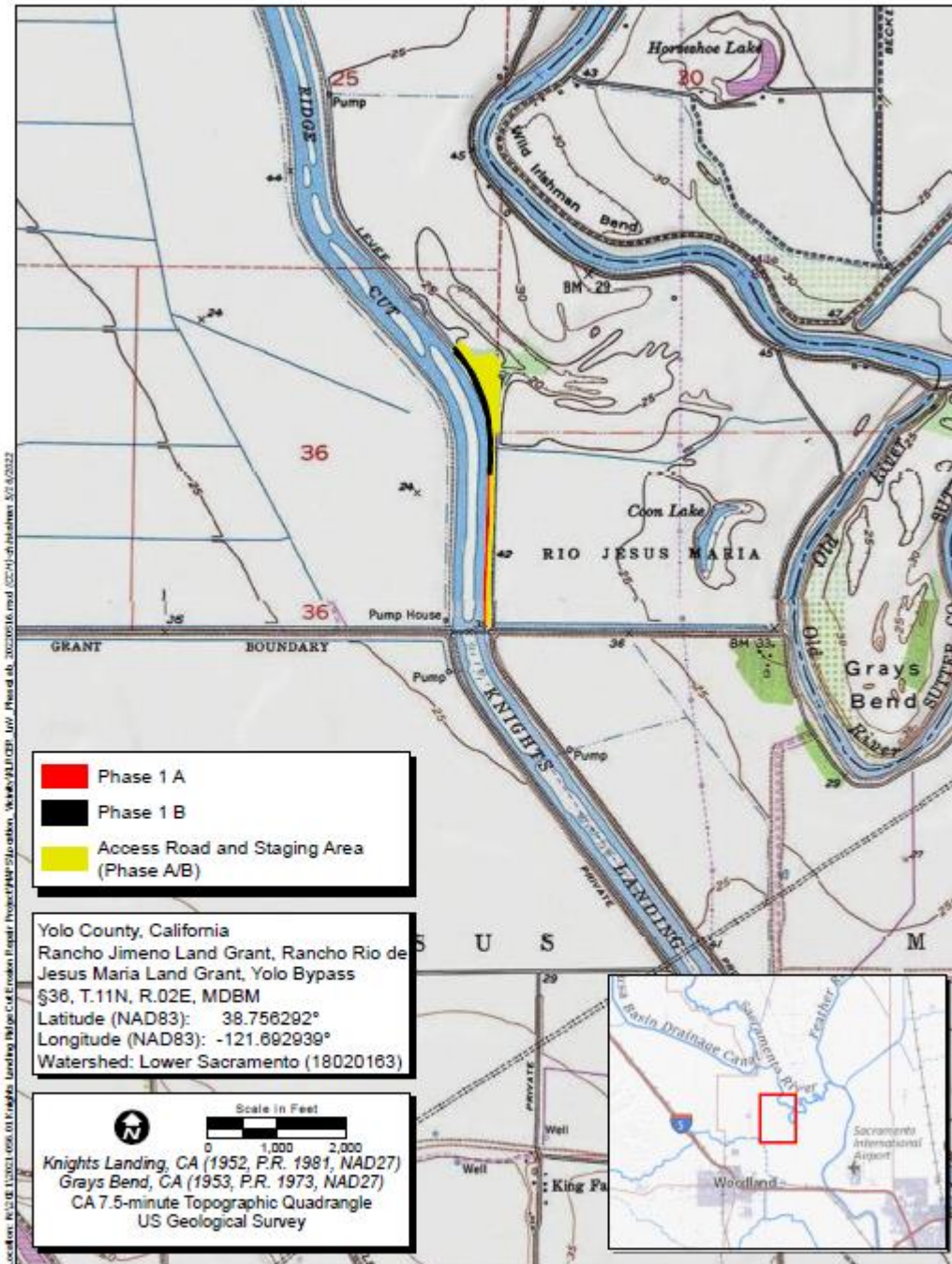


Figure 1. Knights Landing Ridge Cut Erosion Repair

2021-056.01 Knights Landing Ridge Cut Erosion Repair



ATTACHMENTS:

- 1. KLRC Erosion Repair Phase 1 Application**
- 2. KLRC Erosion Repair Phase 2 Application**



APPLICATION



PURPOSE OF THIS FORM

Complete this form to apply for incidental take permit coverage under the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) and submit electronically to your local planning office. The completion of this form satisfies the minimum requirements for permit coverage. The Yolo Habitat Conservancy (“Conservancy”) encourages submittal of a preliminary application to your local planning office to ensure timely and accurate completion. Your local agency planning office also may request additional information to clarify or complete your application. Chapter 6 of the Permitting Guide provides instructions for form completion, available along with additional resources on the Conservancy’s web site under the “Permitting” tab. Please note if an application fee is required (see Screening Form, Box D), you should submit this fee to the Conservancy early in the application process. The Conservancy automatically adjusts mitigation fees by March 15th of each year to reflect current land prices and other expenses. If an applicant does not complete their application and issue payment prior to the fee update, the new fees will apply. The applicant may, however, pay mitigation fees early at the previous year’s rate consistent with the Conservancy’s Early Payment of Mitigation Fees Policy.

Regional-scale data related land cover, sensitive natural communities, and covered species habitats in Yolo is made available through the Yolo HCP/NCCP GeoMapper online mapping tool. The GeoMapper tool is accessible via the Resources tab of the Yolo Habitat Conservancy website below, although it is intended for informational purposes only. All HCP/NCCP permit applicants must have site-specific planning level surveys by a qualified biologist to determine actual land cover and sensitive natural communities and species habitats in and around a project site to determine the correct amount of land cover mitigation fees and project specific Avoidance and Minimization Measures (AMMs).

<https://www.yolohabitatconservancy.org/resources>

BOX A: Preliminary/Final Application	
Check one box.	
<input type="checkbox"/> Preliminary Application (signature not required)	<input checked="" type="checkbox"/> Final Application (complete form and signature required)

BOX B: APPLICATION DETAILS		
1 Project name	Knights Landing Ridge Cut Erosion Repair Phase 1 Project - Phase 1A	
2 Submittal date		
3 Application/project file number(s) (assigned by local agency)		
4 YHC internal tracking #		
5 Local agency with approval authority	<input type="checkbox"/> Yolo County <input type="checkbox"/> City of Davis <input type="checkbox"/> City of Woodland <input type="checkbox"/> City of West Sacramento <input type="checkbox"/> City of Winters <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Special Participating Entity (SPE) Note: Applicants not subject to approval from the County or cities, or for projects not specifically identified and not specifically excluded as a covered activity under the Plan, should check this box to request permit coverage as an SPE if desired. SPE permit coverage is not guaranteed, are processed by the Conservancy, and must be approved by the Conservancy Board.

BOX C: PROJECT CONTACT			
1 Property Owner			
1.a Property owner name	Knights Landing Ridge Drainage District		
1.b Mailing address	PO Box 50 Grimes, CA 95950		
1.c Phone (home/office)	530-437-2221	1.d Phone (Cellular)	530-812-6269
1.e Email	mnagy@rd108.org		
2 Project Agent/Applicant			
2.a Company/organization	ECORP Consulting, Inc.		
2.b Name of primary contact	Emily Mecke		
2.c Mailing address	2525 Warren Drive, Rocklin, CA 95677		
2.d Phone (office)	916-251-5119	2.e Phone (Cellular)	
2.f Email	emecke@ecorpconsulting.com		
Permissions			
3 Local agency and/or the Conservancy may contact the property owner directly	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
4 Local agency and/or the Conservancy may contact the project agent/applicant directly	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

BOX D: PROJECT INFORMATION	
1 Project address and location	See planning-level survey document, page 1
2 Assessor parcel number(s) APNs and acreage by parcel (not applicable for linear projects).	N/A
3 Total acreage of parcel(s) (not applicable for linear projects spanning multiple parcels)	N/A
4 Using the GeoMapper's Spatially Defined Planning Unit Map, find your proposed project site. Check the Planning Unit in which your project lies.	<p>Yolo County Planning Units</p> <p><input type="checkbox"/> 1 – Little Blue Ridge <input type="checkbox"/> 2 – North Blue Ridge <input type="checkbox"/> 3 – South Blue Ridge <input type="checkbox"/> 4 – Capay Hills <input type="checkbox"/> 5 – Dunnigan Hills <input type="checkbox"/> 6 – Upper Cache Creek <input type="checkbox"/> 7 – Lower Cache Creek <input type="checkbox"/> 8 – Upper Putah Creek <input type="checkbox"/> 9 – Lower Putah Creek <input type="checkbox"/> 10 – Hungry Hollow Basin <input type="checkbox"/> 11 – Willow Slough Basin</p> <p><input checked="" type="checkbox"/> 12 – Colusa Basin <input type="checkbox"/> 13 – Colusa Basin Plains <input type="checkbox"/> 14 – North Yolo Basin <input type="checkbox"/> 15 – South Yolo Basin <input type="checkbox"/> 16 – Yolo Basin Plains <input type="checkbox"/> 17 – North Yolo Bypass <input type="checkbox"/> 18 – South Yolo Bypass</p> <p>Cities</p> <p><input type="checkbox"/> 19 – City of Woodland <input type="checkbox"/> 20 – City of Davis <input type="checkbox"/> 21 – City of West Sacramento <input type="checkbox"/> 22 – City of Winters</p>

BOX D: PROJECT INFORMATION

- 5 Provide a project description. Please refer to the Permitting Guide for details to include in the project description. Label as **Attachment 1** or indicate in this box the page numbers of the planning level survey where this information can be found. See planning-level survey document, Pages 1-3
- 6 Provide a legible vicinity map of the project site and surrounding area (PDF). Refer to the Permitting Guide for more information about details to include on the vicinity map. Label as **Attachment 2**. Rather than a separate PDF, applicant may include the site plan in the planning level survey report.
- If so, provide page number here: Figure 1
- 7 Provide a site plan that shows the proposed project site and surrounding area. (PDF and CAD or GIS-compatible). Refer to the Permitting Guide for more information about details to include in the site plan and details regarding the required CAD or GIS-compatible digital information to be attached. Label as **Attachment 3**. Rather than a separate PDF, applicant may include the site plan in the planning level survey report or other report. If so, attach report or excerpt and provide report name and page number here: Figure 2

BOX E: NATURAL COMMUNITY AND LAND COVER IMPACTS AND MITIGATION FEES

Complete Items 1-26 below, referring to the Permitting Guide for calculation methods.

- Total fee amount for each land cover type will be auto-generated based on acreage amount (and for recurring temporary impacts, number of years out of the 50-year permit term the impact will occur).
- Temporary impact fee formula = land cover fee x area of temporary effect in acres x (F/50) where F = the number of years in which the activity will occur during the rest of the permit term (until 2069).
- Must include required land cover fee buffer area associated with the project. This is generally 10 feet for linear projects (e.g. roads, utility corridors, pipelines) and 50 feet for all other projects. See Chapter 3 of the Permitting Guide.
- Fees will be updated annually, typically in March.
- Wetland fees are in addition to land cover fees. For project proponents transplanting elderberry shrubs from a non-riparian habitat, a per acre maintenance fee of \$19,104 is assessed. The maintenance fee is subject to the annual increase in fees pursuant to existing methodology.

Submit a planning level survey, including a field-verified land cover map and the name and qualifications of the qualified biologist(s) responsible for preparation of the report. Label as **Attachment 4**. Mapped areas shown on the site plan (**Attachment 3** in Box D, Item 7) should be consistent with the acreages entered below. Include photographs of temporary impact areas. Label photos as **Attachment 5**.

