

**Donner Summit Public Utility District
Board of Directors Regular Meeting
Agenda
Tuesday, November 21, 2023 - 6:00 P.M.
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

The Public is welcome to attend in person or participate by Zoom Webinar: Meeting ID, 825 9834 4511, Password: 058194

Any member of the public desiring to address the Board on any matter within the Jurisdictional Authority of the District or on a matter on the Agenda before or during the Boards consideration of that item may do so. After receiving recognition from the Board President, please give your Name and Address (City) and your comments or questions. In order that all interested parties have an opportunity to speak, please limit your comments to the specific topics of discussion.

Unless specifically noted, the Board of Directors may act upon all items on the Agenda.

1. Call to Order

2. Roll Call

3. Clear the Agenda

4. Public Participation – *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.*

5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.

A. Approve Finance Report for November 2023

- 1. Cash Disbursements–General**, Month of October
- 2. Cash Disbursements–Payroll**, Month of October
- 3. Schedule of Cash and Reserves**, September
- 4. Accountants Financial Statements**, September

B. Approve Regular Meeting Minutes for October 17, 2023

C. Approve Safety Meeting Minutes for October 2023

6. Department Reports

A. Administration - Steven Palmer, General Manager

B. Operations and Maintenance Summary, September

7. Action

A. Approve Plans and Specifications and Authorize the General Manager to Issue the Notice Inviting Bids for the Sugar Bowl Sewer Extension Project Phase 2A

B. Approve a Revised Organizational Chart and Job Descriptions for Office Assistant and Office Manager

8. Director Reports: *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.*

9. Adjournment

Schedule of Upcoming Meetings

Regular Meeting – December 19, 2023

Regular Meeting – January 16, 2024

Regular Meeting – February 20, 2024

We certify that on November 17, 2023, a copy of this agenda was posted in public view at 53823 Sherritt Lane Soda Springs, California, and the Soda Springs General Store.

Deleane Mehler



Deleane Mehler
Administrative Assistant

Steven Palmer
General Manager

Agenda Item: 5A.1

**Donner Summit Public Utility District
Check List**

**November 21, 2023
Agenda Item: 5A1**

All Bank Accounts
October 1, 2023 - October 31, 2023

Check Number	Check Date	Payee	Amount
Vendor Checks			
11897	10/11/23	APS ENVIRONMENTAL	3,500.00
11898	10/11/23	CREATIVE TECHNOLOGIES	450.00
11899	10/11/23	EMCOR SERVICES INC.	2,831.00
11900	10/11/23	EMPLOYER DRIVEN SOLUTIONS	457.26
11901	10/11/23	EVERS LAW GROUP	1,350.50
11902	10/11/23	HILLBERG & COMPANY	14,000.00
11903	10/11/23	KNOWLEDGE SOLUTIONS	210.00
11904	10/11/23	MOUNTAIN HARDWARE & SPORTS	36.00
11905	10/11/23	MOUNTAIN HARDWARE & SPORTS	75.76
11906	10/11/23	MOUNTAIN HARDWARE & SPORTS	19.38
11907	10/11/23	PARAGON PEST CONTROL	65.00
11908	10/11/23	SCHAELENE ROLLINS	1,271.50
11909	10/11/23	SIERRA MOUNTAIN PIPE & SUPPLY	750.00
11910	10/11/23	STATE WATER RESOURCES CONTROL	110.00
11911	10/11/23	SUBURBAN PROPANE	4,892.17
11912	10/11/23	SUMMIT HOME CARE	400.00
11913	10/11/23	THATCHER COMPANY OF NEVADA, INC.	2,467.31
11914	10/11/23	THATCHER COMPANY OF NEVADA, INC.	776.70
11915	10/11/23	TRUCKEE AUTO PARTS	343.27
11916	10/11/23	TRUCKEE OVERHEAD DOOR INC.	470.00
11917	10/11/23	TRUCKEE TIRE	1,594.87
11918	10/11/23	ULINE	321.90
11919	10/11/23	UNDERGROUND SERVICE ALERT OF NORTHERN CA AND NV	431.70
11920	10/11/23	USA BLUEBOOK	796.98
11921	10/11/23	USA BLUEBOOK	574.38
11922	10/26/23	ALHAMBRA & SIERRA SPRINGS	115.94
11923	10/26/23	BARNARD, VOGLER & CO.	3,100.00
11924	10/26/23	MATTRACKS INC	1,937.28
11925	10/26/23	ROBERT E. SUTTON COMPANY INC.	7,440.00
11926	10/26/23	SHAFFER PAVING, INC.	6,415.00
11927	10/26/23	SUBURBAN PROPANE	5,981.57
11928	10/26/23	TAHOE TRUCKEE DISPOSAL	943.06
11929	10/26/23	USA BLUEBOOK	540.67
11930	10/26/23	WATERS VACUUM TRUCK SERVICE	2,422.50
11931	10/26/23	MISCO WATER	2,396.13
11932	10/26/23	NAPA SIERRA	86.58
11933	10/26/23	NATIONAL LIFE INSURANCE CO.	62.17
11934	10/26/23	PG&E COMPANY	38.36
11935	10/26/23	SAUERS ENGINEERING, INC.	5,837.50
11936	10/26/23	STATE WATER RESOURCES CONTROL	5,146.00
11937	10/26/23	SUBURBAN PROPANE	1,054.31
11938	10/26/23	THATCHER COMPANY OF NEVADA, INC.	17,251.84
11939	10/26/23	TRANSAMERICA LIFE INSURANCE	194.19
11940	10/26/23	UNITED RENTALS (NORTH AMERICA), INC.	215.00
11941	10/26/23	USA BLUEBOOK	1,265.15
11942	10/26/23	WORLD OIL	105.00
11943	10/26/23	PG&E COMPANY	30,579.45
11944	10/26/23	THATCHER COMPANY OF NEVADA, INC.	4,506.03
11945	10/26/23	AIRGAS NCN	810.52
11946	10/26/23	ALPEN LILY LLC	262.50
11947	10/26/23	AT&T	412.16
11948	10/26/23	BLUE SHIELD OF CALIFORNIA	13,456.97
11949	10/26/23	CAL HR	500.00
11950	10/26/23	CORBIN WILLITS SYSTEMS, INC.	474.50
11951	10/26/23	FED-EX	43.70
11952	10/26/23	GEI CONSULTANTS	12,209.61
11953	10/26/23	GRAINGER	385.02

**Donner Summit Public Utility District
Check List**

**November 21, 2023
Agenda Item: 5A1**

All Bank Accounts
October 1, 2023 - October 31, 2023

Check Number	Check Date	Payee	Amount
11954	10/26/23	HUMANA DENTAL INS. CO.	1,456.26
11955	10/26/23	KNOWLEDGE SOLUTIONS	210.00
11956	10/26/23	AT&T	28.38
Vendor Check Total			<u>166,079.03</u>
Check List Total			<u>166,079.03</u>

Check count = 60

Agenda Item: 5A.2

PAYROLL JOURNAL

November 21, 2023
Agenda Item: 5A2

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS	
**** 30 WATER SEWER King, James R 49	Regular			6,458.66					
	Vacation		M1:0000						
	Sick Accr-Memo				M1.85				
	Vacation-Memo				M4.62				
	EMPLOYEE TOTAL					1,796.39	1,896.55	Net Pay 2,766.72	
						150:00	Direct Deposit # 4658		
						93:65	Medicare		
						814:85	Fed Income Tax		
						428:32	CA Income Tax		
						58:13	CA Disability		
							457		
							Garnishment		
							2,292:31	Loan Payment	
							454:24	Check Amt 0:00	
								Chkg 730 2,766:72	
Patrick, Sean M 59	Regular	51:0800	78:2500	3,997.01					
	Overtime	76:6200	0:2500	19.16					
	Sick	51:0800	1:7500	89.39					
	Stand By			270.00					
	EMPLOYEE TOTAL							450:00	
								Net Pay 2,921:86	
								Direct Deposit # 4659	
								Check Amt 0:00	
								Chkg 717 2,921:86	
Schott, Paul A 14	Regular	54:0500	80:0000	4,324.00					
	Overtime	81:0750	4:0000	324.30					
	Stand By			270.00					
	Sick Accr-Memo								
	Vacation-Memo								
EMPLOYEE TOTAL								450:00	
								Net Pay 2,921:86	
								Direct Deposit # 4660	
								Check Amt 0:00	
								Chkg 019 2,565:34	
Shelton, Joshua M... 64	Regular	37:6000	70:0000	2,632.00					
	Overtime	56:4000	0:2500	14.10					
	Vacation	37:6000	10:0000	376.00					
	EMPLOYEE TOTAL								850:00
									Net Pay 2,565:34
								Direct Deposit # 4661	
								Check Amt 0:00	
								Chkg 722 2,315:23	
Vosburgh, Justin E 57	Regular	55:7000	80:0000	4,456.00					
	Stand By			180.00					
	EMPLOYEE TOTAL								50:00
									Net Pay 2,315:23
									Direct Deposit # 4662
								Check Amt 0:00	
								Chkg 400 3,183:75	
									171:34
									Loan 2
									387:55
									296:98
									41:72
									656:87
									50:00
									Net Pay 2,315:23
									Direct Deposit # 4662
									Check Amt 0:00
									Chkg 400 3,183:75
									1,080:91
									371:34
									Net Pay 3,183:75
									107:05
									25:03
									66:13
									45:25
									15:54
									259:00
									Net Pay 1,467:70
									Direct Deposit # 4663
									Check Amt 0:00
									Chkg 400 1,467:70
									1,339:91
									371:34
									Net Pay 4,651:45
									219:58
									51:35
									532:25
									194:25
									31:87
									100:00
									243:52
									103:78
									Direct Deposit # 4664
									Check Amt 0:00
									Chkg 963 2,065:00

PAYROLL JOURNAL November 21, 2023 Agenda Item: 5A2

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS			
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS		
**** 50 ADMIN (cont.) Mehler, Deleane (cont.) 51										
	EMPLOYEE TOTAL		80.0000	3,541.60						
Palmer, Steven V 65	Regular			7,456.04	Social Security	1,029.30	Net Pay	2,065.00		
	Sick		M20.0000		Medicare	462.27	457	447.30		
	Vacation		M16.0000		Fed Income Tax	108.11	201.93	201.93		
					CA Income Tax	1,259.41		Direct Deposit # 4665		
					CA Income Tax	584.27		Check Amt	0.00	
					CA Disability	67.10		Chkg 779	3,984.95	
								Savg 217	788.00	
	EMPLOYEE TOTAL		36.0000	7,456.04		2,481.16		Net Pay	4,772.95	
COMPANY TOTALS										
7 Person(s)	Regular		380.2500	32,511.15	Social Security	2,240.35	457	2,001.93	Check Amt	0.00
8 Transaction(s)	Double Time		2.0000	222.80	Medicare	523.95		150.00	Dir Dep	22,058.55
	Overtime		22.5000	1,861.46	Fed Income Tax	4,372.37		1,292.31		
	Sick		21.7500	89.39	CA Income Tax	2,197.42		414.86		
	Stand By			720.00	CA Disability	325.20		558.02		
	Vacation		35.0000	730.16						
	Sick Accr-Memo									
	Vacation -Memo									
	COMPANY TOTAL		461.5000	36,134.96		9,659.29		4,417.12	Net Pay	22,058.55
					3.70					
					10.77					
					Employer Liabilities					
					Social Security	2,240.36				
					Medicare	523.96				
					TOTAL EMPLOYER LIABILITY	2,764.32				
					TOTAL TAX LIABILITY	12,423.61				
(IC) = Independent Contractor										

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/13/23: \$38,899.28

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	38,899.28
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	38,899.28
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,124.81
	CASH REQUIRED FOR CHECK DATE 10/13/23	42,024.09

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/12/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	22,058.55	22,058.55
10/12/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	4,417.12	4,417.12
10/12/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,240.35	
				Medicare	523.95	
				Fed Income Tax	4,372.37	
				CA Income Tax	2,197.42	
				CA Disability	325.20	
				Total Withholdings	9,659.29	
				Employer Liabilities		
				Social Security	2,240.36	
				Medicare	523.96	
				Total Liabilities	2,764.32	12,423.61
				EFT FOR 10/12/23		38,899.28
				TOTAL EFT		38,899.28

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/13/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Loan 2	414.86	