Land Cover Types	Land Cover Permanently Impacted by Project (in acres)			Land Cover Temporarily Impacted by Project (in acres)	Years of Recurring Temporary Impact	Fees (Auto Generated)				
	Permanent Impact (acres)	Fee Buffer (acres)	TOTAL			Land Cover Fee (per acre)	Wetland Fee (per acre)	Permanent Impact, Land Cover Fee	Temporary Impact, Land Cover Fee	Wetland Fee
1 <input type="checkbox"/> Developed (including ruderal with no covered species habitat) ^a		0.0	0.0	2.4	0	\$0	\$0	\$ 0.00	\$ 185.29	\$ 0.00
2 <input type="checkbox"/> Ruderal with covered species habitat ^a	0.3	0.0	0.3	7.7	0	\$15,571	\$0	\$ 4,453.31	\$ 601.74	\$ 0.00
3 <input type="checkbox"/> Barren, No Covered Species Habitat			0.0			\$0	\$0	\$ 0.00	\$ 0.00	\$ 0.00
4 <input type="checkbox"/> Barren, With Covered Species Habitat			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
5 <input type="checkbox"/> Vegetated Corridor with Covered Species Habitat			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
6 <input type="checkbox"/> Grassland (all types)			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
7 <input type="checkbox"/> Alkali Prairie			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
8 <input type="checkbox"/> Fresh Emergent Wetland (all types)			0.00			\$15,571	\$80,864	\$ 0.00	\$ 0.00	\$ 0.00

BOX E: NATURAL COMMUNITY AND LAND COVER IMPACTS AND MITIGATION FEES											
9	<input type="checkbox"/> Valley Foothill Riparian			0.00			\$15,571	\$66,560	\$ 0.00	\$ 0.00	\$ 0.00
10	<input type="checkbox"/> Lacustrine and Riverine	1.11	0.51	1.62	0.00	0	\$15,571	\$64,854	\$25,256.16	\$ 0.16	\$05,193.84
11	<input type="checkbox"/> Cultivated Land (all types)			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
12	<input type="checkbox"/> Citrus/Subtropical			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
13	<input type="checkbox"/> Deciduous Fruits/Nuts			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
14	<input type="checkbox"/> Vineyards			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
15	<input type="checkbox"/> Turf Farm			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
16	<input type="checkbox"/> Flowers/Nursery/Tree Farms			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
17	<input type="checkbox"/> Semiag/Incidental to Agriculture			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
18	<input type="checkbox"/> Eucalyptus			0.0			\$15,571	\$0	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL									29,709.47	787.19	105,193.84
19	TOTAL LAND COVER IMPACTS AND MITIGATION FEES										\$ 135,690.50
20	APPLICATION FEE (The application fee is credited towards the cost of the mitigation fees if the application fee is paid prior to the submittal of the mitigation fee payment . Application fee as of January 1, 2020: \$1,981)										\$ 1,981.00
21	OTHER CREDITS (Advanced fee payment or in lieu fee credit – must be verified by Conservancy). Add Attachment 6										\$
22	TOTAL LAND COVER IMPACTS AND MITIGATION FEES DUE (Mitigation fees due are determined at the time of payment unless they were paid in accordance with the Yolo HCP/NCCP Early Payment of Mitigation Fees Policy. See www.yolohabitatconservancy.org for current fee schedule.)										\$ 133,709.50
^a Land cover fees may be applicable if covered species habitat is present.											

BOX F: CONDITIONS OF APPROVAL: CONDUCT PLANNING LEVEL SURVEYS

Based on a planning level survey conducted by a qualified biologist using the land cover definitions described in the Permitting Guide in Table 2-1, indicate which sensitive natural communities and covered species are relevant to your project. Indicate below whether suitable covered species habitats are present (Column A) and, where applicable, if there is a need to conduct a more focused survey(s) for covered species (Column B) to confirm presence. Complete species-specific planning level surveys as needed consistent with protocols referenced in Appendix A of the Permitting Guide. Alternatively, covered species presence can be assumed, which would require adherence to applicable AMMs and implementation of avoidance measures or preconstruction surveys. Attach all species-specific planning level surveys as **Attachment 7**. Describe, map, and tabulate impacts the project will have on each natural community and each species for which habitat is present. Impact calculations must correspond to the permanent and temporary impact calculations in Box E. Label as **Attachment 8**. Alternatively, the impact assessment can be incorporated into the planning level survey. **Important: Be aware of the timing requirements for conducting a species-specific planning level survey (Table 6-1 in the Permitting Guide) to avoid project delays.**

	A. Project Site Conditions Requiring Planning Level Survey	B. Species-Specific Planning Level Survey Results	C. Documentation
Sensitive Natural Communities			
1 Alkali prairie and vernal pool complex	<p>Are vernal pools or alkali seasonal wetlands present within 250 feet of project footprint?</p> <p><input type="checkbox"/> Yes. <i>Design project to avoid vernal pools or alkali seasonal wetlands by 250 feet or lesser buffer if approved by wildlife agencies (see Permitting Guide Table 2-1). Check Box G, AMMs 9 and 10. Go to Column C.</i></p> <p><input checked="" type="checkbox"/> No</p>	N/A	<p>Map attached? (Attachment 4)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If vernal pools or alkali seasonal wetlands are present on or near the site, provide map showing how project avoids these wetlands.</p>
2 Valley foothill riparian	<p>Is valley foothill riparian present within 100 feet of the project site boundary?</p> <p><input checked="" type="checkbox"/> Yes. <i>Design project to avoid valley foothill riparian by 100 feet or count all portions within 100 feet in the impact acreage (see Permitting Guide Table 2-1). Check Box G, AMMs 9 and 10. Go to Column C and provide map.</i></p> <p><input type="checkbox"/> No</p>	N/A	<p>Map attached? (Attachment 4)</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Provide map showing the valley foothill riparian in relation to the project footprint.</p>
3 Lacustrine and riverine	<p>Are any streams, rivers, lakes, or ponds within 25 feet of project footprint inside urban planning units, or within 100 feet of project footprint outside urban planning units?</p> <p><input checked="" type="checkbox"/> Yes. <i>Design project to avoid these resources by 25 feet inside urban planning units or 100 feet outside urban planning units, or count all portions within these distances in the impact acreage, unless a variance is allowed. Check Box G, AMMs 9 and 10. Go to Column C and provide map.</i></p> <p><input type="checkbox"/> No</p>	N/A	<p>Map attached? (Attachment 4)</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Provide map showing any streams, rivers, lakes, or ponds in relation to the project footprint.</p>

BOX F: CONDITIONS OF APPROVAL: CONDUCT PLANNING LEVEL SURVEYS			
	A. Project Site Conditions Requiring Planning Level Survey	B. Species-Specific Planning Level Survey Results	C. Documentation
Sensitive Natural Communities			
4	<p>Fresh emergent wetlands</p> <p>Are there any fresh emergent wetlands within 50 feet of project footprint outside urban planning units?</p> <p><input type="checkbox"/> Yes. <i>Design project to avoid these resources by 50 feet, or count all portions within 50 feet in the impact acreage. Check Box G, AMMs 9 and 10. Go to Column C and provide map).</i> Survey period: May 31–September 30</p> <p><input checked="" type="checkbox"/> No</p>	N/A	<p>Map attached? (Attachment 4)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p>Provide map of fresh emergent wetlands in relation to the project footprint.</p>
Plants			
5	<p>Palmate-bracted bird's beak</p> <p>Is suitable habitat present within 250 feet of the project site boundary? (see Permitting Guide Table 2-2)</p> <p><input checked="" type="checkbox"/> Yes. <i>Survey for palmate-bracted bird's beak consistent with Permitting Guide Appendix A. Check Box G, AMM 11. Go to Column B. Survey period: May 31–September 30</i></p> <p><input type="checkbox"/> No</p>	<p>Is palmate-bracted bird's beak present?</p> <p><input type="checkbox"/> Yes. <i>Design project to avoid occupied habitat as described in AMM 11. Go to Column C.</i></p> <p><input type="checkbox"/> No. <i>Go to Column C.</i></p> <p>Planning survey to be completed prior to construction</p>	<p>Species-specific planning level survey report attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p><i>Include report of species-specific planning level survey and map of habitat and any plants found in relation to project footprint.</i></p>
Invertebrates			
6	<p>Valley elderberry longhorn beetle</p> <p>Is there presence of elderberry shrubs in the project site or within 100 feet outside of the project site boundary that could be impacted by the project?</p> <p><input checked="" type="checkbox"/> Yes. <i>Identify and map all elderberry shrubs in and within 100 feet of project footprint with stems greater than one inch in diameter at ground level. For mapped shrubs that cannot be avoided, quantify the number of stems greater than one inch in diameter at ground level, and identify any such stems with valley elderberry longhorn beetle exit holes. Check Box G, AMM 12. Go to Column C and provide survey report. Survey period: Year-round</i></p> <p><input type="checkbox"/> No</p>	N/A	<p>Species-specific planning level survey report attached? (Attachment 7)</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

BOX F: CONDITIONS OF APPROVAL: CONDUCT PLANNING LEVEL SURVEYS			
	A. Project Site Conditions Requiring Planning Level Survey	B. Species-Specific Planning Level Survey Results	C. Documentation
Amphibians			
7 California tiger salamander	<p>Is there presence of California tiger salamander aquatic or upland habitat in the project footprint, or aquatic habitat within 500 feet of the project footprint?</p> <p><input type="checkbox"/> Yes. Check box G, AMM 13. Is the habitat within designated critical habitat for California tiger salamander, as determined using the GeoMapper?</p> <p><input type="checkbox"/> Yes. Design project to avoid designated critical habitat.</p> <p><input type="checkbox"/> No. If aquatic habitat cannot be avoided by 500 feet, either conduct surveys as described in the Permitting Guide Appendix A, or assume species presence. Survey period: After rainfall, November 1 to May 15. Go to Column B.</p> <p><input checked="" type="checkbox"/> No</p>	<p>Are California tiger salamanders present or assumed to be present in aquatic habitat?</p> <p><input type="checkbox"/> Yes. If the species is present or assumed to be present, the Yolo HCP/NCCP will not allow any loss of occupied aquatic habitat until at least four new occupied breeding pools are discovered or established and protected in the Plan Area. Contact Yolo Habitat Conservancy. Go to Column C.</p> <p><input checked="" type="checkbox"/> No</p>	<p>Species-specific planning level survey attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
Reptiles			
8 Western Pond Turtle	<p>Is western pond turtle habitat present in the project footprint?</p> <p><input checked="" type="checkbox"/> Yes. Check Box G, AMM 14. A qualified biologist is required to evaluate whether there is moderate to high likelihood of western pond turtle presence. Go to Columns B and C.</p> <p><input type="checkbox"/> No</p>	<p>Moderate to high likelihood of western pond turtle presence?</p> <p><input checked="" type="checkbox"/> Yes: Check Box F for western pond turtle preconstruction surveys.</p> <p><input type="checkbox"/> No</p>	<p>Habitat evaluation attached? (Attachment 7)</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
9 Giant Garter Snake	<p>Is there any giant garter snake habitat (as defined in the Permitting Guide, Table 2-2) within the project footprint?</p> <p><input checked="" type="checkbox"/> Yes. Design project to avoid or minimize impact on giant garter snake habitat to the extent practicable. If habitat cannot be avoided, see AMM 15. Check Box F for giant garter snake Preconstruction surveys, and check Box G, AMM 15.</p> <p><input type="checkbox"/> No</p>	N/A	N/A

BOX F: CONDITIONS OF APPROVAL: CONDUCT PLANNING LEVEL SURVEYS			
	A. Project Site Conditions Requiring Planning Level Survey	B. Species-Specific Planning Level Survey Results	C. Documentation
Birds			
10 Swainson's Hawk and White-tailed Kite	<p>Are there suitable Swainson's hawk or white-tailed kite nest trees within 1,320 feet of the project footprint?</p> <p><input checked="" type="checkbox"/> Yes. <i>If nest trees cannot be avoided by 1,320 feet, check Box F for hawk and kite Preconstruction surveys, and Box G, AMM 16.</i></p> <p><input type="checkbox"/> No</p>	N/A	N/A
11 Western yellow-billed cuckoo	<p>Is suitable habitat present within 500 feet of the project site boundary?</p> <p><input type="checkbox"/> Yes. <i>If there are breeding records for the western yellow-billed cuckoo within ¼ mile of the project site from the previous three years (as determined by GeoMapper), then assume species is present. If there are no breeding records with ¼ mile, then either assume species is present or survey consistent with Chapter 6 of the Permitting Guide. See columns B and C. Check Box F for western yellow-billed cuckoo Preconstruction surveys and Check Box G, AMM 17.</i></p> <p>Survey period: June 1–August 30.</p> <p><input checked="" type="checkbox"/> No</p>	<p>Is western yellow-billed cuckoo present or assumed to be present?</p> <p><input type="checkbox"/> Yes. <i>If project cannot avoid occupied habitat by 500 feet, avoid take of nesting birds as described in AMM 17.</i></p> <p><input checked="" type="checkbox"/> No.</p>	<p>Species Survey attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
12 Western Burrowing Owl	<p>Is western burrowing owl habitat present on the project site, or within 500 feet of the project site?</p> <p><input checked="" type="checkbox"/> Yes. <i>Conduct planning level surveys for occupied habitat as described in Permitting Guide Appendix A. Go to Columns B and C. Survey period: February 1–August 31 during the breeding season; September 1–January 31 during nonbreeding season.</i></p> <p><input type="checkbox"/> No</p>	<p>Are burrowing owls present?</p> <p><input type="checkbox"/> Yes. <i>Check Box G, AMM18. If burrows cannot be avoided, consistent with Table 2-3 in the Permitting Guide, Check Box F for western burrowing owl preconstruction surveys.</i></p> <p><input type="checkbox"/> No</p>	<p>Species-specific planning level survey attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> <p style="border: 1px solid red; padding: 2px;">Applicant will conduct pre-construction surveys.</p>

BOX F: CONDITIONS OF APPROVAL: CONDUCT PLANNING LEVEL SURVEYS			
	A. Project Site Conditions Requiring Planning Level Survey	B. Species-Specific Planning Level Survey Results	C. Documentation
13 Least Bell's Vireo	<p>Is least Bell's vireo habitat present in and within 500 feet of project footprint?</p> <p><input checked="" type="checkbox"/> Yes. Check Box G, AMM 19. Are there nesting records for the species within ¼ mile of the site from the previous three years (determined using the GeoMapper)?</p> <p><input type="checkbox"/> Yes. Assume species is present. See Column B.</p> <p><input checked="" type="checkbox"/> No. Conduct planning level surveys, as described in Permitting Guide Appendix A. See Columns B and C. Survey period: April 1–July 15</p> <p><input type="checkbox"/> No</p>	<p>Are least Bell's vireo nests present or assumed to be present?</p> <p><input type="checkbox"/> Yes. Check Box F for least Bell's vireo preconstruction surveys. Avoid take of birds as described in AMM 19.</p> <p><input checked="" type="checkbox"/> No.</p>	<p>Species Survey attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
14 Bank Swallow	<p>Is bank swallow nesting habitat present on the project site, or within 500 feet of the project site?</p> <p><input type="checkbox"/> Yes. Check Box G, AMM 20. Conduct planning level surveys as described in Permitting Guide Appendix A. Go to Columns B and C. Survey period: March 1–August 15</p> <p><input checked="" type="checkbox"/> No</p>	<p>Are nesting bank swallows present?</p> <p><input type="checkbox"/> Yes. Check Box F for bank swallow preconstruction surveys. Avoid take of birds as described in AMM 19.</p> <p><input checked="" type="checkbox"/> No.</p>	<p>Species-specific planning level survey attached? (Attachment 7)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
15 Tricolored Blackbird	<p>Is tricolored blackbird nesting habitat present on the project site, or within 1,300 feet of the project site?</p> <p><input type="checkbox"/> Yes. Conduct planning level surveys as described in Permitting Guide Appendix A. Check Box G, AMM 21. Go to Column C. Survey period: March 1–July 30</p> <p><input checked="" type="checkbox"/> No</p>	N/A	<p>Species-specific planning level survey attached? (Attachment 7)</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>

BOX G: CONDITIONS OF APPROVAL: CONDUCT PRE-CONSTRUCTION SURVEYS			
<p>Indicate which species in Items 1-7 are relevant to your project. Important: Refer to Chapter 4 of the Permitting Guide for information about survey purpose, the land cover types and site conditions requiring preconstruction surveys, survey area size, and survey timing.</p>			
Birds			
1	<input checked="" type="checkbox"/> Swainson's hawk	4	<input checked="" type="checkbox"/> Western burrowing owl
2	<input checked="" type="checkbox"/> White-tailed kite	5	<input type="checkbox"/> Least-Bell's vireo
3	<input type="checkbox"/> Western yellow-billed cuckoo		
Reptiles			
6	<input checked="" type="checkbox"/> Giant garter snake	7	<input checked="" type="checkbox"/> Western pond turtle

BOX H: CONDITIONS OF APPROVAL: AVOIDANCE AND MINIMIZATION MEASURES (AMMs)

Check the avoidance and minimization measures below that apply to your project. Refer to the Permitting Guide for assistance. Describe how you will fulfill the requirements of each required condition. Plan your construction carefully around the translocation or other dates required by the AMMs. Label as **Attachment 9**.

- | | |
|----|---|
| 1 | <input checked="" type="checkbox"/> AMM1: <i>Establish Resource Protection Buffers</i> |
| 2 | <input type="checkbox"/> AMM 2: <i>Design Developments to Minimize Indirect Effects at Urban-Habitat Interfaces (this AMM does not apply to new development where it is immediately adjacent to existing developed lands)</i> |
| 3 | <input checked="" type="checkbox"/> AMM 3: <i>Confine and Delineate Work Area</i> |
| 4 | <input checked="" type="checkbox"/> AMM 4: <i>Cover Trenches and Holes during Construction and Maintenance</i> |
| 5 | <input checked="" type="checkbox"/> AMM 5: <i>Control Fugitive Dust</i> |
| 6 | <input type="checkbox"/> AMM 6: <i>Conduct Worker Training</i> |
| 7 | <input type="checkbox"/> AMM 7: <i>Control Nighttime Lighting of Project Construction Sites</i> |
| 8 | <input type="checkbox"/> AMM 8: <i>Avoid and Minimize Effects of Construction Staging Areas and Temporary Work Areas</i> |
| 9 | <input type="checkbox"/> AMM 9: <i>Establish Resource Protection Buffers around Sensitive Natural Communities</i> |
| 10 | <input type="checkbox"/> AMM 10: <i>Avoid and Minimize Effects on Wetlands and Waters</i> |
| 11 | <input checked="" type="checkbox"/> AMM 11: <i>Minimize Take and Adverse Effects on Palmate-Bracted Bird's Beak</i> |
| 12 | <input checked="" type="checkbox"/> AMM 12: <i>Minimize Take and Adverse Effects on Habitat of Valley Elderberry Longhorn Beetle</i> |
| 13 | <input type="checkbox"/> AMM 13: <i>Minimize Take and Adverse Effects on Habitat of California Tiger Salamander</i> |
| 14 | <input checked="" type="checkbox"/> AMM 14: <i>Minimize Take and Adverse Effects on Habitat of Western Pond Turtle</i> |
| 15 | <input checked="" type="checkbox"/> AMM 15: <i>Minimize Take and Adverse Effects on Habitat of Giant Garter Snake</i> |
| 16 | <input type="checkbox"/> AMM 16: <i>Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-Tailed Kite</i> |
| 17 | <input type="checkbox"/> AMM 17: <i>Minimize Take and Adverse Effects on Habitat of Western Yellow-Billed Cuckoo</i> |
| 18 | <input checked="" type="checkbox"/> AMM 18: <i>Minimize Take and Adverse Effects on Western Burrowing Owl</i> |
| 19 | <input type="checkbox"/> AMM 19: <i>Minimize Take and Adverse Effects on Least Bell's Vireo</i> |
| 20 | <input type="checkbox"/> AMM 20: <i>Minimize Take and Adverse Effects on Habitat of Bank Swallow</i> |
| 21 | <input checked="" type="checkbox"/> AMM 21: <i>Minimize Take and Adverse Effects on Habitat of Tricolored Blackbird</i> |

BOX I: ATTACHMENT CHECKLIST

Indicate which attachments are provided below. **Note:** [Attachments must meet the requirements described in Permitting Guide](#). If these requirements are not met, your application may be delayed.

All Projects

- Attachment 1.** Project Description (Box C). Attach separately or indicate report page #s here: Pages 1-3
- Attachment 2.** Vicinity map PDF (Box C). Attach separately or indicate report page # here: Figure 1
- Attachment 3.** Site Plan (Box C). Attach separately or indicate report page # here: Figure 2; Attachment A
Also include CAD or GIS compatible data.

Projects with Impacts

- Attachment 4.** Planning level survey (Box D)
- Attachment 5.** Photos of temporary impact areas. Attach separately or indicate report page #s here: Attachment B
- Attachment 6.** Documentation if land is offered in lieu of fees (Box D, Item 30)
- Attachment 7.** Species-specific planning level survey(s) (Box E). Attach separately or indicate report page #s here: Pages 9-10
- Attachment 8.** Unavoidable impacts on covered species. Attach separately or indicate report page #s here:

BOX I: ATTACHMENT CHECKLIST

- Attachment 9.** Description of compliance with avoidance and minimization measures (Box G). Attach separately or indicate report page #s here: Pages 11-12

BOX J: SIGNATURES

- By checking the box and signing below I certify all information in the application is true and correct to the best of my knowledge. I also certify I understand the requirements of the AMMs, including dates for elderberry translocation or other dates that may affect construction timing.**

1 Property owner name and contact information	Name	Meegan Nagy			
	Phone	530-812-6269	Email	mnagy@rd108.org	
2 Property owner signature	<i>Meegan Nagy</i>			Date	6/29/2022
3 Project agent/applicant name and contact information	Name	Emily Mecke			
	Phone	916-251-5119	Email	emecke@ecorpcconsulting.com	
4 Project agent/applicant signature	<i>Emily Mecke</i>			Date	6/23/2022

FORM SUBMITTAL INSTRUCTIONS

Submit this form electronically to the applicable contact below. If the project applicant is seeking HCP/NCCP permit coverage as an SPE, submit the form to the Yolo Habitat Conservancy. The signed Final Application and payment of all other Plan fees is required following project approval and prior to formal Yolo HCP/NCCP approval.

LOCAL AGENCY PLANNING OFFICE CONTACT INFORMATION

Yolo County Stephanie Cormier Planning Division Department of Community Services 292 West Beamer Street, Woodland (530) 666-8041	City of West Sacramento David Tilley Community Development Department 1110 West Capitol Ave., 2 nd Floor, West Sacramento (916) 617-4645	City of Davis Sherri Metzker Community Development & Sustainability 23 Russell Blvd., Suite 2, Davis (530) 757-5610 ext. 7239	City of Woodland Cindy Norris Planning Division 300 First Street, Woodland (530) 661-5911	City of Winters Kirk Skierski Community Development Department 318 First Street, Winters (530) 794-6714
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YOLO HABITAT CONSERVANCY CONTACT INFORMATION

Address: PO Box 2202, Woodland, CA 95776 Phone: 530-666-8150 Email: info@yolohabitatconservancy.org

FOR STAFF USE ONLY

Project planner name			Phone number	
Email			Date	
Covered activity type				
HCP/NCCP Application	<input type="checkbox"/> Complete	<input type="checkbox"/> Not complete	<input type="checkbox"/> Special Participating Entity	