PAYROLL JOURNAL

November 21, 2023
Agenda Item: 5A2

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS	
**** 30 WATER SEWER King, James R 49	Regular			6,458.66	Social Security	406.63	457	150.00	Direct Deposit # 4666
	Life Ins Reimb Txble			100.00	Medicare	95.10		1,292.31	Check Amt
	Vacation		M8.0000		Fed Income Tax	838.85		454.24	Chkg 730
	Sick Accr-Memo				CA Income Tax	438.55			2,823.95
	Vacation -Memo				CA Disability	59.03			
	EMPLOYEE TOTAL			8.0000	6,558.66		1,838.16	1,896.55	Net Pay
Patrick, Sean M 59	Regular	51.0800	77.2500	3,945.93	Social Security	311.27	457	450.00	Direct Deposit # 4667
	Overtime	76.6200	6.0000	459.72	Medicare	72.80		37.41	Check Amt
	Double Time	102.1600	2.0000	204.32	Fed Income Tax	519.30			0.00
	Sick	51.0800	2.7500	140.47	CA Income Tax	309.74			Chkg 717
	Stand By			270.00	CA Disability	45.18			3,274.74
	EMPLOYEE TOTAL			88.0000	5,020.44		1,258.29	487.41	Net Pay
Schott, Paul A 14	Regular	54.0500	80.0000	4,324.00	Social Security	318.68	457	850.00	Direct Deposit # 4668
	Overtime	81.0750	5.5000	445.91	Medicare	74.52		150.00	Check Amt
	Life Ins Reimb Txble			100.00	Fed Income Tax	727.27			0.00
	Stand By			270.00	CA Income Tax	281.04			Chkg 019
	Sick Accr-Memo				CA Disability	46.26			2,692.14
	Vacation -Memo								
EMPLOYEE TOTAL			85.5000	5,139.91		1,447.77	1,000.00	Net Pay	2,692.14
Shelton, Joshua M... 64	Regular	37.6000	40.0000	1,504.00	Social Security	192.70	457	50.00	Direct Deposit # 4669
	Life Ins Reimb Txble			100.00	Medicare	45.07			Check Amt
	Vacation	37.6000	40.0000	1,504.00	Fed Income Tax	262.57			0.00
					CA Income Tax	155.01			Chkg 722
					CA Disability	27.97			2,374.68
	EMPLOYEE TOTAL			80.0000	3,108.00		683.32	50.00	Net Pay
Vosburgh, Justin E 57	Regular	55.7000	70.0000	3,899.00	Social Security	287.44	457	200.00	Direct Deposit # 4670
	Sick	55.7000	10.0000	557.00	Medicare	67.22		35.00	Check Amt
	Stand By			180.00	Fed Income Tax	387.55		171.34	0.00
					CA Income Tax	296.98			Chkg 400
					CA Disability	41.72			3,148.75
	EMPLOYEE TOTAL			80.0000	4,636.00		1,080.91	406.34	Net Pay
	CHECK 1 TOTAL		80.0000	4,636.00					
	Overtime	83.5500	18.0000	1,503.90	Social Security	93.24			Direct Deposit # 4671
					Medicare	21.81			Check Amt
					Fed Income Tax	43.85			0.00
					CA Income Tax	33.84			Chkg 400
					CA Disability	13.54			1,297.62
	CHECK 2 TOTAL		18.0000	1,503.90		206.28			Net Pay
	EMPLOYEE TOTAL		98.0000	6,139.90		1,287.19	406.34		Net Pay
**** 40 BOARD MEMBER Combs, William C 68	Regular			250.00	Social Security	44.72			Direct Deposit # 4672
	Health Stipend			471.34	Medicare	10.46			Check Amt
					CA Income Tax	7.20			0.00
					CA Disability	6.49			Chkg 718
									652.47

PAYROLL JOURNAL

November 21, 2023
Agenda Item: 5A2

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** 40 BOARD MEMBER (cont.)							
Combs, William C (cont.)							
68							
EMPLOYEE TOTAL				721.34			
Gamick, Philip 28	Regular			250.00			
	Health Stipend			1,067.08			
EMPLOYEE TOTAL					68.87		Net Pay 652.47
					81.66		Direct Deposit # 4673
					19.09		Check Amt 0.00
					75.17		Chkg 486 1,113.28
					16.03		
					11.85		
EMPLOYEE TOTAL				1,317.08	203.80		Net Pay 1,113.28
Kaufman, Joan B 67	Regular			275.00			Direct Deposit # 4674
	Health Stipend			1,142.19			Check Amt 0.00
EMPLOYEE TOTAL							Chkg 974 1,169.33
					87.86		
					20.55		
					97.68		
					29.02		
					12.75		
EMPLOYEE TOTAL				1,417.19	247.86		Net Pay 1,169.33
Parkhurst, Dawn E 66	Regular			250.00			Direct Deposit # 4675
	Health Stipend			743.18			Check Amt 0.00
EMPLOYEE TOTAL							Chkg 495 598.28
					61.58		
					14.40		
					296.80		
					13.18		
					8.94		
EMPLOYEE TOTAL				993.18	394.90		Net Pay 598.28
Preis, Cathy 44	Regular			300.00			Direct Deposit # 4676
	Health Stipend			843.46			Check Amt 0.00
EMPLOYEE TOTAL							Chkg 011 949.96
					70.89		
					16.58		
					84.68		
					11.06		
					10.29		
EMPLOYEE TOTAL				1,143.46	193.50		Net Pay 949.96
**** 50 ADMIN							
Mehler, Deleane							
51							
	Regular	44,2700	80,0000	3,541.60			Direct Deposit # 4677
EMPLOYEE TOTAL							Check Amt 0.00
					219.58	457	100.00
					51.35	Loan 2	243.52
					532.25	Loan Payment	103.78
					194.25		Chkg 963 2,065.00
					31.87		
EMPLOYEE TOTAL				80,0000	3,541.60		Net Pay 2,065.00
					1,029.30		447.30
					462.27	457	201.93
					108.12		
					1,258.41		
					584.27		
					16.56		
EMPLOYEE TOTAL				7,456.04	2,430.63		201.93
EMPLOYEE TOTAL							Net Pay 4,823.48
COMPANY TOTALS							
12 Person(s)	Regular		347,2500	32,454.23			Check Amt 0.00
13 Transaction(s)	Double Time		2,0000	204.32			Dir Dep 26,983.68
	Overtime		29,5000	2,409.53			
					2,638.52	457	2,001.93
					617.07	Credit Un 2	150.00
					5,125.38	Garnishment	1,292.31

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/27/23: \$45,739.99

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	45,739.99
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	45,739.99
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,197.22
	CASH REQUIRED FOR CHECK DATE 10/27/23	48,937.21

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/26/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	26,983.68	26,983.68
10/26/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	4,417.12	4,417.12
10/26/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,638.52	
				Medicare	617.07	
				Fed Income Tax	5,125.38	
				CA Income Tax	2,370.17	
				CA Disability	332.45	
				Total Withholdings	11,083.59	
				Employer Liabilities		
				Social Security	2,638.52	
				Medicare	617.08	
				Total Liabilities	3,255.60	14,339.19
				EFT FOR 10/26/23		45,739.99
				TOTAL EFT		45,739.99

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/27/23	Refer to your records for account Information		Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Life Ins EE Post Tax	72.41	

Agenda Item: 5A.3

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES
 SEPTEMBER 30, 2023

<u>Bank Account</u>	<u>Reserve</u>	<u>Book Balance</u>	<u>Reserves Restricted</u>
Wells Fargo - Checking		\$ (237,964.63)	
Wells Fargo - Deposit		1,095,131.59	
Wells Fargo - Savings		307,477.74	
Wells Fargo - Payroll		6,182.12	
LAIF		3,475.63	
	SWRCB Loan Construction		719,191.03
	WTP Loan Construction		10,359.94
	Big Bend Water Loan Reserve 1		5,662.40
	Big Bend Water Loan Reserve 2		2,325.60
	Big Bend Assessment		6,495.92
	Big Bend Loan Fund - Loan 1		14,156.00
	Big Bend Loan Fund - Loan 2		5,814.00
	Sugar Bowl Expansion		109,869.91
Totals		<u>1,174,302.45</u>	<u>873,874.80</u>
Unrestricted Cash Available			<u>\$ 300,427.65</u>

Agenda Item: 5A.4

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT
SEPTEMBER 30, 2023

DONNER SUMMIT PUBLIC UTILITY DISTRICT
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SEPTEMBER 30, 2023

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100 West Liberty St.
Suite 1100
Reno, NV 89501

775.786.6141
775.323.6211
bvcopas.com

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors
Donner Summit Public Utility District

Management is responsible for the accompanying financial statements of the business-type activities of Donner Summit Public Utility District (the District) which comprise the statements of activities and changes in net position – budgetary basis for the three months ended September 30, 2023 in accordance with the budgetary basis of accounting, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information contained on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The financial statements are prepared on the budgetary basis of accounting, which includes expensing capital outlay purchases and principal payments on long-term debt. The budgetary basis of accounting is a basis of accounting other than accounting principles generally accepted in the United States of America.

Barnard, Vogler & Co.

Reno, Nevada
November 3, 2023

DONNER SUMMIT PUBLIC UTILITY DISTRICT
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
COMBINED BUSINESS-TYPE ACTIVITIES
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

	Water	Sewer	Treatment	Admin	Total
Program Revenue					
Water fees	\$ 172,738.29	\$ -	\$ -	\$ -	\$ 172,738.29
Sewer fees	-	143,575.77	430,727.33	-	574,303.10
Connection fees	-	-	-	-	-
Recycled water sales	-	-	-	-	-
Non-CFD revenue for WWTP loan	-	-	-	-	-
Sierra Lakes service	-	-	131,175.75	-	131,175.75
Big Bend service fees	7,770.00	-	-	-	7,770.00
Big Bend assessment	5,192.88	-	-	-	5,192.88
Total Program Revenue	<u>185,701.17</u>	<u>143,575.77</u>	<u>561,903.08</u>	<u>-</u>	<u>891,180.02</u>
Expenses					
Salaries-operations	37,912.56	31,881.02	102,536.20	78,230.61	250,560.39
Overtime	4,957.07	4,168.46	13,406.60	-	22,532.13
Employee benefits and taxes	12,042.02	10,205.59	34,210.05	24,347.71	80,805.37
Board expense	-	-	-	23,420.50	23,420.50
Professional fees	28,439.83	284.65	2,464.97	40,746.68	71,936.13
Dues and subscriptions	-	-	926.03	114.00	1,040.03
Fees, permits, certifications, leases	1,217.45	-	2,801.50	6,763.62	10,782.57
Training, education, travel	-	-	230.76	(175.14)	55.62
Insurance	12,765.12	10,622.55	34,164.42	3,022.05	60,574.14
Office supplies and miscellaneous	-	141.42	407.15	2,021.48	2,570.05
Utilities, communications, telemetry	12,380.14	4,640.71	63,421.01	8,173.52	88,615.38
Chemicals and lab supplies	8,296.27	-	42,439.49	-	50,735.76
Laboratory testing	2,570.00	-	20,635.00	-	23,205.00
Equipment maintenance and repair	6,032.45	5,223.15	3,127.03	-	14,382.63
Small equipment and rental	-	-	215.82	-	215.82
Operating supplies	262.91	2,621.94	605.33	1,026.99	4,517.17
Sludge removal	-	-	14,652.83	-	14,652.83
Vehicle maintenance, repair, fuel	1,029.56	3,088.70	4,916.63	-	9,034.89
Infiltration and inflow program	-	33,014.25	-	-	33,014.25
Facility maintenance and repair	52,463.21	-	26,523.61	530.00	79,516.82
Amortization of land lease	-	-	5,423.25	-	5,423.25
Debt service	-	-	-	-	-
Capital equipment	22,026.92	18,295.22	42,361.88	-	82,684.02
Sugar Bowl expansion	-	25,699.83	-	-	25,699.83
Capital projects	-	-	-	-	-
Total Expenses	<u>202,395.51</u>	<u>149,887.49</u>	<u>415,469.56</u>	<u>188,222.02</u>	<u>955,974.58</u>
Excess (Deficiency) of Program Revenues Over Expenses					
	(16,694.34)	(6,311.72)	146,433.52	(188,222.02)	(64,794.56)
General Revenues					
Interest revenue	-	-	-	845.47	845.47
CFD revenue for WWTP loan	-	-	1,601.10	-	1,601.10
Property tax	2,575.85	1,689.52	7,443.02	-	11,708.39
Other income	1,000.00	-	4,394.70	-	5,394.70
Grants	-	-	-	-	-
Total General Revenues	<u>3,575.85</u>	<u>1,689.52</u>	<u>13,438.82</u>	<u>845.47</u>	<u>19,549.66</u>
Increase (Decrease) in Net Position					
	<u>\$ (13,118.49)</u>	<u>\$ (4,622.20)</u>	<u>\$ 159,872.34</u>	<u>\$ (187,376.55)</u>	<u>\$ (45,244.90)</u>
Net Position, Beginning of Year					
					<u>13,764,091.43</u>
Net Position, End of Period					
					<u>\$ 13,718,846.53</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - WATER
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