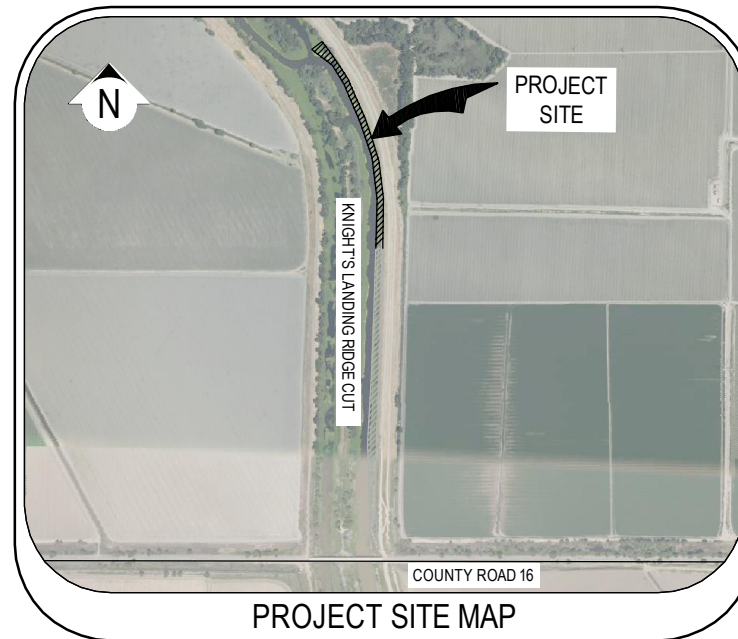
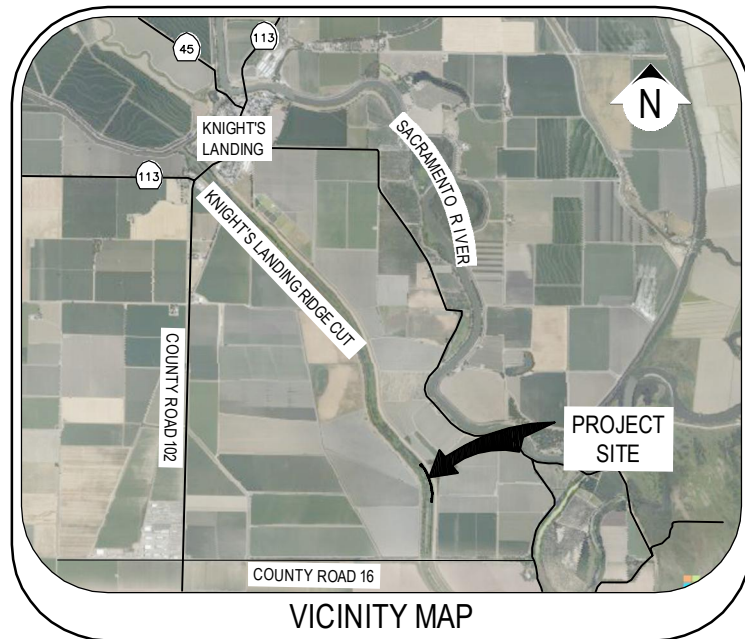
KNIGHT'S LANDING RIDGE DRAINAGE DISTRICT

KNIGHT'S LANDING RIDGE CUT

EROSION REPAIR PROJECT

PHASE 1B FROM STATIONS 63+50 TO 81+00

YOLO COUNTY, CALIFORNIA



SHEET ID	SHEET	DESCRIPTION
G-001	1	TITLE SHEET
C-001	2	SITE MAP
C-002	3	CONSTRUCTION NOTES
C-101-102	4-5	PLAN VIEWS
C-301-302	6-7	SECTIONS
C-501	8	DETAILS

SHEET INDEX

FILE SPEC: P:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD_Sheets\6-001-Title.dwg
 PLOT DATE: May 21, 2024 2:50pm

SUBMITTAL	
%	Date
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100	

NO.	DESCRIPTION	DATE	APPR.

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DRAWN BY	ARR	ORIGINAL DRAWING SCALE	0 1/2" 1"
CHECK BY	EAR		
HORIZONTAL DATUM	CCS83, ZONE 2		
VERTICAL DATUM	NAVD88		

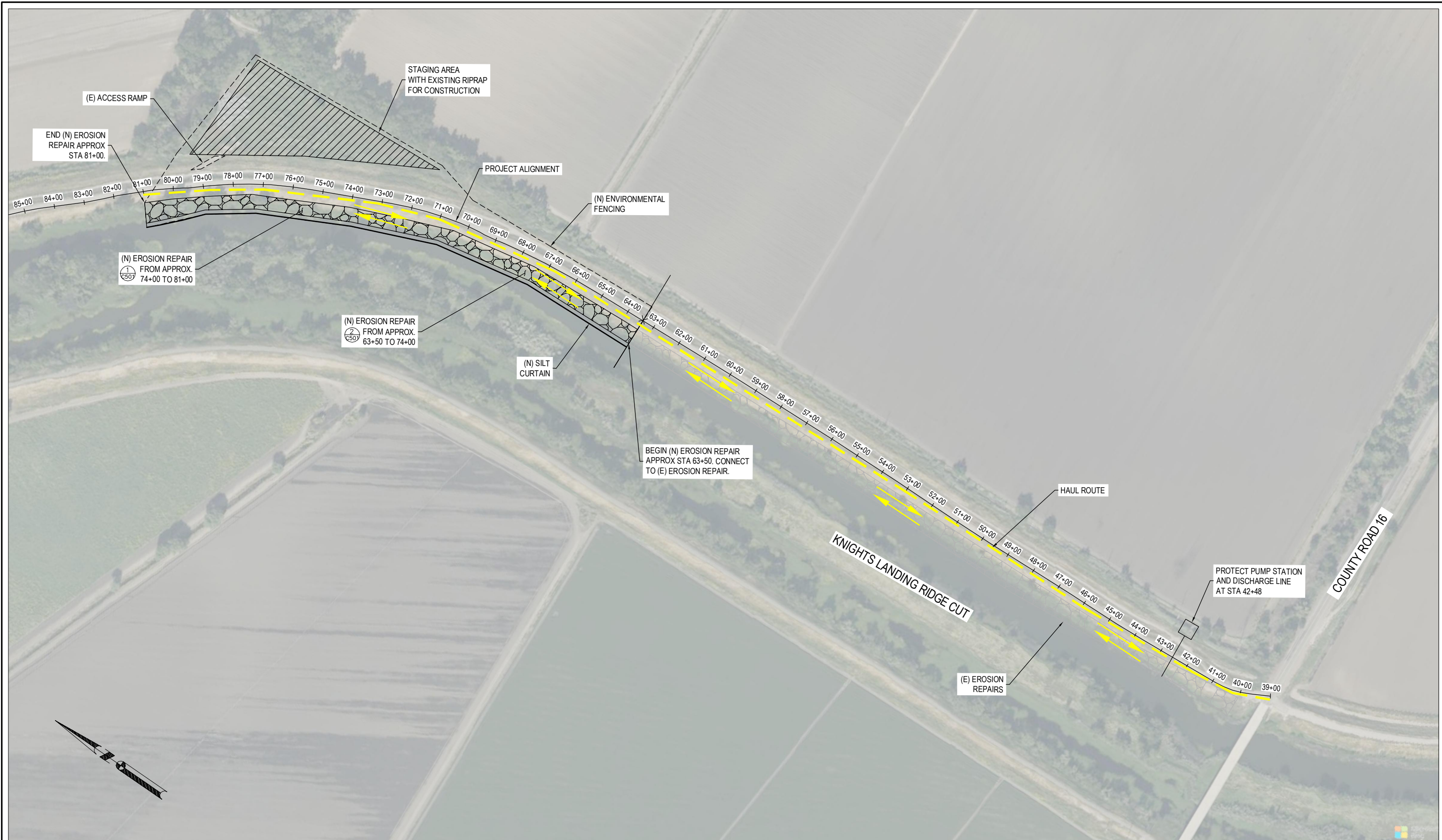
CIVIL ENGINEERS & LAND SURVEYORS
 www.ksninc.com
 711 N. Pershing Avenue
 Stockton, CA 95203
 209-946-0268
 1550 Harbor Blvd., Suite 212
 West Sacramento, CA 95691
 916-403-5900

RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA

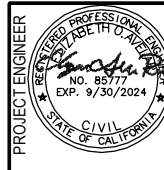
TITLE SHEET

DATE	MAY 22, 2024
SHEET IDENTIFICATION	G-001
SHEET	1 OF 8
KSN PROJECT FILE NO.	2166-0110

FILE: SPC:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Plans\020_CAD_Sheets\C-001-SiteMap.dwg
 PLOT DATE: May 21, 2024 3:02pm



<p>Know what's below. Call before you dig.</p>	SUBMITTAL	
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NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	ARR
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HORIZONTAL DATUM	CCS83, ZONE 2
VERTICAL DATUM	NAVD88

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RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA

SITE MAP

DATE	MAY 22, 2024
SHEET IDENTIFICATION	C-001
SHEET 2 OF 8	
KSN PROJECT FILE NO.	2166-0110

FILE SPEC: P:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD_Sheets\C-002-Notes.dwg
 PLOT DATE: May 22, 2024 4:21pm

GENERAL NOTES:

- ALL CONSTRUCTION MATERIALS SHALL CONFORM TO THE SPECIFICATIONS FOR THE KNIGHTS LANDING RIDGE CUT LEVEE IMPROVEMENT PROJECT. THE CONTRACTOR SHALL OBTAIN AND USE ALL APPLICABLE ADDENDUMS.
- THE TOPOGRAPHIC MAPPING IS BASED UPON PHOTOGRAPH DATED OCTOBER 10, 2021.
- SURVEY DATUM: HORIZONTAL DATUM, CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE II NAD83 (2007.00) CA HPGN. VERTICAL DATUM NAVD88.
- THE ALIGNMENT INFORMATION SHOWN ON THE DRAWINGS IS A CONSTRUCTION REFERENCE LINE ESTABLISHED FOR THIS PROJECT. THE CONTRACTOR SHALL STAKE THE ALIGNMENT AND ANY OFFSETS REQUIRED.
- ALL EXISTING FACILITIES ARE NOT SHOWN. CONTRACTOR SHALL CONFIRM AND BE SATISFIED AS TO LOCATIONS OF EXISTING FACILITIES OR OBSTRUCTIONS WHICH MAY BE AFFECTED BY CONSTRUCTION.
- UTILITY INFORMATION WAS COMPILED FROM DATA PROVIDED BY FACILITY OWNERS AND LOCATIONS ARE APPROXIMATE. PRIOR TO COMMENCING CONSTRUCTION UTILITY LOCATIONS AND DEPTHS SHALL BE VERIFIED BY THE CONTRACTOR. ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES SHALL BE PROTECTED FROM DAMAGE BY CONSTRUCTION EQUIPMENT AND OPERATIONS.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) A MINIMUM OF 48 HOURS IN ADVANCE OF THE START OF ANY EXCAVATION WORK BY CALLING 800-642-2444. UTILITY RELOCATIONS REQUIRED FOR CONSTRUCTION OF PROJECT IMPROVEMENTS WILL BE MADE BY PG&E PRIOR TO START OF PROJECT UNLESS OTHERWISE INDICATED. COORDINATE WITH PG&E AS NECESSARY TO COMPLETE THE WORK.
- THE CONTRACTOR SHALL COMPLY WITH THE U.S. ARMY CORPS OF ENGINEERS SAFETY & HEALTH MANUAL (EM 385-1-1) AND OBTAIN A PERMIT FROM THE STATE DIVISION OF INDUSTRIAL SAFETY FOR ALL TRENCH EXCAVATION FIVE (5) FEET OR MORE IN DEPTH PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE SITE AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AND/OR BARRIERS WHENEVER EXISTING FENCING OR BARRIERS ARE REMOVED. GATES AND FENCES AT ALL ACCESS LOCATIONS SHALL BE PROTECTED AND LOCKED DURING NON-WORKING HOURS.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING WARNING SIGNS AND DEVICES TO SAFE GUARD THE GENERAL PUBLIC AND THE WORK AND TO PROVIDE SAFE AND PROPER ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RED LINE AS-BUILT DRAWINGS FOR ALL THE WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE OF ALL IMPROVEMENTS AND FILLS THAT ARE CONSTRUCTED AND COPIES SHALL BE SUBMITTED TO THE CONTRACTING OFFICER AS INDICATED IN THE SPECIFICATIONS.
- MATERIALS MUST MEET THE REQUIREMENTS SET FORTH IN THE SPECIFICATIONS AND BE PROCURED FROM SOURCES APPROVED BY THE COUNTY PRIOR TO PLACEMENT.
- CLEARED AND GRUBBED MATERIALS SHALL BE OFF HAULED TO A LEGAL DISPOSAL SITE.
- COORDINATE WITH ADJACENT LANDOWNERS ON CONSTRUCTION DETAILS AND SEQUENCING RELATED TO IRRIGATION PIPING, SYSTEMS AND RELATED FACILITIES.
- LIMITS OF WORK REQUIRE A 15' TEMPORARY EASEMENT AND A 15' PERMANENT EASEMENT ON THE LANDSIDE LEVEE.
- CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF SURVEY MONUMENTS LOCATED WITHIN THE AREA OF WORK HEREIN PERMITTED. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL ENSURE THAT SURVEY MONUMENTS THAT POTENTIALLY MAY BE DISTURBED SHALL BE LOCATED AND REFERENCED BY A LICENSED LAND SURVEY AND A CORNER RECORD BE FILED WITH THE COUNTY SURVEYOR. ANY SURVEY MONUMENTS DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE REESTABLISHED BY A LICENSED LAND AND ANOTHER CORNER RECORD FILED WITH THE COUNTY SURVEYOR. (LAND SURVEYORS' ACT SECTION 8771).
- RIPRAP MATERIALS PROVIDED FROM THE DISTRICT ARE ALL SUBJECT TO THE SAME REQUIREMENTS AS IMPORTED RIPRAP. THE CONTRACTOR IS EXPECTED TO UTILIZE THESE MATERIALS WHEN PROVIDED.

SPECIAL NOTES:

- THE NOTES PLACED ON THIS PLAN SHEET ARE TO BE USED AS A GUIDE FOR VARIOUS TOPICS DESCRIBED. SPECIFIC DETAILS AND FURTHER EXPLANATIONS OF THE VARIOUS NOTES ARE DESCRIBED AT LENGTH IN THE SPECIFICATIONS AND WITHIN THESE PLANS.
- THE DISTRICT RESERVES THE RIGHT TO MAKE FIELD, SITE, AND QUANTITY ADJUSTMENTS AS NECESSARY.

DUST AND MUD CONTROL:

- DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION AREAS, HAUL ROADS, OTHER ROADWAYS, AND OTHER USE AREAS WHERE DUST IS GENERATED WELL WATERED.
- WATER WILL BE MADE AVAILABLE FOR THE CONSTRUCTION OPERATIONS FROM THE SURROUNDING WATERWAY. THE PUMPING FACILITY SHALL BE LOCATED IN AN AREA THAT WILL NOT CREATE A TRAFFIC OR MUD HAZARD ON THE ROADS USED BY THE CONTRACTOR, PUBLIC AND LOCAL TRAFFIC.

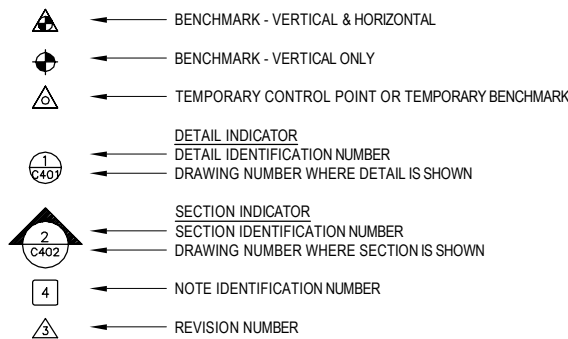
ACCESS ROADS:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS ALONG THE LEVEE ROADS AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO THE COUNTY AND/OR LEVEE ROADS AND ACCESS RAMPS SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- IF DELIVERING MATERIAL OR EQUIPMENT BY TRUCK, ALL TRUCK TRAFFIC SHALL BE LIMITED TO THE COUNTY AND DESIGNATED ACCESS ROADS, UNLESS OTHERWISE APPROVED.
- MAXIMUM SPEED LIMIT ON DISTRICT LEVEE ROADS IS 30 MPH, OR AS POSTED.
- THE CONTRACTOR SHALL IMPROVE, MAINTAIN, AND REPAIR UPON COMPLETION, THE DISTRICT ACCESS RAMPS AND ACCESS ROADS AS REQUIRED FOR TRANSPORTATION AND HAULING MATERIAL TO THE REPAIR AREAS.
- THE CONTRACTOR SHALL REVIEW THE ACCESS ROADS AND DETERMINE THE LOCATION FOR TURNOUTS, RAMPS, ROAD DRAINAGE, ALIGNMENT, ETC. UPON COMPLETION OF THE PROJECT, SOME PORTIONS OF THE ACCESS ROADS MAY REQUIRE MINOR MODIFICATIONS AND ALTERATIONS. THE ACCESS ROADS WHICH REMAIN SHALL BE LEFT IN GOOD CONDITION FOR THE DISTRICT, FARMERS, AND OTHER LOCAL TRAFFIC.
- THE DESIGNATED ACCESS ROADS FOR THIS PROJECT MAY REQUIRE THE CONTRACTOR TO MODIFY AND REWORK THE GRADING OF THE EXISTING ROADS TO MEET THE CONTRACTOR'S HAULING AND ROAD DRAINAGE REQUIREMENTS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING ANY NECESSARY IMPROVEMENTS, MODIFICATIONS, AND ALTERATIONS TO MEET HIS REQUIREMENTS AND FOR THE MAINTENANCE.
- THE CONTRACTOR'S EQUIPMENT SHALL BE RESTRICTED TO OPERATE ONLY ON THOSE ROADS AND WITHIN THOSE SPECIFIED WORK AREAS INDICATED ON THE PLANS UNLESS OTHERWISE APPROVED BY THE ENGINEER, DISTRICT, AND LANDOWNERS.
- NEITHER THE DISTRICT NOR THE ENGINEER MAKE ANY WARRANTY OR GUARANTEE AS TO THE ADEQUACY OF THE EXISTING NATIVE MATERIALS TO SUPPORT THE CONSTRUCTION TRAFFIC ON THE ACCESS ROADS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAKING THE NECESSARY IMPROVEMENTS AND PROVIDING THE NECESSARY MEASURES REQUIRED TO ACCOMMODATE HIS ANTICIPATED NEEDS.
- CONTRACTOR MUST MAINTAIN ACCESS ALONG THE LEVEE CROWN ROAD AT ALL TIMES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL SECURE ALL OTHER ACCESS ROAD EASEMENTS AS MAY BE REQUIRED WITH THE INDIVIDUAL PROPERTY OWNERS FOR ALL NON-DISTRICT AND/OR PUBLIC ACCESS ROADS AND AS DESCRIBED IN SPECIAL PROVISIONS, SECTION 1.12, "TRAFFIC CONTROL & RIGHT-OF-WAY."

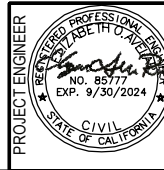
ABBREVIATIONS:

@	AT	LT	LEFT
Ø	DIAMETER	MAX	MAXIMUM
AB	AGGREGATE BASE	MIN	MINIMUM
AC	ASPHALTIC CONCRETE	MH	MANHOLE
ACB	ARTICULATING CONCRETE BLOCK	MHHW	MEAN HIGHER HIGH WATER
AP	ANGLE POINT	MLLW	MEAN LOWER LOW WATER
BC	BEGINNING OF CURVE	MON	MONUMENT
BFE	BASE FLOOD ELEVATION	N	NORTH, NORTHING
BM	BENCHMARK	(N)	NEW
BMP	BEST MANAGEMENT PRACTICE	NIC	NOT IN CONTRACT
BOC	BACK OF CURB	NO	NUMBER
BOW	BACK OF WALK	NTS	NOT TO SCALE
CB	CATCH BASIN	OC	ON CENTER
CC	CENTER TO CENTER	OD	OUTSIDE DIAMETER
CFS	CUBIC FEET PER SECOND	OH	OVERHEAD
CL	CENTERLINE	PCC	PORTLAND CEMENT CONCRETE
CLSM	CONTROLLED LOW STRENGTH MATERIAL	PL	PROPERTY LINE
CONC	CONCRETE	POC	POINT OF CONNECTION
CTR	CENTER	PP	POWER POLE
CY	CUBIC YARD	PRC	POINT OF REVERSE CURVATURE
DIM	DIMENSION	PSI	POUNDS PER SQUARE INCH
DWG	DRAWING	PUE	PUBLIC UTILITY EASEMENT
DWSE	DESIGN WATER SURFACE ELEVATION	PVC	POLYVINYL CHLORIDE
E	EAST, EASTING	R	RADIUS
(E), EX	EXISTING	RC	RELATIVE COMPACTION
EA	EACH	RCP	REINFORCED CONCRETE PIPE
EC	END OF CURVE	ROW	RIGHT-OF-WAY
EF	EACH FACE	RT	RIGHT
EG	EXISTING GROUND	SPEC	SPECIFICATION
EL, ELEV	ELEVATION	S	SOUTH, SLOPE
EP	EDGE OF PAVEMENT	SD	STORM DRAIN
EW	EACH WAY	SF	SQUARE FEET
EWEF	EACH WAY EACH FACE	SHT	SHEET
FF	FINISH FLOOR	SPEC	SPECIFICATION
FG	FINISH GRADE	SS	SANITARY SEWER, STAINLESS STEEL
FL	FLOWLINE	STA	STATION
FOC	FACE OF CURB	STD	STANDARD
FT	FOOT, FEET	SY	SQUARE YARD
G	GAS	TBM	TEMPORARY BENCHMARK
GA	GAUGE	TC	TOP OF CURB
GALV	GALVANIZED	TOC	TOP OF CONCRETE
GB	GRADE BREAK	TOW	TOP OF WALL
GPM	GALLONS PER MINUTE	TEL	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TEMP	TEMPORARY
HORIZ	HORIZONTAL	TN	TON
HP	HIGH POINT	TYP	TYPICAL
ID	INSIDE DIAMETER	UNO	UNLESS NOTED OTHERWISE
IN	INCH, INCHES	VERT	VERTICAL
INV	INVERT	W	WEST, WATER
JP	JOINT POLE	WSP	WELDED STEEL PIPE
LF	LINEAR FEET	YR	YEAR
LP	LOW POINT		

CONVENTIONS:



SUBMITTAL	
%	Date
30	
60	
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NO.	DESCRIPTION	DATE	APPR.

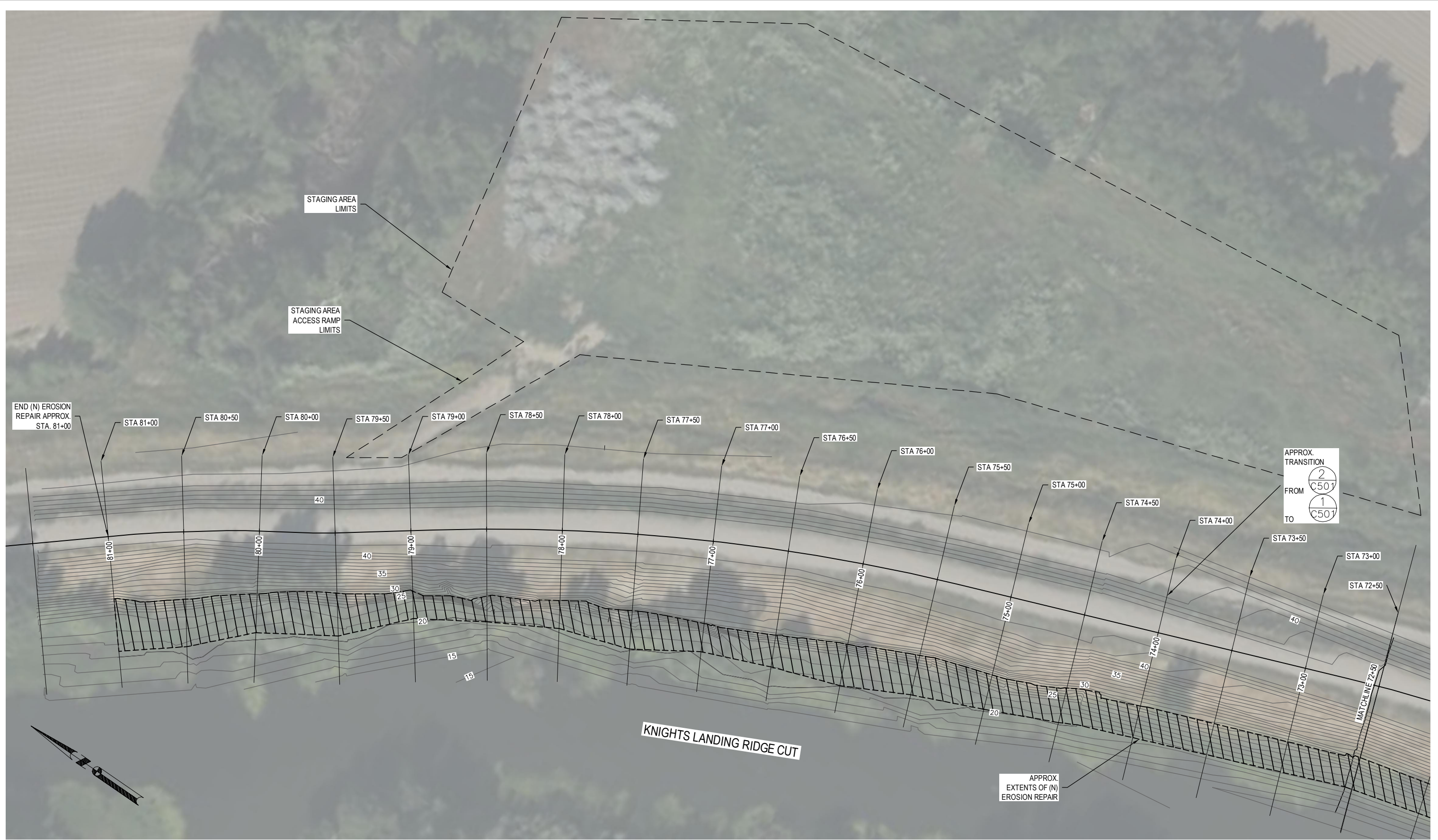
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CHECK BY	EAR		
HORIZONTAL DATUM	CCS83, ZONE 2		
VERTICAL DATUM	NAVD88		