	Actual Year to Date 9/30/23	Budget Total Fiscal Year 2024	Budget Percent Complete 9/30/23	Remaining Budget 9/30/23
Program Revenue				
Water fees	\$ 172,738.29	\$ 677,677.00	25.49%	\$ (504,938.71)
Connection fees	-	-	0.00%	-
Big Bend service fees	7,770.00	31,546.00	24.63%	(23,776.00)
Big Bend assessment	5,192.88	20,772.00	25.00%	(15,579.12)
Total Program Revenue	<u>185,701.17</u>	<u>729,995.00</u>	<u>25.44%</u>	<u>(544,293.83)</u>
Expenses				
Salaries-operations	37,912.56	129,183.00	29.35%	91,270.44
Overtime	4,957.07	13,295.00	37.29%	8,337.93
Employee benefits and taxes	12,042.02	52,477.00	22.95%	40,434.98
Professional fees	28,439.83	86,310.00	32.95%	57,870.17
Dues and subscriptions	-	680.00	0.00%	680.00
Fees, permits, certifications, leases	1,217.45	17,530.00	6.94%	16,312.55
Training, education, travel	-	1,000.00	0.00%	1,000.00
Insurance	12,765.12	47,700.00	26.76%	34,934.88
Office supplies and miscellaneous	-	550.00	0.00%	550.00
Utilities, communications, telemetry	12,380.14	50,309.00	24.61%	37,928.86
Chemicals and lab supplies	8,296.27	30,000.00	27.65%	21,703.73
Laboratory testing	2,570.00	5,000.00	51.40%	2,430.00
Equipment maintenance and repair	6,032.45	36,895.00	16.35%	30,862.55
Small equipment and rental	-	3,150.00	0.00%	3,150.00
Operating supplies	262.91	390.00	67.41%	127.09
Vehicle maintainance, repair, fuel	1,029.56	5,610.00	18.35%	4,580.44
Facility maintenance and repair	52,463.21	46,250.00	113.43%	(6,213.21)
Angela WTP loan principal and interest	-	18,188.00	0.00%	18,188.00
Big Bend debt service	-	19,970.00	0.00%	19,970.00
Capital equipment	22,026.92	27,451.00	80.24%	5,424.08
Capital projects	-	57,300.00	0.00%	57,300.00
Total Expenses	<u>202,395.51</u>	<u>649,238.00</u>	<u>31.17%</u>	<u>446,842.49</u>
Excess (Deficiency) of Program				
Revenues Over Expenses	(16,694.34)	80,757.00	-20.67%	(97,451.34)
General Revenues				
Property tax	2,575.85	30,213.00	8.53%	27,637.15
Other income	1,000.00	-	0.00%	(1,000.00)
Grants	-	20,400.00	100.00%	20,400.00
Total General Revenues	<u>3,575.85</u>	<u>50,613.00</u>	<u>108.53%</u>	<u>47,037.15</u>
Increase (Decrease) in Net Position	<u>\$ (13,118.49)</u>	<u>\$ 131,370.00</u>	<u>-9.99%</u>	<u>\$ (50,414.19)</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - SEWER
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

	Actual Year to Date 9/30/23	Budget Total Fiscal Year 2024	Budget Percent Complete 9/30/23	Remaining Budget 9/30/23
Program Revenue				
Sewer fees	\$ 143,575.77	\$ 483,683.00	29.68%	\$ (340,107.23)
Connection fees	-	-	0.00%	-
Total Program Revenue	<u>143,575.77</u>	<u>483,683.00</u>	<u>29.68%</u>	<u>(340,107.23)</u>
Expenses				
Salaries-operations	31,881.02	108,631.00	29.35%	76,749.98
Overtime	4,168.46	11,180.00	37.28%	7,011.54
Employee benefits and taxes	10,205.59	44,649.00	22.86%	34,443.41
Professional fees	284.65	-	0.00%	(284.65)
Training, education and travel	-	300.00	0.00%	300.00
Insurance	10,622.55	40,111.00	26.48%	29,488.45
Office supplies and miscellaneous	141.42	550.00	25.71%	408.58
Utilities, communications, telemetry	4,640.71	30,512.00	15.21%	25,871.29
Chemicals and lab supplies	-	500.00	0.00%	500.00
Operating supplies	2,621.94	1,200.00	218.50%	(1,421.94)
Infiltration and inflow program	33,014.25	30,000.00	110.05%	(3,014.25)
Equipment maintenance and repair	5,223.15	21,600.00	24.18%	16,376.85
Vehicle maintenance, repair, fuel	3,088.70	5,410.00	57.09%	2,321.30
Facility maintenance and repair	-	7,640.00	0.00%	7,640.00
Capital equipment	18,295.22	20,500.00	89.24%	2,204.78
Sugar Bowl expansion	25,699.83	-	0.00%	(25,699.83)
Capital projects	-	28,200.00	0.00%	28,200.00
Total Expenses	<u>149,887.49</u>	<u>351,443.00</u>	<u>42.65%</u>	<u>201,555.51</u>
Excess (Deficiency) of Program				
Revenues Over Expenses	(6,311.72)	132,240.00	-4.77%	(138,551.72)
General Revenues				
Property tax	1,689.52	20,353.00	8.30%	(18,663.48)
Other income	-	-	0.00%	-
Total General Revenues	<u>1,689.52</u>	<u>20,353.00</u>	<u>8.30%</u>	<u>(18,663.48)</u>
Increase (Decrease) in Net Position	<u>\$ (4,622.20)</u>	<u>\$ 152,593.00</u>	<u>-3.03%</u>	<u>\$ (157,215.20)</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - WASTEWATER TREATMENT
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

	Actual Year to Date 9/30/23	Budget Total Fiscal Year 2024	Budget Percent Complete 9/30/23	Remaining Budget 9/30/23
Program Revenue				
Sewer fees	\$ 430,727.33	\$ 1,531,662.00	28.12%	\$ (1,100,934.67)
Recycled water sales	-	-	0.00%	-
Non-CFD revenue for WWTP loan	-	281,044.00	0.00%	(281,044.00)
Sierra Lakes service	131,175.75	547,280.00	23.97%	(416,104.25)
Total Program Revenue	<u>561,903.08</u>	<u>2,359,986.00</u>	<u>23.81%</u>	<u>(1,798,082.92)</u>
Expenses				
Salaries-operations	102,536.20	349,380.00	29.35%	246,843.80
Overtime	13,406.60	35,957.00	37.29%	22,550.40
Employee benefits and taxes	34,210.05	143,601.00	23.82%	109,390.95
Professional fees	2,464.97	52,900.00	4.66%	50,435.03
Dues and subscriptions	926.03	2,200.00	42.09%	1,273.97
Fees, permits, certifications, leases	2,801.50	28,000.00	10.01%	25,198.50
Training, education, travel	230.76	3,120.00	7.40%	2,889.24
Insurance	34,164.42	129,006.00	26.48%	94,841.58
Office supplies and miscellaneous	407.15	2,248.00	18.11%	1,840.85
Utilities, communications, telemetry	63,421.01	458,000.00	13.85%	394,578.99
Chemicals and lab supplies	42,439.49	152,030.00	27.92%	109,590.51
Laboratory testing	20,635.00	26,043.00	79.23%	5,408.00
Small equipment and rental	215.82	1,240.00	17.40%	1,024.18
Operating supplies	605.33	375.00	161.42%	(230.33)
Equipment maintenance and repair	3,127.03	19,420.00	16.10%	16,292.97
Vehicle maintenance, repair, fuel	4,916.63	17,520.00	28.06%	12,603.37
Sludge removal	14,652.83	22,340.00	65.59%	7,687.17
Facility maintenance and repair	26,523.61	65,580.00	40.44%	39,056.39
Amortization of land lease	5,423.25	21,693.00	25.00%	16,269.75
WWTP loan	-	719,191.00	0.00%	719,191.00
Capital equipment	42,361.88	68,886.00	61.50%	26,524.12
Total Expenses	<u>415,469.56</u>	<u>2,318,730.00</u>	<u>17.92%</u>	<u>1,903,260.44</u>
Excess of Program				
Revenues Over Expenses	146,433.52	41,256.00	354.94%	105,177.52
General Revenues				
CFD revenue for WWTP loan	1,601.10	290,593.00	0.55%	(288,991.90)
Property tax	7,443.02	86,800.00	8.57%	(79,356.98)
Other income	4,394.70	50,000.00	8.79%	(45,605.30)
Total General Revenues	<u>13,438.82</u>	<u>427,393.00</u>	<u>3.14%</u>	<u>(413,954.18)</u>
Increase in Net Position	<u>\$ 159,872.34</u>	<u>\$ 468,649.00</u>	<u>34.11%</u>	<u>\$ 308,776.66</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - ADMIN
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

	Actual Year to Date 9/30/23	Budget Total Fiscal Year 2024	Budget Percent Complete 9/30/23	Remaining Budget 9/30/23
Program Revenue				
Service Fees	\$ -	\$ -	-	\$ -
Total Program Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses				
Salaries-operations	78,230.61	287,755.00	27.19%	209,524.39
Overtime	-	3,522.00	0.00%	3,522.00
Employee benefits and taxes	24,347.71	130,669.00	18.63%	106,321.29
Board expense	23,420.50	72,245.00	32.42%	48,824.50
Professional fees	40,746.68	111,600.00	36.51%	70,853.32
Dues and subscriptions	114.00	11,400.00	1.00%	11,286.00
Fees, permits, certifications, leases	6,763.62	13,240.00	51.08%	6,476.38
Training, education, travel	(175.14)	3,000.00	-5.84%	3,175.14
Insurance	3,022.05	11,411.00	26.48%	8,388.95
Office supplies and miscellaneous	2,021.48	9,000.00	22.46%	6,978.52
Utilities, communications, telemetry	8,173.52	34,871.00	23.44%	26,697.48
Equipment maintenance and repair	-	-	0.00%	-
Operating supplies	1,026.99	2,080.00	49.37%	1,053.01
Facility maintenance and repair	530.00	10,280.00	5.16%	9,750.00
Capital equipment	-	7,500.00	0.00%	7,500.00
Total Expenses	<u>188,222.02</u>	<u>708,573.00</u>	<u>26.56%</u>	<u>520,350.98</u>
Deficiency of Program Revenues Over Expenses	(188,222.02)	(708,573.00)	26.56%	520,350.98
General Revenues				
Interest revenue	845.47	2,000.00	42.27%	(1,154.53)
Other income	-	9,000.00	0.00%	(9,000.00)
Grants	-	-	0.00%	-
Total General Revenues	<u>845.47</u>	<u>11,000.00</u>	<u>7.69%</u>	<u>(10,154.53)</u>
Decrease in Net Position	<u>\$ (187,376.55)</u>	<u>\$ (697,573.00)</u>	<u>26.86%</u>	<u>\$ 510,196.45</u>

SUPPLEMENTARY INFORMATION

DONNER SUMMIT PUBLIC UTILITY DISTRICT
SCHEDULE OF BIG BEND TRANSACTIONS
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023

Revenue	\$	12,962.88
Expenses		
Fees and permits		-
Telephone		389.40
Interest		-
Loan principal		-
Electricity		(2,153.18)
Repairs and maintenance		<u>634.07</u>
Total expenses		<u>(1,129.71)</u>
Excess of revenue over expenses	\$	<u><u>14,092.59</u></u>

Agenda Item: 5B

**Donner Summit Public Utility District
Board of Directors Regular Meeting
Minutes
Tuesday, October 17, 2023 - 6:00 P.M.
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

STAFF PRESENT: Steven Palmer, General Manager; Jim King, Plant Manager; Deleane Mehler, Office Assistant

OTHERS PRESENT: Geoffrey O. Evers, General Counsel, by Zoom, Markus Lang, Dudek

1. Call to Order

- A. Consider approval of request by President Cathy Preis to participate remotely due to a “just cause” exception pursuant to Government Code Section 54953 (AB2449).** Approve Cathy Preis’s request to participate remotely.

The Regular Meeting of October 17, 2023 of the Donner Summit Public Utility District Board of Directors was called to order at 6:04 p.m. by Vice President Joni Kaufman.

2. Roll Call

Cathy Preis, President	- Present – by Zoom
Joni Kaufman, Vice President	- Present
Dawn Parkhurst, Secretary	- Present
Philip Gamick, Director	- Present
Craig Combs, Director	- Absent- Excused

3. Clear the Agenda- None

- 4. Public Participation –** *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.* None.

5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar

A. Approve Finance Report for October 2023

- 1. Cash Disbursements–General**, Month of September
- 2. Cash Disbursements–Payroll**, Month of September
- 3. Schedule of Cash and Reserves**, August
- 4. Accountants Financial Statements**, August

B. Approve Regular Meeting Minutes for September 19, 2023

Motion: Accept the Consent Calendar

By: Dawn Parkhurst

Second: Phil Gamick

Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy

Motion Carries

6. Department Reports

- A. Administration - Steven Palmer, General Manager.** Reported
- B. Operations and Maintenance Summary, September.** Reported

7. Public Hearing

- A. Conduct a Public Hearing to Consider and Possibly Approve an Initial Study/Mitigated Negative Declaration for Sugar Bowl Sewer Extension Project**

Vice President Joni Kaufman opened and closed the Public Hearing. There were no comments.

Motion: Approve Resolution 2023-22 of the Board of Directors of the Donner Summit Public Utility District Approving the Sugar Bowl Sewer Extension Project and Adopting the Mitigated Negative Declaration the Initial Study/Mitigated Negative Declaration and Mitigation and Reporting Program.

By: Dawn Parkhurst

Second: Phil Gamick

Roll Call Vote:

- Cathy Preis - Aye**
- Phil Gamick - Aye**
- Craig Combs - Absent**
- Joni Kaufman - Aye**
- Dawn Parkhurst - Aye**

Motion Carries

8. Action

- A. Accept Easements from Sprocketal Peck Two LP, James Castle McIntosh 2003 Separate Property Trust, and Sugar Bowl Corporation for Sewer Constructed by Owners in 2017**

Motion: Adopt Resolution 20223-23 of the Board of Directors of the Donner Summit Public Utility District Accepting Easements from Sprocketal Peck Two LP, James Castle McIntosh 2003 Separate Property Trust, and Sugar Bowl Corporation for Sewer Constructed by Owners in 2017.

By: Phil Gamick

Second: Cathy Preis

Roll Call Vote:

- Cathy Preis - Aye**
- Phil Gamick - Aye**
- Craig Combs - Absent**
- Joni Kaufman - Aye**
- Dawn Parkhurst - Aye**

Motion Carries

Motion: Approve the Water Contingency Plan
By: Dawn Parkhurst
Second: Phil Gamick
Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy

Motion Carries

C. Authorize General Manager to Request Technical Assistance from RCAC to Submit a Grant Application for a Detailed Evaluation of a Domestic Water System Intertie with Sierra Lakes County Water District

Motion: Authorize the General Manager to Request Technical Assistance from RCAC to Submit a Grant Application for a Detailed Evaluation of a Domestic Water System Intertie with Sierra Lakes County Water District

By: Phil Gamick
Second: Dawn Parkhurst
Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy

Motion Carries

D. Provide Direction to General Manager on Whether to Opt Out of the Class Action Lawsuit Settlements with 3M Company and DuPont Regarding PFAS. It was decided not to take action on the Class Action Lawsuit Settlements with 3M Company and DuPont regarding PFAS.

9. Director Reports: *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.*

10. Adjournment

Motion: Adjourn Meeting at 6:52 p.m.
By: Dawn Parkhurst
Second: Phil Gamick
Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy

Motion Carries

Schedule of Upcoming Meetings

Regular Meeting – November 21, 2023
Regular Meeting – December 19, 2023
Regular Meeting – January 16, 2024

Respectfully Submitted,

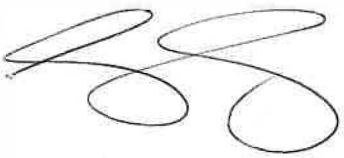




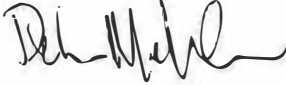
Deleane Mehler
Administrative Assistant

Agenda Item: 5C

Safety / Plant Training Donner Summit PUD WWTP

- **Safety Topics** : October 2023
 - Winter Safety
- **Training Notes** :
 - DVD

Attendance :

- Justin Vosburgh 
- Sean Patrick 
- Josh Shelton 
- Paul Schott 
- Jim King 
- Steve Palmer
- Deleane Mehler 

Agenda Item: 6A



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager *SP*

SUBJECT: General Manager Report

Project Updates

Sugar Bowl West and East Village Sewer Project

- Assessment Engineer's Report being prepared by Auerbach Engineering
- Project website: <https://dspud.com/sugar-bowl/>

Big Bend Water Line Replacement Project Phase 1

- One proposal received from Ben-En Engineering in Roseville.
- Negotiating reduced scope and fee with Ben-En and PCWA.

Other

- Budget Status / Future Amendment
 - Increased chemical expenses.
 - Emergency water line repairs at Soda Springs Road.
 - Urgent dam investigation and repairs (See attached photos).
 - Capacity investigation for Lift Stations 2 and 8.
 - Miscellaneous decreases.
 - Capital project changes
- Health insurance changes
 - Attached email from General Manager.

Upcoming Board Items

- Budget Amendment
- Sugar Bowl Sewer Extension Project
 - Phase 2A Owner's Reimbursement Agreement - January
 - Approve Assessment Engineer's Report – February
 - Public Hearing for Assessment District – April
 - Award Phase 2A Construction Contract – April
 - Authorize Bond Sale – June/July

From: [Steve Palmer](#)
To: [Steve Palmer](#)
Bcc:
Subject: FW: Employee Medical Benefits Status
Date: Wednesday, November 01, 2023 5:10:00 PM

Board (by bcc)

The annual premium for our employee medical insurance with Blues Shield is planned to increase by 14% (more than \$20,000) per year on December 1, 2023. Since the District pays 100% of the premium for employees and dependents, this would have a significant financial impact on the District. Our insurance agent researched other options and found that we can maintain the same coverage and benefits with Anthem Blue Cross instead of Blue Shield, and the premium would be very close to what we are currently paying; the increase would be about 3%. So, it is likely that we will be switching employee medical insurance from Blue Shield to Anthem Blue Cross.

I feel fortunate that we were able to find a solution that didn't involve reducing the employee medical benefit, but I fear this won't always be the case. I don't know why there is suddenly a large difference in the premiums between these two carriers. It does seem like market forces would tend to close that gap over time, so this may be a signal that we will again be faced with a large increase in December 2024.

Take care,

Steven Palmer, PE
General Manager

Donner Summit PUD

*53823 Sherritt Lane
PO Box 610
Soda Springs, California 95728*

O: (530) 426-3456

M: (916) 396-4221





Agenda Item: 6B

DONNER SUMMIT
PUBLIC UTILITY DISTRICT
WASTEWATER AND FRESH WATER
TREATMENT PLANTS
END OF MONTH OPERATIONS AND MAINTENANCE
SUMMARY

October 2023

**Donner Summit Public Utility District
 Waste Water Flow Data**

MONTH OF October 2023		DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Irr	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	Lake Angela Water Level
DATE	DAY	MGD	MGD	MGD	MGD	MGD	MGD	MGD	Cond	Elevation
10/01/23	SUN	0.0915	0.0245	0.11600	0.1000	0.0000	0.147	0.0000	Clear	7,190.0
10/02/23	MON	0.1291	0.0239	0.15300	0.1060	0.0000	0.115	0.0679	Clear	
10/03/23	TUE	0.1664	0.0246	0.19100	0.1300	0.0000	0.143	0.0679	Clear	
10/04/23	WED	0.1253	0.0227	0.14800	0.1380	0.0000	0.153	0.0430	Clear	
10/05/23	THU	0.1046	0.0214	0.12600	0.1700	0.0000	0.131	0.0561	Clear	
10/06/23	FRI	0.1051	0.0219	0.12700	0.1550	0.0000	0.111	0.0000	Clear	
10/07/23	SAT	0.1099	0.0271	0.13700	0.1140	0.0000	0.117	0.0000	Clear	
10/08/23	SUN	0.0837	0.0253	0.10900	0.1180	0.0000	0.127	0.0000	Clear	
10/09/23	MON	0.0763	0.0357	0.11200	0.1160	0.0000	0.125	0.0786	Cloudy	
10/10/23	TUE	0.1145	0.0215	0.13600	0.1320	0.0000	0.125	0.0689	Cloudy	
10/11/23	WED	0.0992	0.0218	0.12100	0.1450	0.0000	0.125	0.0339	Rain	
10/12/23	THU	0.0853	0.0197	0.10500	0.1430	0.0000	0.128	0.0645	Clear	
10/13/23	FRI	0.0897	0.0243	0.11400	0.1660	0.0000	0.168	0.0000	Clear	
10/14/23	SAT	0.0871	0.0169	0.10400	0.0980	0.0000	0.117	0.0000	Clear	
10/15/23	SUN	0.0717	0.0223	0.09400	0.0910	0.0000	0.109	0.0000	Clear	
10/16/23	MON	0.1453	0.0197	0.16500	0.1290	0.0000	0.188	0.0463	Clear	
10/17/23	TUE	0.1376	0.0184	0.15600	0.1210	0.0000	0.136	0.0687	Clear	
10/18/23	WED	0.0693	0.0187	0.08800	0.0760	0.0000	0.146	0.0165	Clear	
10/19/23	THU	0.0944	0.0206	0.11500	0.0950	0.0000	0.180	0.0792	Clear	
10/20/23	FRI	0.0793	0.0187	0.09800	0.0780	0.0000	0.180	0.0000	Clear	
10/21/23	SAT	0.1004	0.0256	0.12600	0.1010	0.0000	0.119	0.0669	Clear	
10/22/23	SUN	0.1263	0.0217	0.14800	0.1400	0.0000	0.180	0.0000	Clear	
10/23/23	MON	0.0835	0.0205	0.10400	0.1000	0.0000	0.114	0.0835	Cloudy	
10/24/23	TUE	0.0648	0.0202	0.08500	0.1060	0.0000	0.121	0.0000	Cloudy	
10/25/23	WED	0.1394	0.0226	0.16200	0.1620	0.0000	0.239	0.0879	Clear	
10/26/23	THU	0.1084	0.0226	0.13100	0.1450	0.0000	0.186	0.0562	Pt Cloudy	
10/27/23	FRI	0.0895	0.0175	0.10700	0.1060	0.0000	0.188	0.0000	Clear	
10/28/23	SAT	0.0831	0.0229	0.10600	0.0950	0.0000	0.128	0.0000	Clear	
10/29/23	SUN	0.1103	0.0187	0.12900	0.1230	0.0000	0.116	0.0000	Clear	
10/30/23	MON	0.0839	0.0181	0.10200	0.0850	0.0000	0.121	0.0391	Clear	
10/31/23	TUE	0.1082	0.0178	0.12600	0.0970	0.0000	0.151	0.0000	Clear	
10/2023 Daily Totals		3.16320	0.67780	3.84100	3.6810	0.0000	4.4313	1.0253	Drop	(1.9')
10/2023 Totalizer Total		3.16320	0.67780	3.84100	3.6810	0.0000	4.4313	1.0242	MG Available	75
Difference		0.00000	0.00000	0.00000	0.0000	0.0000	0.0000	-0.0011		
Percentage Difference		0.00%	0.001%	0.000%	0.000%	#DIV/0!	0.000%	-0.104%		
10/2023 AVG/DAY		102,039	21,865	123,903	118,742	0	142,945	33,039		
10/2022 Totalizer Total		3.59587	1.19413	4.79000	0.9980	2.861	4.6913	1.916800		
10/2022 AVG/DAY		115,996	38,520	154,516	32,194	92,290	151,332	61,832		

Donner Summit Public Utility District WWTP & WTP End of Month Operations and Maintenance Summary

Prepared for: Steve Palmer, General Manager

Prepared by: Jim King, Plant Manager

Date: October 2023

Operations WWTP

- ◆ Discontinued land discharge and began river discharge.
- ◆ Discharged 3.7 MG to the river.
- ◆ Removed sprinklers from the spray irrigation site, drained the catch basin and set all valving to snow making.

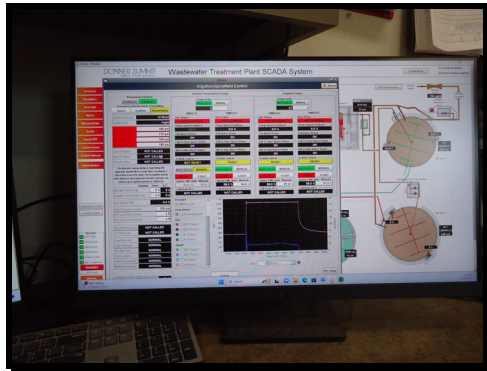


- ◆ Continued feeding/adjusting ammonia to the treatment reactors in preparation for winter flows and loads.
- ◆ Located sewer cleanout at 540 Mules Ear Dr.
- ◆ Staff observed sewer lateral tests at 5720 Tiger Lilly Ct and 520 Mules Ears Dr.

- ◆ Cleared out the sludge drying beds and had the last dumpsters hauled to the landfill.



- ◆ Staff assisted Boreal/Soda Springs staff with testing their snow making equipment.



- ◆ Processed 6 USA dig tickets.

Operations Water Plant

- ◆ Continued tracking the active water level of Lake Angela.

◆ Date	Water Surface Elevation (FT MSL)	Storage (MG)
6/30/23	7192.8'	90
7/31/23	7192.0'	88
8/26/23	7191.0'	86.5
9/30/23	7190.0'	85
10/31/23	7188.1'	80.5
◆ Date	Water Surface Elevation (FT MSL)	Storage (MG)
7/18/22	7191.2'	87
8/16/22	7190.7'	86
9/13/22	7188.3'	82
9/30/22	7188.0'	80.5
10/31/22	7186.4	78

- ◆ Completed and sent out monthly potable water reports to DHS.
- ◆ Opened the gate at lake Angela Dam per Division of Dam Safety requirements.



- ◆ Staff spent multiple hours making chemical feed and flow adjustments due to changing raw water conditions brought on by seasonal weather changes which include temperature, amount of sunlight and lake levels.



- ◆ Installed a hydrant meter at the CalTrans EB Rest Area, for water use during the emergency road repairs being conducted.
- ◆ Cut, painted, and installed new hydrant stakes and holders as needed throughout the district.



- ◆ Cut and cleared brush away from the dam face and spillway.



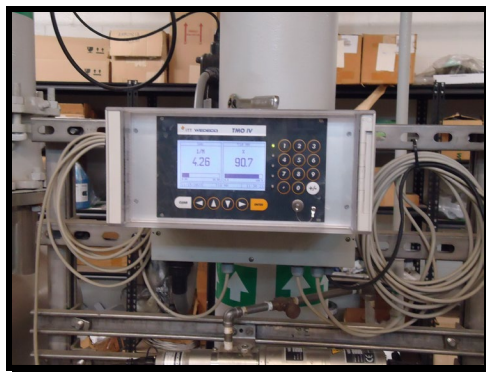
- ◆ Delivered the bulk of chemicals needed for winter operation.



- ◆ Turned on the water at 520 and 540 Mules Ear Dr.