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RIDGE CUT EROSION REPAIR PROJECT
KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA
CONSTRUCTION NOTES

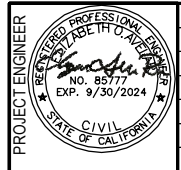
DATE	MAY 22, 2024
SHEET IDENTIFICATION	C-002
SHEET	3 OF 8
KSN PROJECT FILE NO.	2166-0110

FILE SPEC: P:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD_Sheets\C-101-102-Plans.dwg
 PLOT DATE: May 21, 2024 - 2:50pm



811
 Know what's below.
 Call before you dig.

SUBMITTAL	
%	Date
30	
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NO.	DESCRIPTION	DATE	APPR.

DESIGN BY ARR
 DRAWN BY ARR
 CHECK BY EAR
 HORIZONTAL DATUM
 CCS83, ZONE 2
 VERTICAL DATUM
 NAVD88

KJELDEN SINNOCK NEUDECK
 inc. CIVIL ENGINEERS & LAND SURVEYORS
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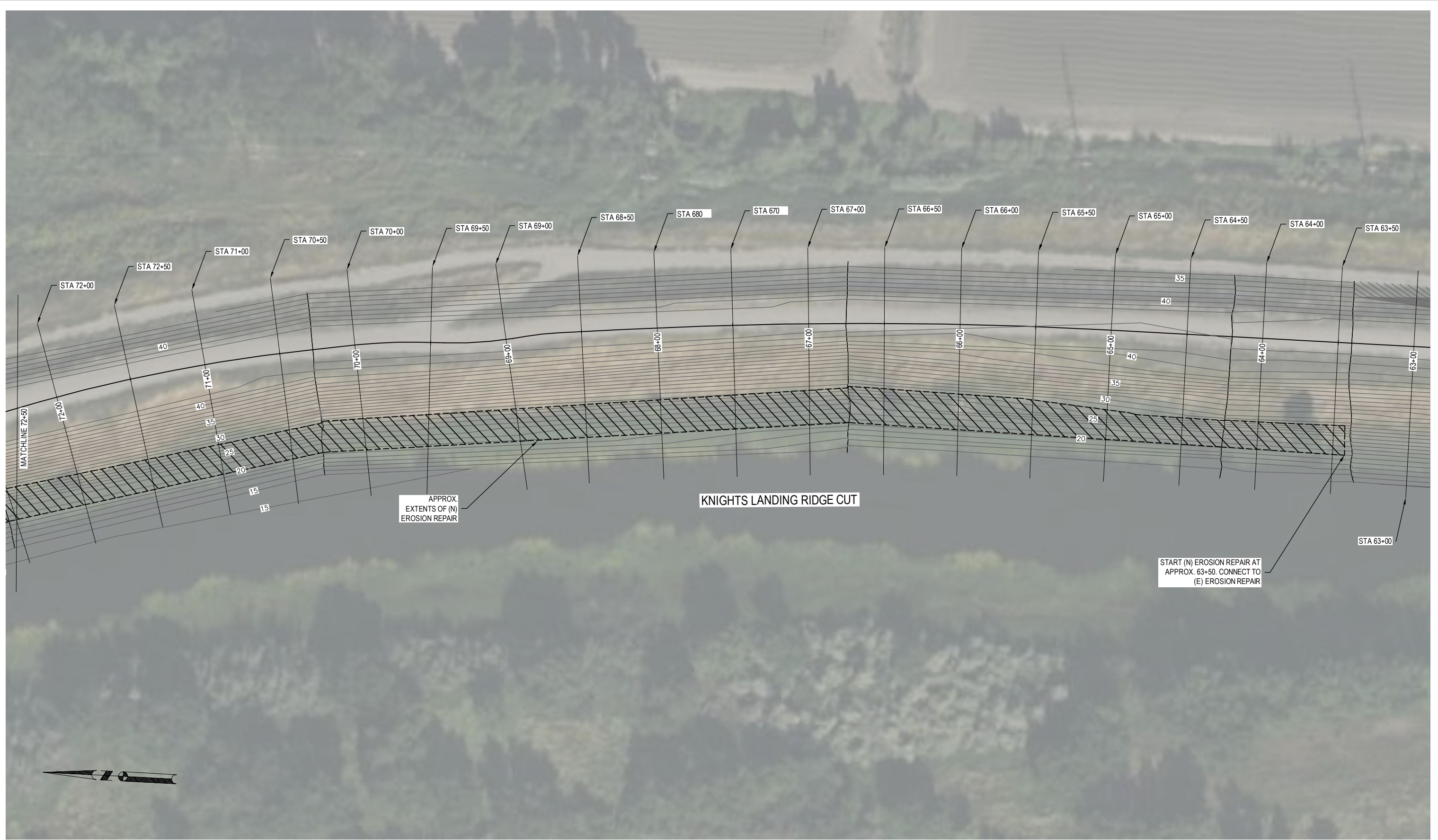
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RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA

PLAN VIEW

DATE MAY 22, 2024
 SHEET IDENTIFICATION
C-101
 SHEET 4 OF 8
 KSN PROJECT FILE NO.
 2166-0110

FILE SPEC: P:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD_Sheets\C-101-102-Plans.dwg
 PLOT DATE: May 21, 2024 - 2:50pm



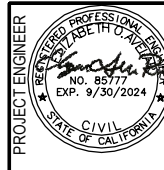
KNIGHTS LANDING RIDGE CUT

APPROX.
EXTENTS OF (N)
EROSION REPAIR

START (N) EROSION REPAIR AT
APPROX. 63+50. CONNECT TO
(E) EROSION REPAIR

811
Know what's below.
Call before you dig.

SUBMITTAL	
%	Date
30	
60	
100	



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY ARR
 DRAWN BY ARR
 CHECK BY EAR
 HORIZONTAL DATUM
 CCS83, ZONE 2
 VERTICAL DATUM
 NAVD88