Repairs and Maintenance WWTP

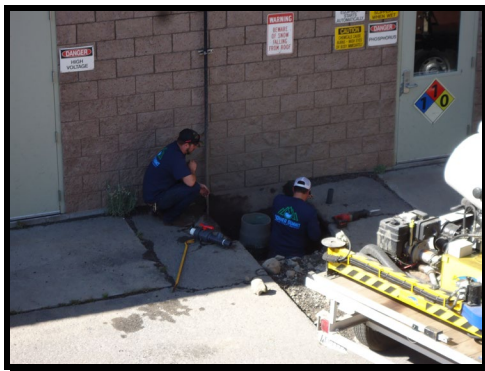
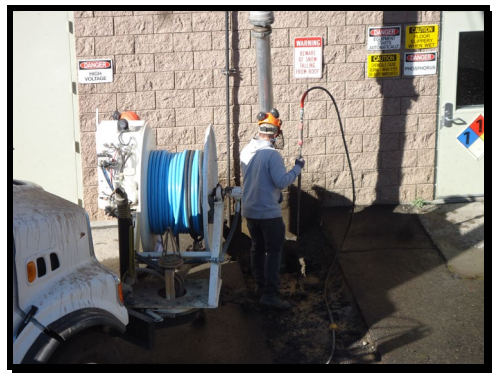
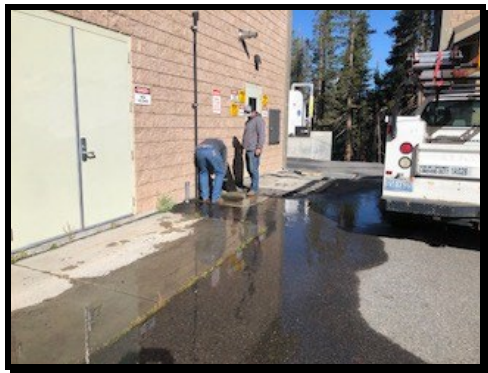
- ◆ Cleaned and calibrated the UV transmittance meter.



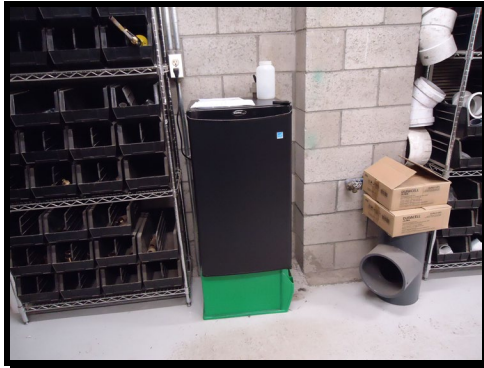
- ◆ Trouble shot issues with the Micro C feed system. Found 2 lines out of 4 plugged. Cleared blockages and replaced one failed pump head.



- ◆ Exposed the leak in front of the Chem/Gen building, shut down leak and began repairs.



- ◆ Replaced failed sample holding fridge.



- ◆ Began repairs to the mounts on the loader mounted snow blower.



- ◆ Repair hose mounts on the Mini X.

- ◆ Replaced failed actuator valve for membrane skid 1 inlet valve.



Repairs and Maintenance WTP

- ◆ Began collecting daily electronic data logs from the monitoring system at Big Bend.
- ◆ Staff spent multiple hours working with engineers and contractors on the best approach to taking care of the leaks on Lake Angela Dam.



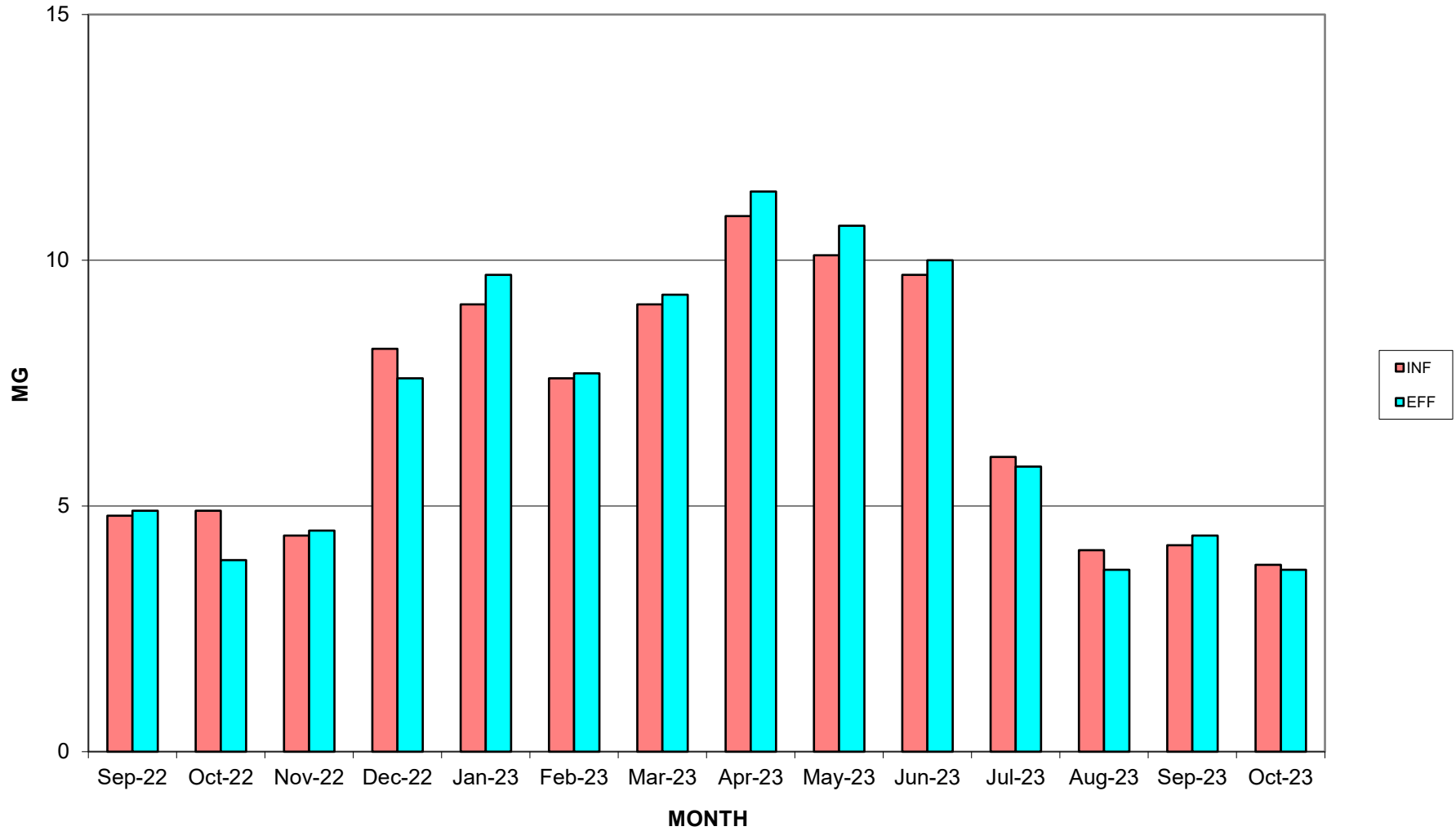
- ◆ Gathered and sent in all paperwork for the completion of Big Bends permit application.

Laboratory

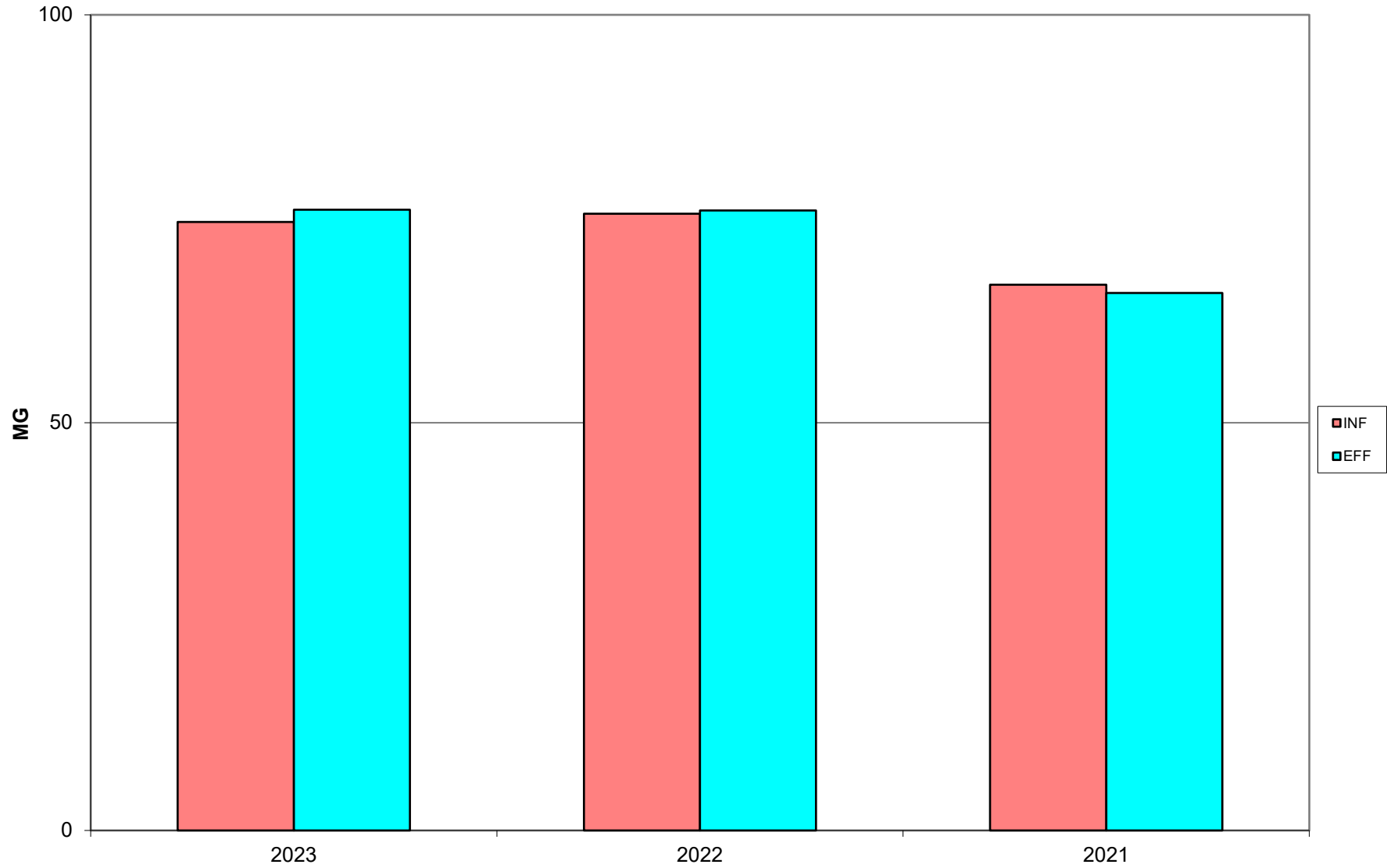
- ◆ Began river discharge monitoring.
- ◆ Replaced pH probe.



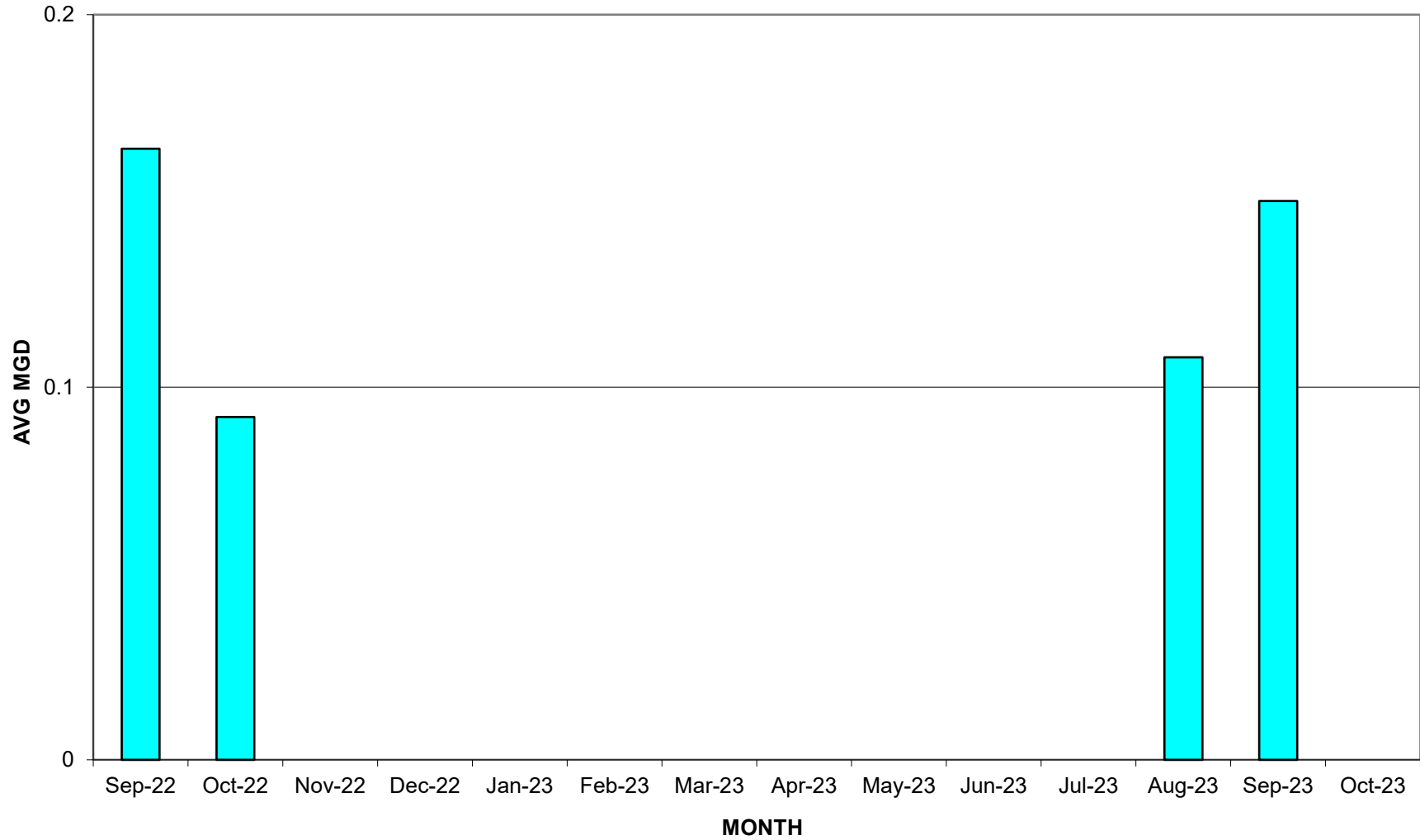
**DONNER SUMMIT PUD WWTP
TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW
YEAR 2022/2023**



**DONNER SUMMIT PUD WWTP
ANNUAL TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW
2023 DATA THROUGH OCTOBER**



**DONNER SUMMIT PUD WWTP
AVG EFFLUENT FLOW TO LAND IRRIGATION
YEARS 2022/2023**



Agenda Item: 7A



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager *SP*

SUBJECT: Approve the Plans and Specifications and Authorize the General Manager to Issue a Notice Inviting Bids for the Sugar Bowl Sewer Extension Project Phase 2A

RECOMMENDATION

Approve the plans and specifications and authorize the General Manager to issue a notice inviting bids for the Sugar Bowl Sewer Extension Project Phase 2A.

BACKGROUND

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are two property owners that have contacted DSPUD recently about extending sewer main to serve their properties within the West Village. Both are planned to need sewer connections in 2024.

To provide public sewer to serve these properties, the DSPUD sewer main in Pennyroyal Lane needs to be extended across a tributary to the Yuba River and into the Sugar Bowl West Village. DSPUD does not have a funding source that can be used for sewer main extensions and the benefiting property owners must pay for these improvements. To jumpstart the process to fund, design, and construct the Sugar Bowl Sewer Extension Project, DSPUD and Sugar Bowl Corporation reached an agreement which provided funding for work needed to prepare an assessment for the vote of the property owners, develop construction documents, and obtain required environmental clearance and permits. The agreement was approved by the DSPUD Board at the Board meeting on February 21, 2023. Since that time, DSPUD consultants have been working on project design and environmental documents.

The environmental document, initial study/mitigated negative declaration (IS/MND) was approved by the Board on October 17, 2023. Engineering plans and specifications for the Phase 2A portion are complete and ready for advertising for construction bidding.

DISCUSSION

The entire Sugar Bowl Sewer Extension Project consists of 4,520 linear feet of sewer line that is divided into two phases, the East Village (Phase 1), and the West Village (Phase 2). The Project Site Map is included as Attachment 1.

To meet the needs of the property owners to be able to connect to public sewer in 2024, a portion of the Project has been separated and accelerated in advance of the rest of the improvements.

This portion is referred to as Phase 2A. The Phase 2A portion includes construction of approximately 1,200 linear feet of 6-inch sewer main with direct sewer service to five (5) parcels, and future sewer service to twenty additional parcels in Phase 2B. The portion of the Phase 2A sewer main that crosses a tributary to the Yuba River will be installed by boring to minimize environmental impacts and avoid aquatic resources. The Phase 2A engineering plans and specifications are included as Attachments 2 and 3, respectively.

The engineering plans and specifications are complete and ready for bid advertisement, subject to final quality assurance review. While the engineering and environmental document are complete, there are three outstanding items that need to be complete before the construction contract can be awarded: obtain sewer easements, obtain resource agency permits, and secure funding. The status of these items are summarized below.

1. Sewer Easements

Easements are required from parcels 069-102-025 (Fisher), 069-102-017 (Fisher), 069-320-071 (Sugar Bowl Corporation), and 069-102-023 (Sugar Bowl Corporation) for the construction and maintenance of the proposed sewer. The easements are being prepared by Auerbach Engineering, Inc. and they will be ready to send to the property owners by the end of November. Since the Fisher parcels need this sewer to complete their homes, it is highly likely that they will sign the easements before the Phase 2A sewer construction contract is awarded. Sugar Bowl Corporation supports efforts to eliminate septic systems from the Sugar Bowl Villages and has indicated they will sign the sewer easements.

2. Resource Agency Permits

Permit application to California Department of Fish and Wildlife was submitted on October 19, 2023. The project was designed to avoid any impacts, so permits are anticipated by January 19, 2024. If revisions are required by the resource agencies, the permits may be delayed until late February.

3. Funding

All project costs need to be funded by the benefiting property owners and not by existing DSPUD customers. An assessment district is being formed to assess the benefiting property owners for the project. Property owner approval is required to form the assessment district and that vote is planned for April 2024. If the assessment district is approved, then DSPUD can collect pre-paid assessments from the property owners and issue bonds for the balance of the assessment. The bond sale is projected to happen in July 2024.

The costs to form the assessment district and work required to prepare bid documents were funded by a cash advance from Sugar Bowl Corporation (SBC) as specified in the agreement between DSPUD and SBC. The agreement specifies that SBC will be reimbursed either from assessment district proceeds or from Sugar Bowl Infrastructure Fees collected from properties as they connect to DSPUD sewer.

Since the sale of bonds is projected to happen after the project has started construction, the DSPUD General Manager is working with two of the benefiting property owners on a funding agreement. The property owners would provide cash advance for the construction of Phase 2A, and DSPUD would agree to reimburse them from the assessment district proceeds. If the assessment district is not approved, then DSPUD would reimburse the property owners from Sugar Bowl Infrastructure Fees collected as properties connect in the future.

Ordinarily these three items should be resolved before advertising for construction. There are a few considerations that warrant advertising now; instead of waiting until easements, permits, and funds are secured. First, at least two of the benefitting parcels need the sewer completed before Fall 2024, which means construction of the sewer main needs to start as early as possible in 2024. Second, advertising now may give interested contractors an opportunity to visit the construction site before it is obscured by snow. Lastly, if any of these issues are not resolved then DSPUD can either delay award of the construction contract until they are resolved, or reject all bids and cancel the project without incurring any costs.

If the Board approves the plans and specifications at this meeting, the anticipated Project milestones are summarized below.

November 27, 2023	Notice Inviting Bids Distributed
February 8, 2024	Bid Opening
February 16, 2024	Environmental Permits Received
April 16, 2024	Public Hearing for Assessment, Award Construction Contract
May 20, 2024	Issue Notice to Proceed to Contractor
June 3, 2024	Construction Start
July 16, 2024	Approve Bond Sale
August 27 ,2024	Construction Complete (60 working days)

FISCAL IMPACT

The engineer’s construction cost estimate for Phase 2A is \$1,600,000, including a 10% contingency. The current project cost estimate and expenditures to date are summarized below. These costs do not include the construction costs for Phase 2B and Phase 1.

Cost Estimate

Phase	Estimate
Preliminary Engineering (DSPUD Prior Expenditures)	\$117,162
Assessment District Formation	\$151,504
West Village Construction Documents (2A & 2B)	\$136,290
Phase 2A Construction Contract	\$1,600,000
Phase 2A Construction Management & Monitoring	\$214,405
<i>Total Cost Estimate</i>	<i>\$2,219,361</i>

Funding and Expenditures

Description	Amount
Sugar Bowl Corporation Advance	\$434,956
DSPUD Eligible Prior Expenditures	(\$77,108)
AD Formation & Construction Documents	(\$152,663)
<i>Balance Remaining</i>	<i>\$205,185</i>

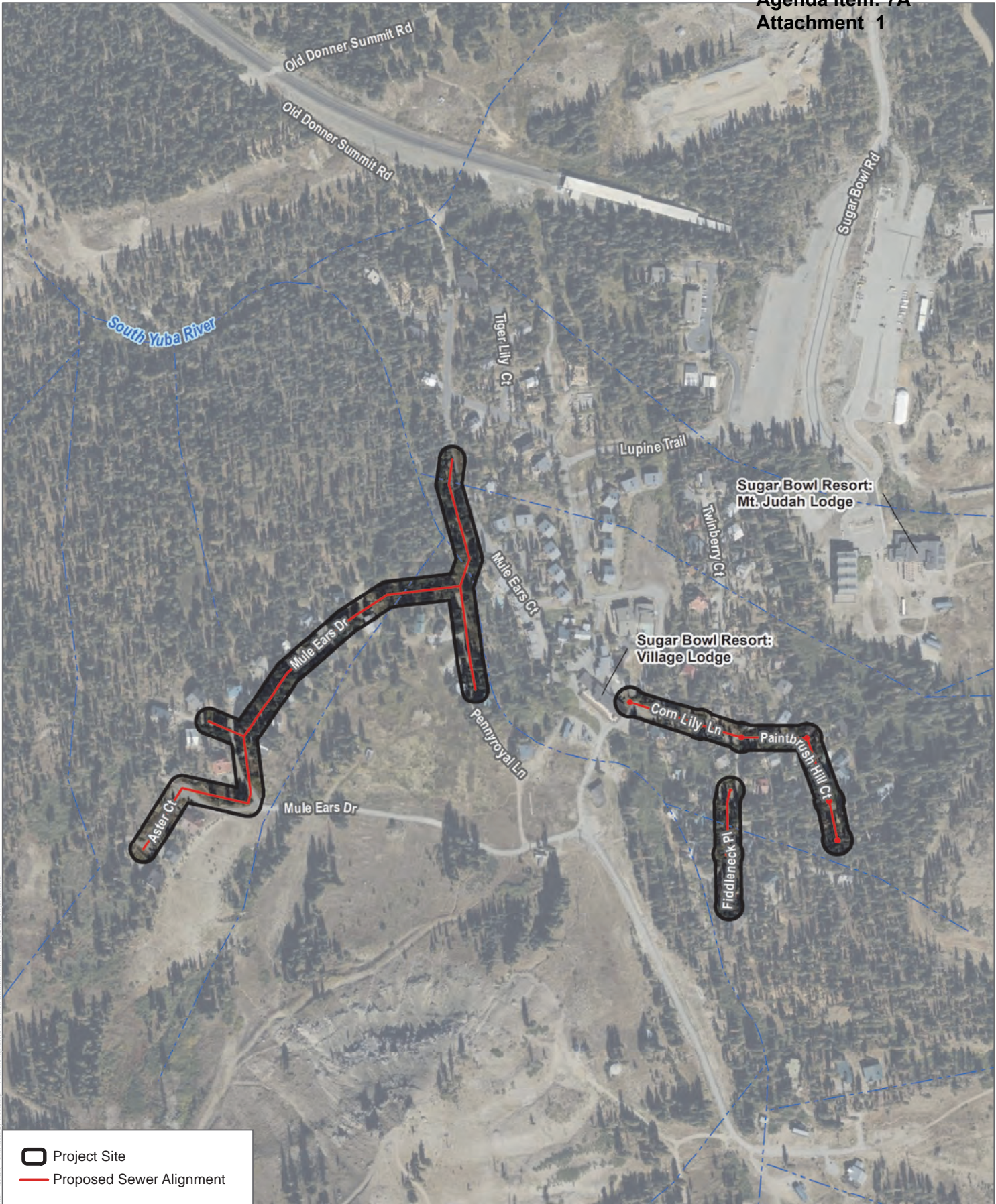
All project costs need to be funded by the benefiting property owners and not by existing DSPUD customers. Project costs will either be funded by the planned assessment district, or the DSPUD Sugar Bowl East and West Village Infrastructure Fee.

CEQA ASSESSMENT

The Initial Study/MND was approved by the Board on October 17, 2023. Mitigation measures are incorporated into the project plans and specifications.

ATTACHMENTS

1. Project Site Map
2. Engineering Plans
3. Project Specifications
4. Resolution 2023-24 Approving the Plans and Specifications and Authorizing the General Manager to Issue a Notice Inviting Bids for the Sugar Bowl Sewer Extension Project Phase 2A.