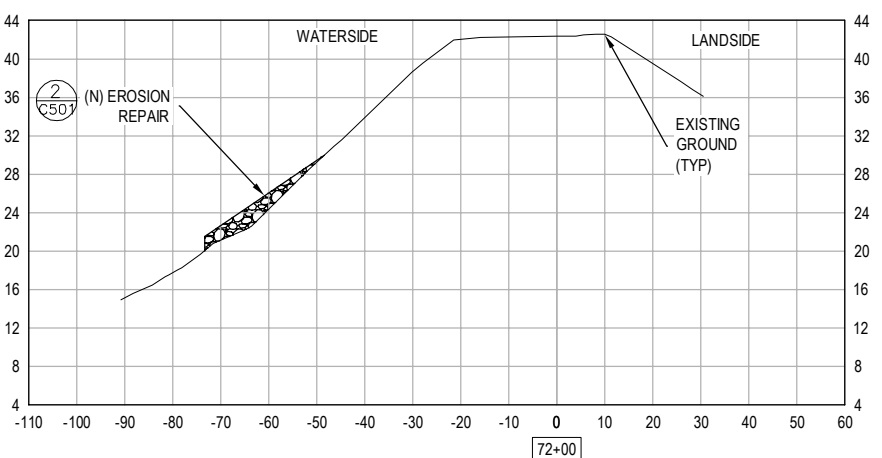
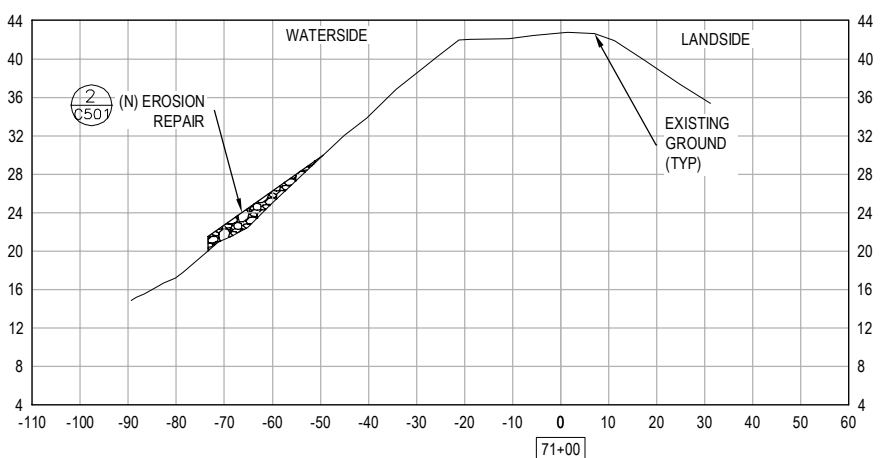
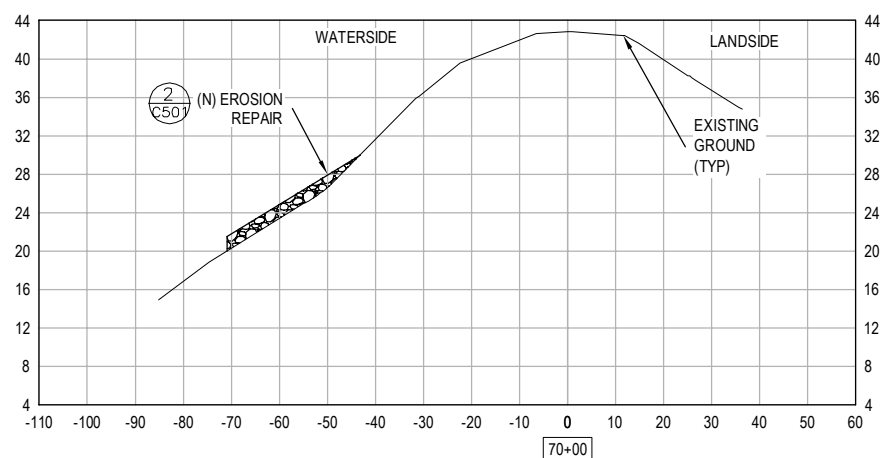
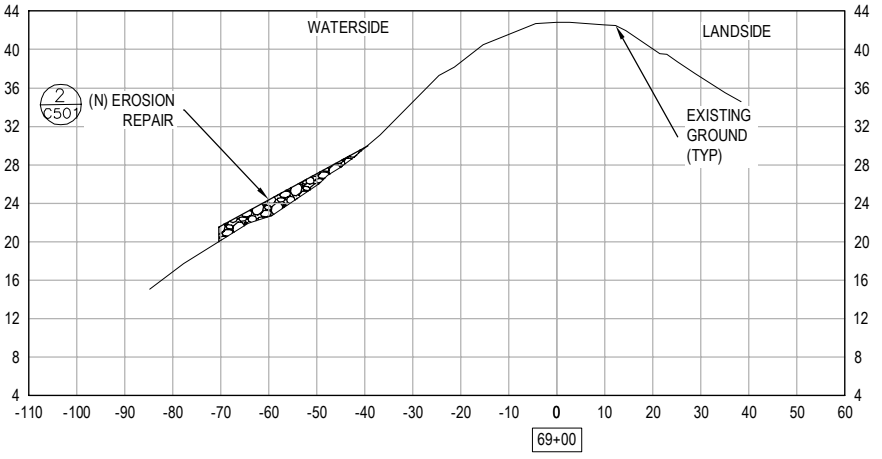
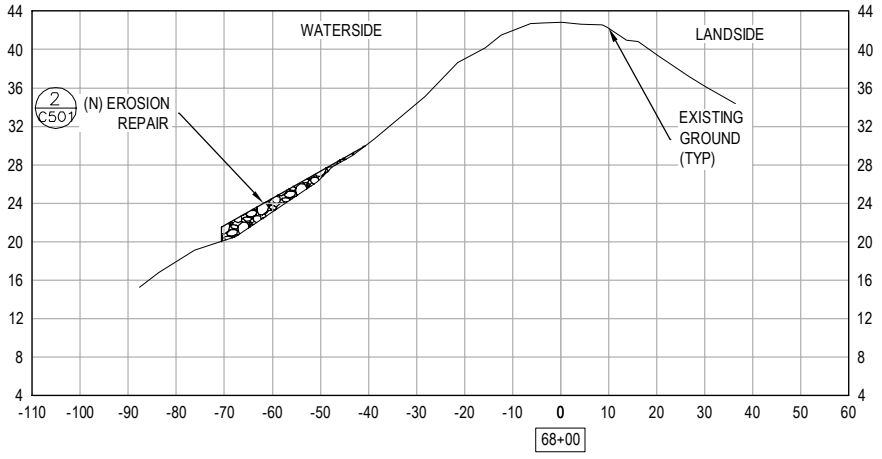
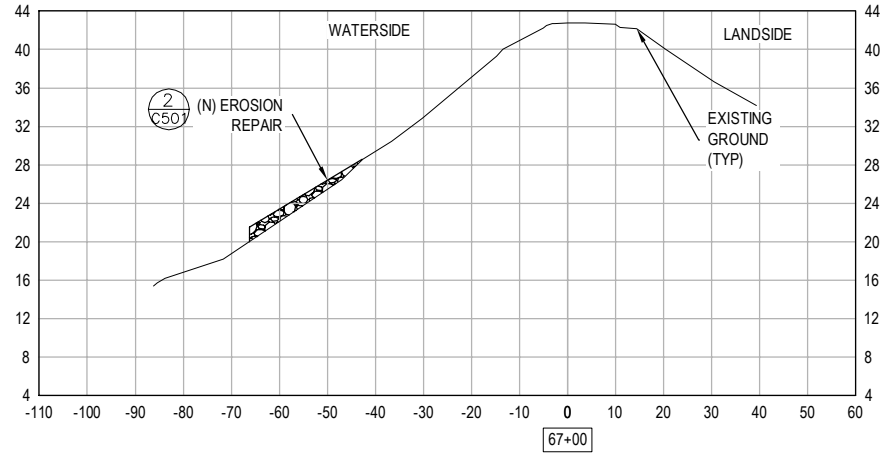
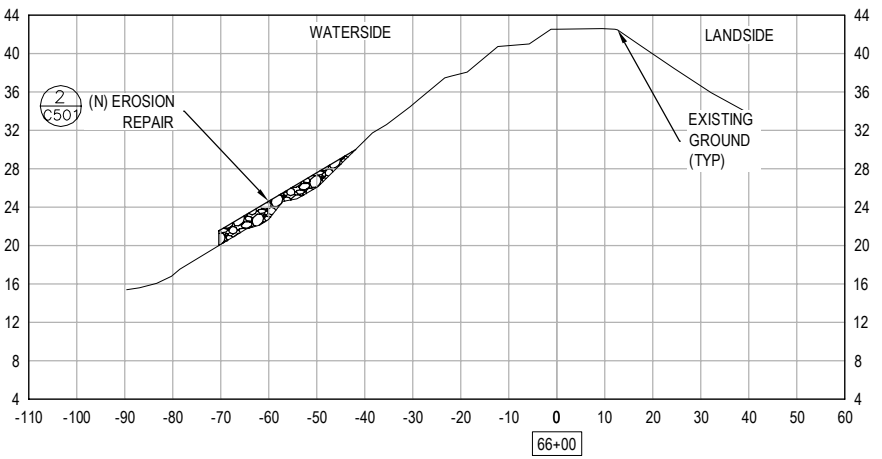
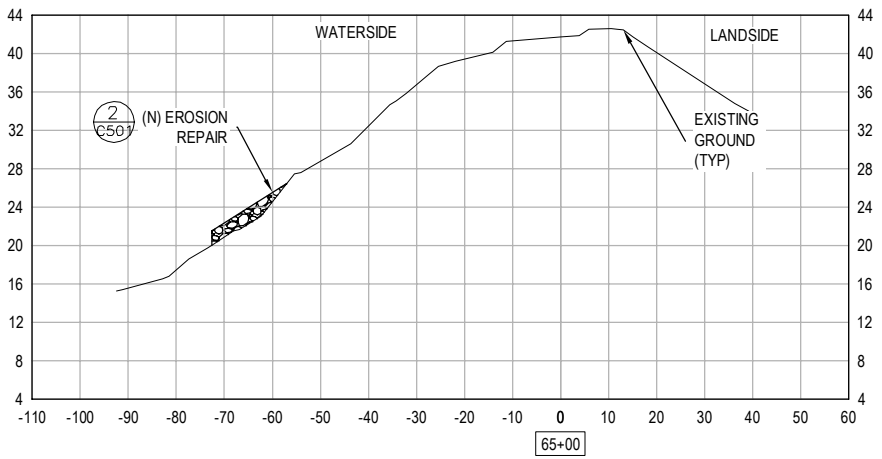
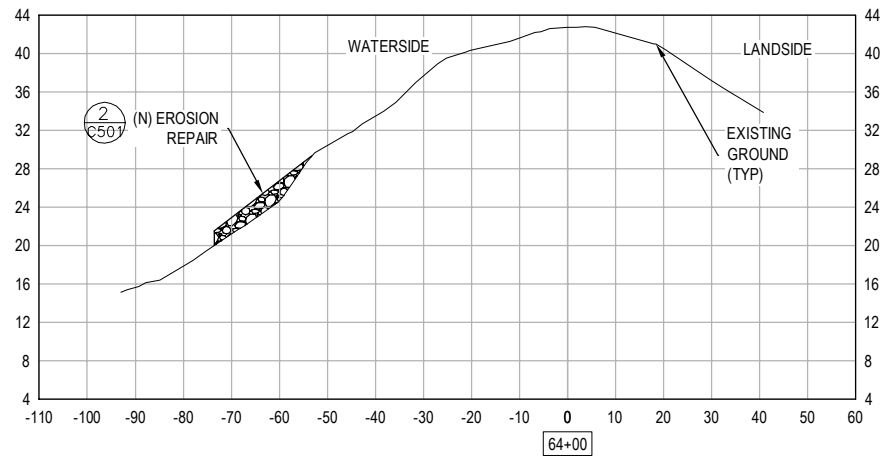
DRAWING SCALE
 1" = 30'
 ORIGINAL DRAWING SCALE
 0 1/2" 1"

KJELDSEN SINNOCK NEUDECK
 inc. CIVIL ENGINEERS & LAND SURVEYORS
 www.ksninc.com
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 Stockton, CA 95203
 209-946-0268
 1550 Harbor Blvd., Suite 212
 West Sacramento, CA 95691
 916-403-5900

RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA
PLAN VIEW

DATE
 MAY 22, 2024
 SHEET IDENTIFICATION
C-102
 SHEET 5 OF 8
 KSN PROJECT FILE NO.
 2166-0110

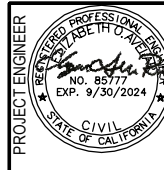
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 PLOT DATE: May 21, 2024 2:51pm



NOTE:
 1. SEE SHEET C-501 FOR REPAIR DETAIL.

811
 Know what's below.
 Call before you dig.

SUBMITTAL	
%	Date
30	
60	
100	



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	ARR
DRAWN BY	ARR
CHECK BY	EAR
HORIZONTAL DATUM	CCS83, ZONE 2
VERTICAL DATUM	NAVD88