SOURCE: Bing Maps (Accessed 2021) Placer County 2017



FIGURE 2
Project Site
Sugar Bowl Sewer Extension Project

SEWER NOTES:

- 1. DONNER SUMMIT PUBLIC UTILITY DISTRICT USES TRUCKEE SANITARY DISTRICT CODE, STANDARD SPECIFICATIONS, AND STANDARD DRAWINGS. WHERE A CONFLICT MAY EXIST WITH THESE SEWER NOTES, PLANS, OR SPECIFICATIONS THE TRUCKEE SANITATION DISTRICT CODE, STANDARD SPECIFICATIONS, AND STANDARD DRAWINGS SHALL TAKE PRECEDENCE.
2. GRAVITY SEWER MAIN PIPING MATERIAL: GRAVITY SEWER MAIN PIPING SHALL BE COMPOSED OF THE FOLLOWING MATERIAL: POLYVINYL CHLORIDE (PVC), ALTERNATIVE PIPE MATERIALS MAY BE PROPOSED BY THE CONTRACTOR AND WILL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
3. PVC PIPE THE MATERIAL TYPE, NOMINAL DIAMETER, AND WALL THICKNESS DIMENSION RATIO (SDR) OF THE PIPE, APPURTENANCES, AND FITTINGS TO BE FURNISHED SHALL BE IN ACCORDANCE WITH THE APPLICABLE ASTM DESIGNATION AND AS SHOWN ON THE PLANS.
4. GRAVITY SEWER FITTINGS
5. FLEXIBLE COUPLINGS SHALL BE BOND SEAL, FERNOX, INDIANA SEAL, OR OTHER APPROVED COUPLING.
6. CLEANOUTS: PVC CLEANOUTS: PVC BODY WITH PVC THREADED PLUG. INCLUDE PVC SEWER PIPE FITTING AND RISER TO CLEANOUT OF SAME MATERIAL AS SEWER PIPING.
7. WARNING TAPE: NON-DETECTIBLE UNDERGROUND UTILITY WARNING TAPE: MINIMUM 0.5 MIL-THICK, MINIMUM 6 INCHES WIDE RESISTANT TO ALL KNOWN ALKALIS, ACIDS, CHEMICAL REAGENTS, AND SOLVENTS LIKELY TO BE ENCOUNTERED IN THE SOIL.
8. LOCATOR WIRE: SEWER PIPE TRACER WIRE SHALL BE NO. 12 STRANDED COPPER WIRE WITH BLUE THWN-2 INSULATION.
9. PIPE DISTRIBUTION: EACH SECTION OF PIPE SHALL BE DELIVERED IN THE FIELD AS NEAR AS PRACTICABLE TO THE PLACE WHERE IT IS TO BE INSTALLED.
10. PIPE LAYING: THE PIPE SHALL BE LAID IN STRICT CONFORMITY TO THE PRESCRIBED LINE AND GRADE FREE OF SAGS AND HIGH POINTS.
11. PIPE LAYING PROCEDURE:
12. PIPE PLACEMENT. COMMENCE PIPE PLACEMENT AT THE LOWEST POINT AND PROCEED IN AN UPHILL DIRECTION.
13. ALLOWABLE VARIATION FROM PLAN LINE AND GRADE. THE FINAL POSITION OF THE PIPE SHALL BE TO THE PLAN LINE AND GRADE. VARIATION SHALL NOT EXCEED ±0.03 FEET VERTICALLY.
14. JOINTS. PREPARE AND INSTALL JOINTS IN ACCORDANCE WITH THE PUBLISHED RECOMMENDATIONS OF THE MANUFACTURER.
15. WATERLINE CROSSINGS. SEWER LINES SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE STATE OF CALIFORNIA, DIVISION OF DRINKING WATER, CRITERIA FOR THE SEPARATION OF WATER MAINS AND SANITARY SEWERS.
16. WATERSTOPS: USE APPROVED WATERSTOPS ON ALL PIPES ENTERING STRUCTURES SUCH AS MANHOLES.
17. BACKFILL: BACKFILL IN ACCORDANCE WITH PLANS.

SEWER NOTES CONTINUED:

- 18. TESTING TESTING OF SANITARY SEWER FACILITIES: THE FOLLOWING TESTS WILL BE REQUIRED FOR ALL SANITARY SEWER FACILITIES CONNECTED TO THE DISTRICT'S SANITARY SEWER SYSTEM.
A. GRAVITY PIPELINES: ALL SECTIONS SHALL BE TESTED EITHER HYDROSTATICALLY OR WITH AN AIR TEST.
1) HYDROSTATIC TEST - MAIN: SECTION OF PIPELINE SHALL BE PREPARED BY PLUGGING THE UPPER SIDE OF DOWNSTREAM MANHOLE AND ALL OPENINGS IN UPSTREAM MANHOLE EXCEPT DOWNSTREAM OPENING.
2) HYDROSTATIC TEST - LATERAL: CONSISTS OF PLUGGING DOWNSTREAM END OF BUILDING LATERAL, PLACING A SECTION OF PIPE IN THE VERTICAL BRANCH OF THE BUILDING CLEANOUT AND FILLING THE TEST SECTION WITH WATER.
3) AIR TEST: AIR TESTING MAY BE USED IN LIEU OF HYDROSTATIC.
4) LATERAL SIZE: 4 6 8 10 12 15
5) MINIMUM TIME (SEC): 122 184 245 306 367 460
B. MANDREL TESTING: INSTALLED PIPE SHALL BE TESTED TO INSURE THAT VERTICAL DEFLECTIONS FOR PLASTIC PIPE DO NOT EXCEED MAXIMUMS.
15. WATERLINE CROSSINGS. SEWER LINES SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE STATE OF CALIFORNIA, DIVISION OF DRINKING WATER, CRITERIA FOR THE SEPARATION OF WATER MAINS AND SANITARY SEWERS.
16. WATERSTOPS: USE APPROVED WATERSTOPS ON ALL PIPES ENTERING STRUCTURES SUCH AS MANHOLES.
17. BACKFILL: BACKFILL IN ACCORDANCE WITH PLANS.

LEGEND

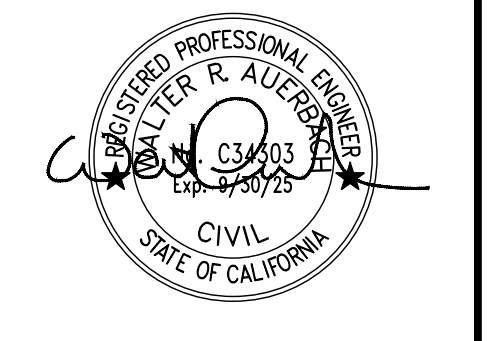
LEGEND table with columns for EXISTING and PROPOSED symbols and their corresponding descriptions such as AC PAVING, DIRT ROAD, SEWER LINE, SANITARY SEWER MANHOLE, etc.

ABBREVIATIONS

Table of abbreviations with columns for symbol, description, and another description. Includes terms like AC PAVING, SANITARY SEWER MAIN, SEWER LINE, SANITARY SEWER MANHOLE, etc.

REVISIONS table with columns for REV, DATE, and DESCRIPTION.

RECORD DRAWING DATE: ENGINEER INITIAL:



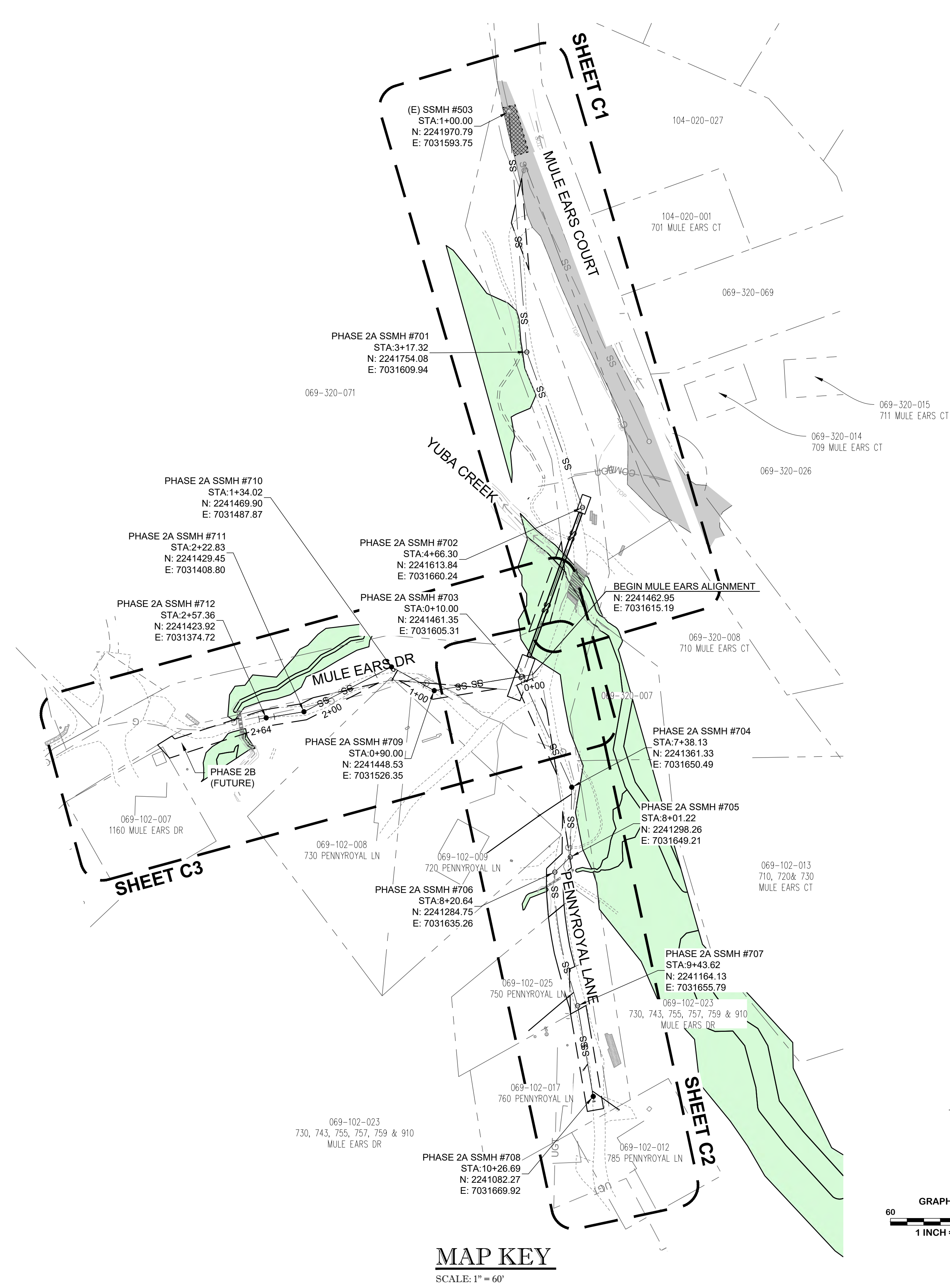
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DONNER SUMMIT PUBLIC UTILITY DISTRICT SUGAR BOWL SEWER PHASE 2A NOTES, ABBREVIATIONS, AND LEGEND CALIFORNIA PLACER COUNTY NORDEN

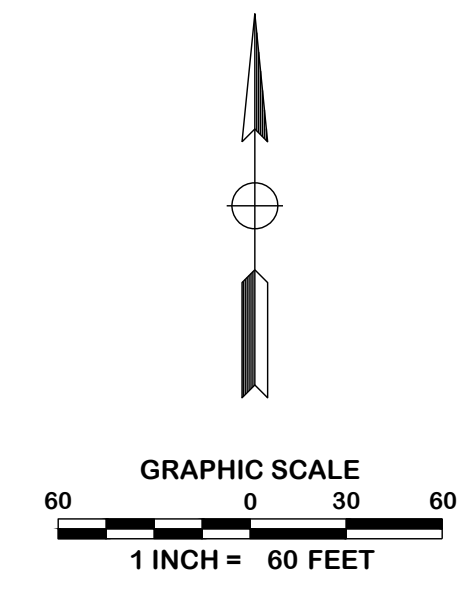
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100% IMPROVEMENT PLANS



ALIGNMENT NAME	STREET
PHASE 2A-1	PENNYROYAL LN
PHASE 2A-2	MULE EARS DRIVE



MAP KEY
SCALE: 1" = 60'