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 916-403-5900

RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA

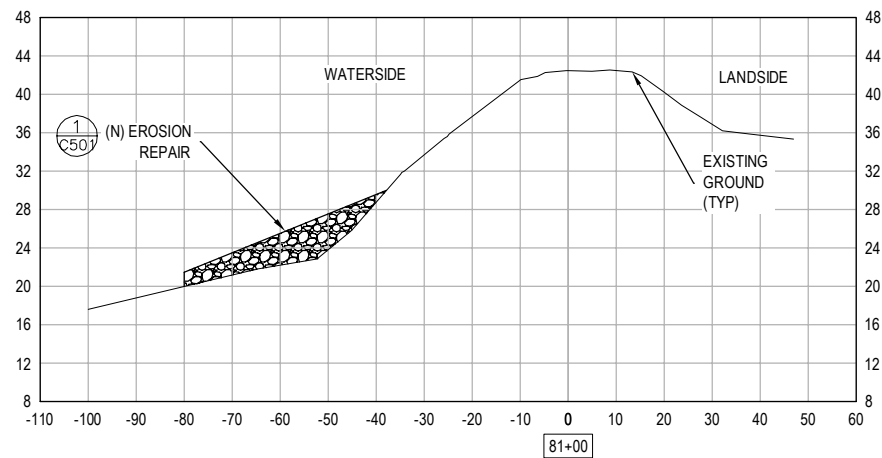
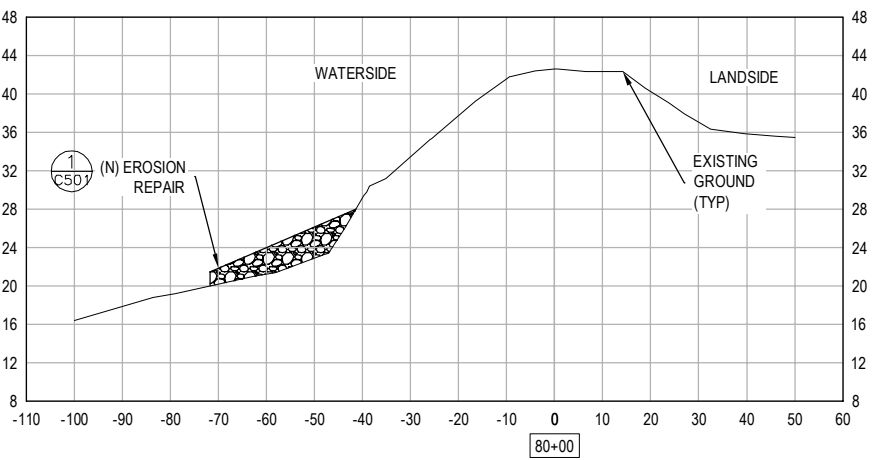
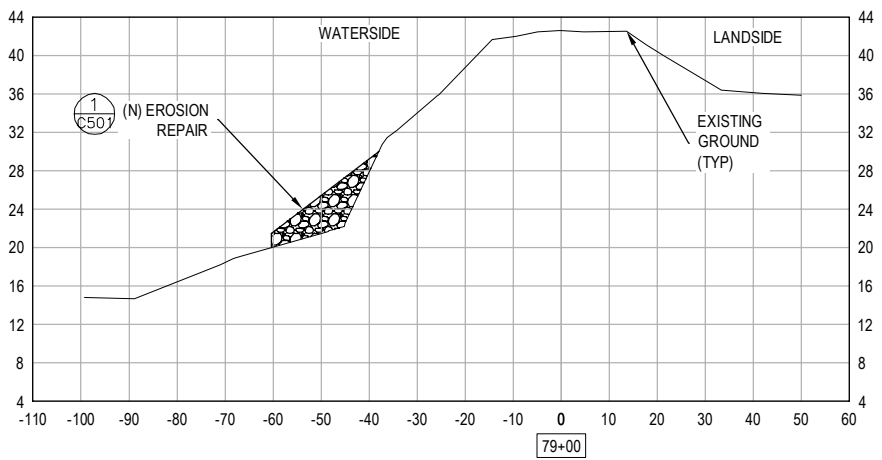
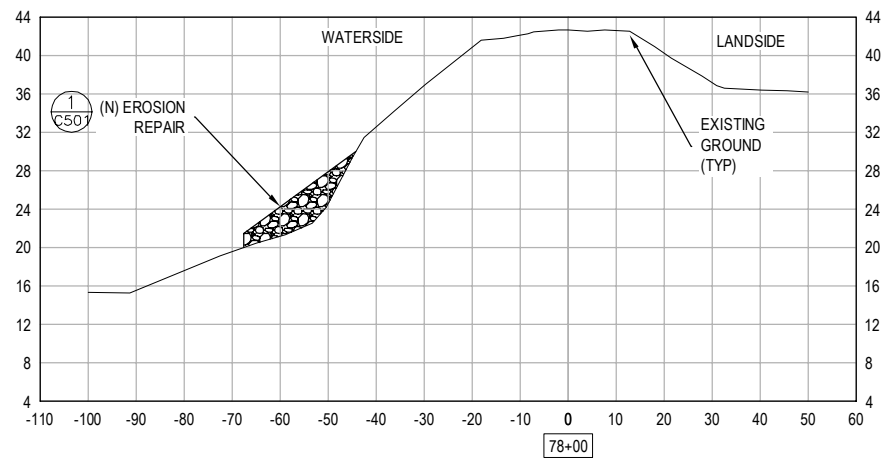
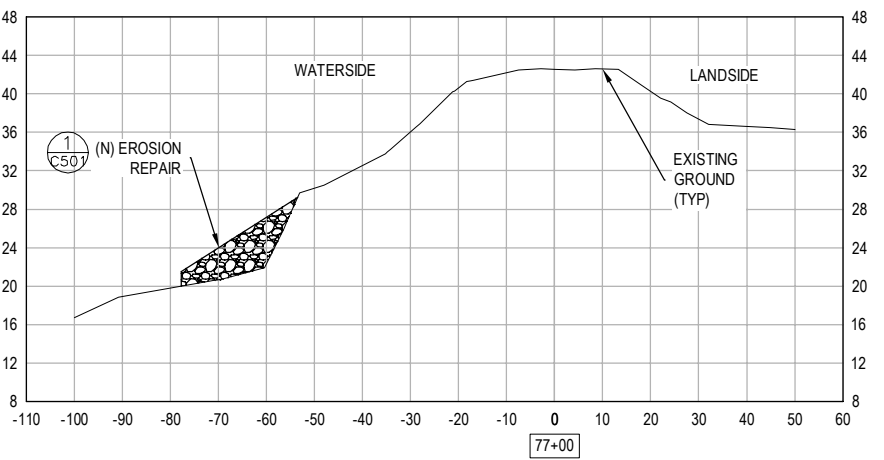
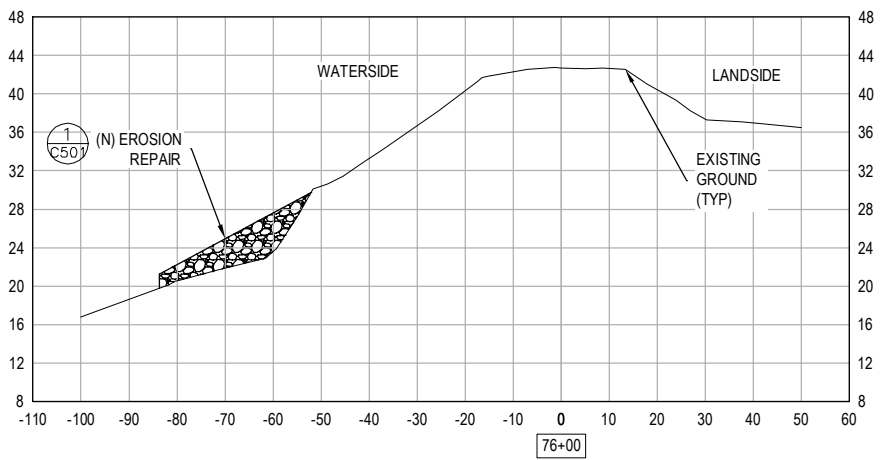
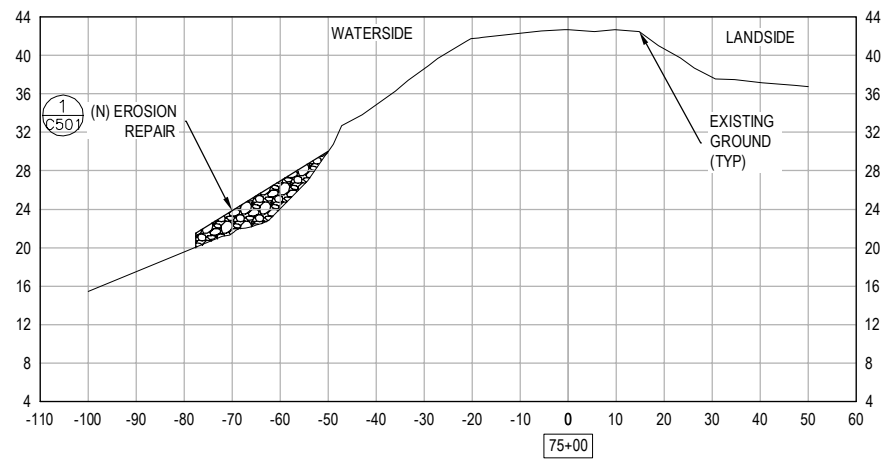
SECTIONS
 64+00 TO 72+00

DATE
 MAY 22, 2024

SHEET IDENTIFICATION
C-301

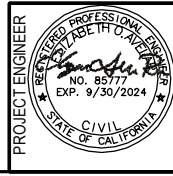
SHEET 6 OF 8
 KSN PROJECT FILE NO.
 2166-0110

FILE SPEC: P:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD\Sheets\C-301-302-CrossSections.dwg
 PLOT DATE: May 21, 2024 - 2:51pm



NOTE:
 1. SEE SHEET C-501 FOR REPAIR DETAIL.

	SUBMITTAL	
	%	Date
	30	
	60	
	100	



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	ARR	DRAWING SCALE	1" = 20'
DRAWN BY	ARR		
CHECK BY	EAR	ORIGINAL DRAWING SCALE	0 1/2" 1"
HORIZONTAL DATUM	CCS83, ZONE 2		
VERTICAL DATUM	NAVD88		

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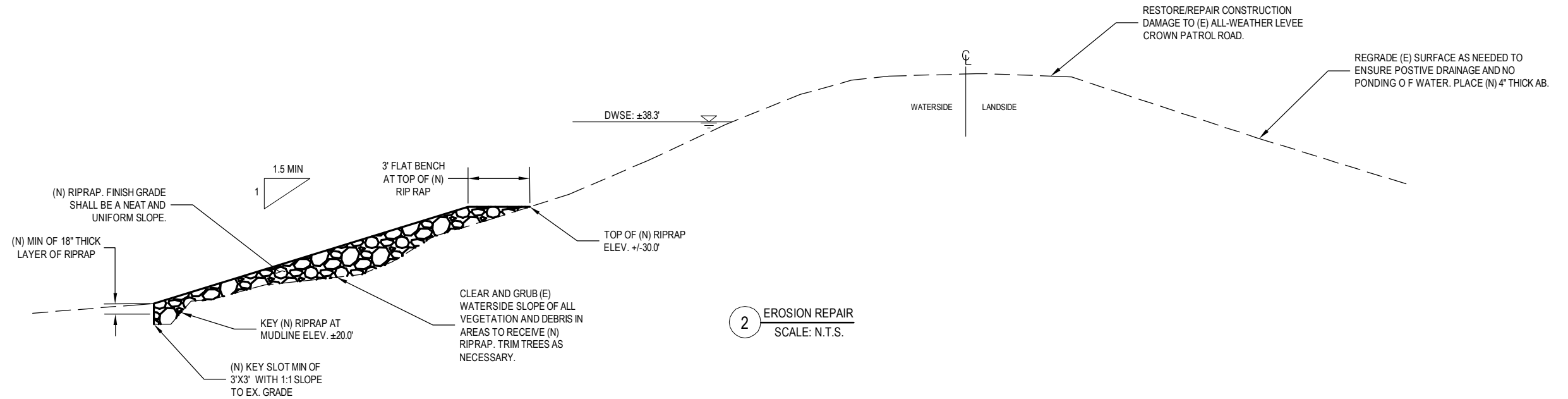
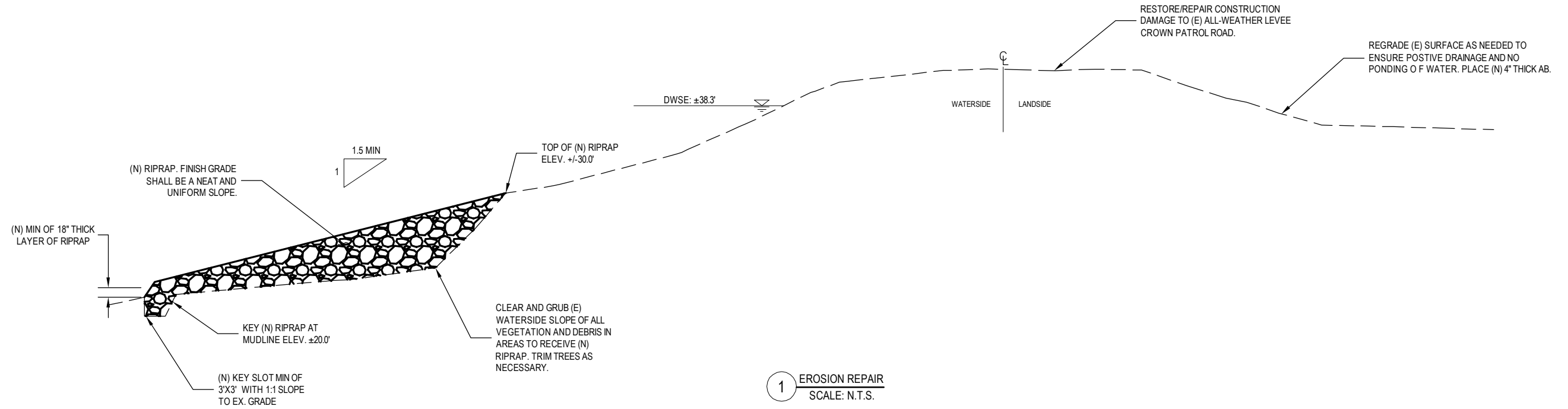
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 West Sacramento, CA 95691
 916-403-5900

RIDGE CUT EROSION REPAIR PROJECT
 KNIGHTS LANDING RIDGE DRAINAGE DISTRICT
 YOLO COUNTY, CALIFORNIA

SECTIONS
 75+00 TO 81+00

DATE	MAY 22, 2024
SHEET IDENTIFICATION	C-302
SHEET	7 OF 8
KSN PROJECT FILE NO.	2166-0110

FILE: S:\2166_Knights_Landing_Levee_Repair\0110_Ridge_Cut_Erosion_Repair\08_Civil\400_Plans\020_CAD\Sheets\C-501-Details.dwg
 PLOT DATE: May 21, 2024 2:51pm



SUBMITTAL	
%	Date
30	
60	
100	



NO.	DESCRIPTION	DATE	APPR.

DESIGN BY	ARR
DRAWN BY	ARR
CHECK BY	EAR
HORIZONTAL DATUM	CCS83, ZONE 2
VERTICAL DATUM	NAVD88

DRAWING SCALE	AS SHOWN
ORIGINAL DRAWING SCALE	0 1/2" 1"



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RIDGE CUT EROSION REPAIR PROJECT KNIGHTS LANDING RIDGE DRAINAGE DISTRICT YOLO COUNTY, CALIFORNIA	
DETAILS	

DATE	MAY 22, 2024
SHEET IDENTIFICATION	C-501
SHEET	8 OF 8
KSN PROJECT FILE NO.	2166-0110