REV	DATE	REVISIONS	BY

RECORD DRAWING
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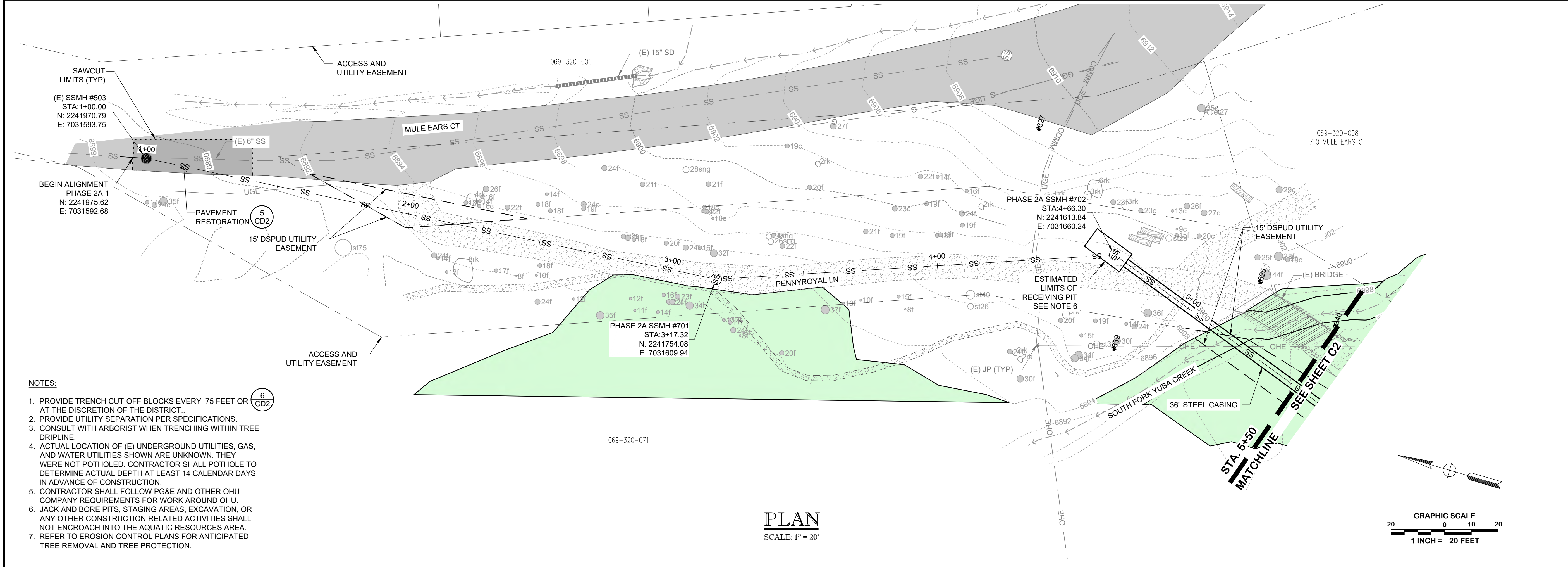
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DONNER SUMMIT PUBLIC UTILITY DISTRICT
SUGAR BOWL SEWER PHASE 2A
SHEET MAP KEY

NORDEN PLACER COUNTY CALIFORNIA

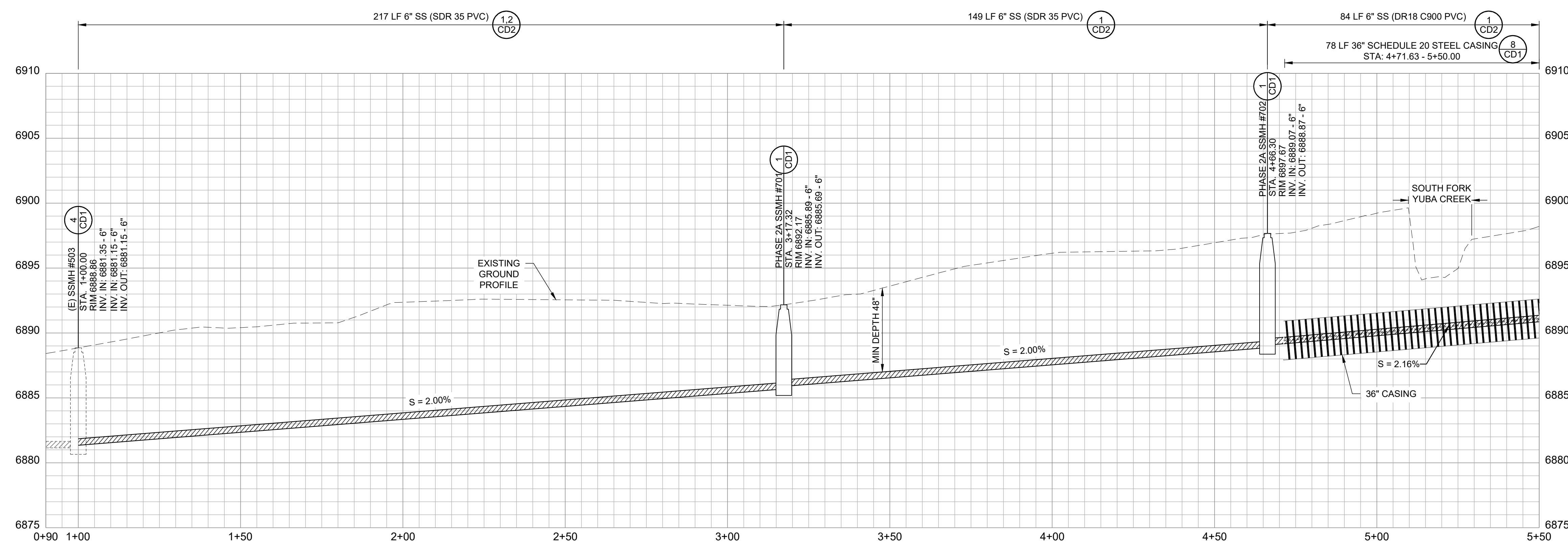
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SURVEY BY:	AEC
SURVEY DATE:	AUGUST 2021
DESIGN BY:	CN/CA
DRAFTING BY:	CN/AVBR
CHECKED BY:	CA/WA
DATE:	NOVEMBER 10, 2023

SCALES:	1" = 60'	G4
HORIZONTAL		
VERTICAL		SHEET: 4 of 12



- NOTES:
1. PROVIDE TRENCH CUT-OFF BLOCKS EVERY 75 FEET OR AT THE DISCRETION OF THE DISTRICT.
 2. PROVIDE UTILITY SEPARATION PER SPECIFICATIONS.
 3. CONSULT WITH ARBORIST WHEN TRENCHING WITHIN TREE DRUPLINE.
 4. ACTUAL LOCATION OF (E) UNDERGROUND UTILITIES, GAS, AND WATER UTILITIES SHOWN ARE UNKNOWN. THEY WERE NOT POTHOLED. CONTRACTOR SHALL POTHOLE TO DETERMINE ACTUAL DEPTH AT LEAST 14 CALENDAR DAYS IN ADVANCE OF CONSTRUCTION.
 5. CONTRACTOR SHALL FOLLOW PG&E AND OTHER OHU COMPANY REQUIREMENTS FOR WORK AROUND OHU.
 6. JACK AND BORE PITS, STAGING AREAS, EXCAVATION, OR ANY OTHER CONSTRUCTION RELATED ACTIVITIES SHALL NOT ENCROACH INTO THE AQUATIC RESOURCES AREA.
 7. REFER TO EROSION CONTROL PLANS FOR ANTICIPATED TREE REMOVAL AND TREE PROTECTION.

PLAN
SCALE: 1" = 20'



PROFILE
SCALE: 1" = 20' (H) 1" = 5' (V)

REV	DATE	REVISIONS

RECORD DRAWING
DATE: ENGINEER INITIAL:



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DONNER SUMMIT PUBLIC UTILITY DISTRICT
SUGAR BOWL SEWER PHASE 2A
PENNYROYAL LN
STA 0+00 - 5+50
PLACER COUNTY CALIFORNIA
NORDEN

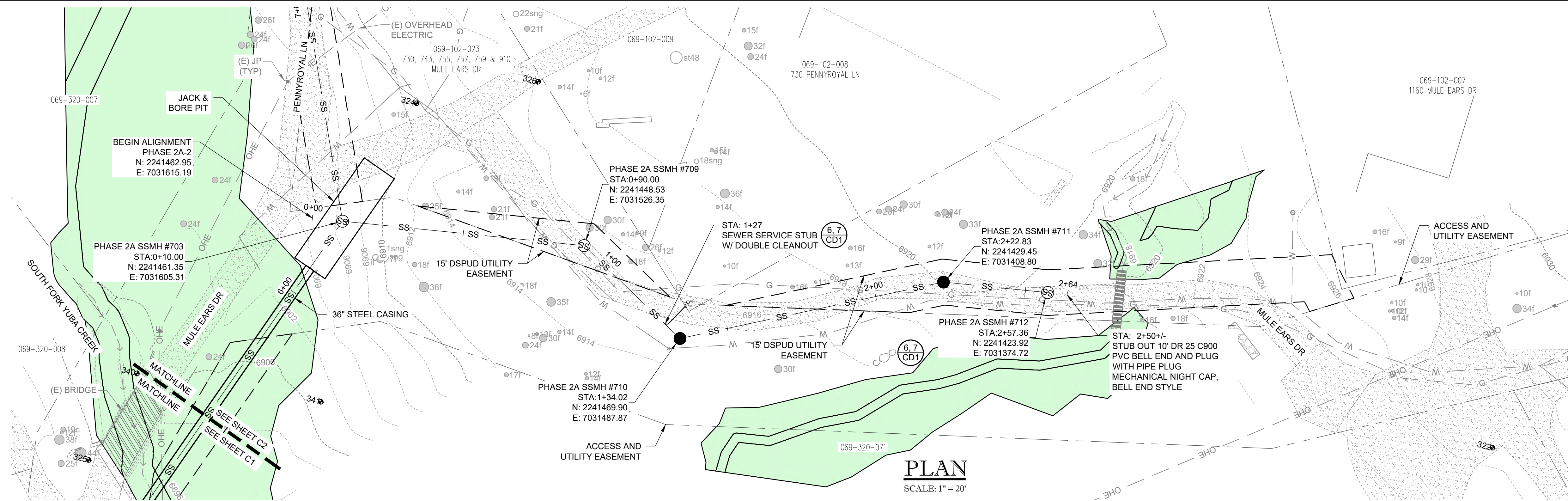
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SURVEY BY:	AEC
SURVEY DATE:	AUGUST 2021
DESIGN BY:	CN/CA
DRAFTING BY:	CN/A/WR
CHECKED BY:	CA/WA
DATE:	NOVEMBER 10, 2023

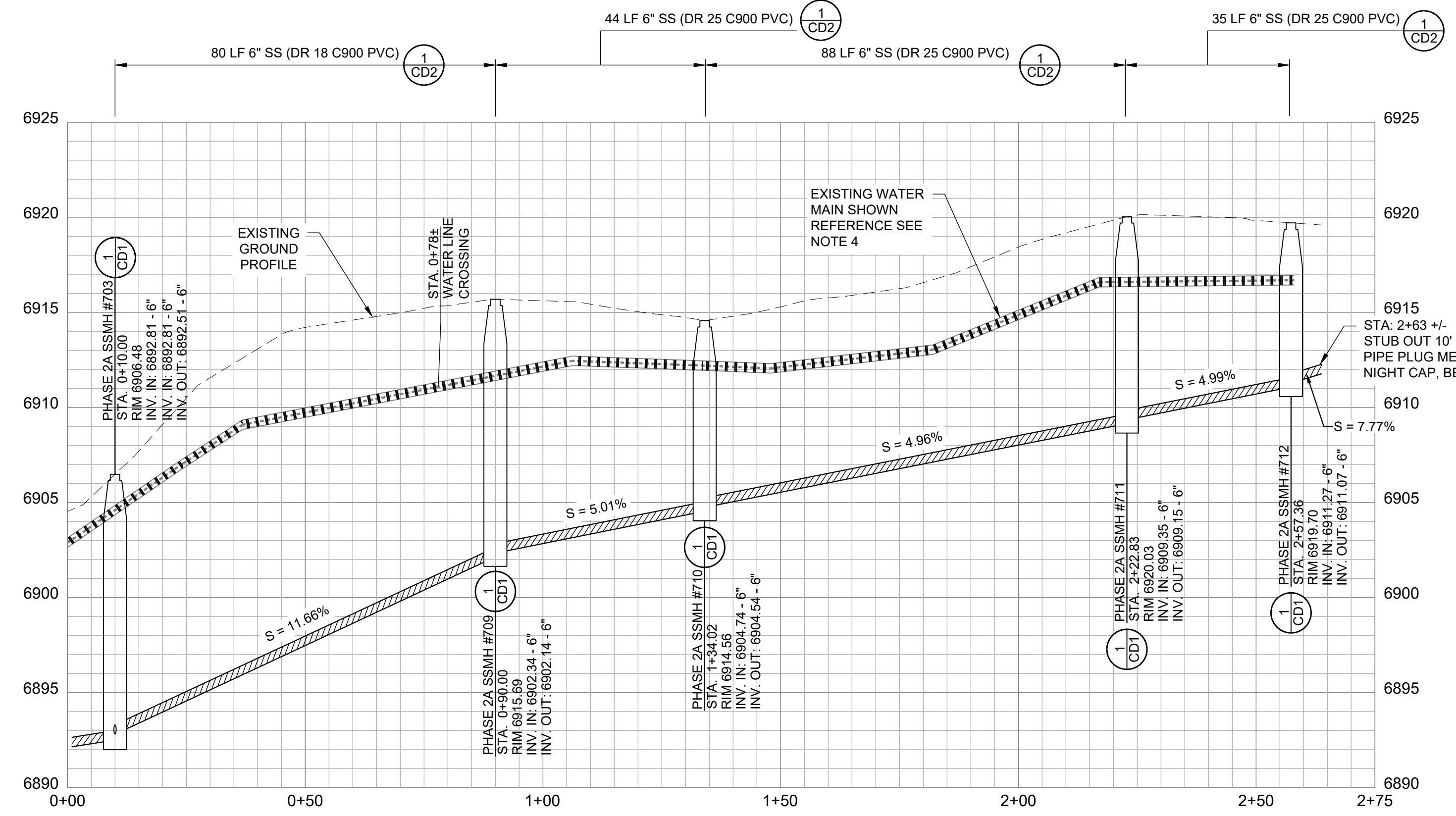
SCALES:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 20'

C1
SHEET: 5 of 12

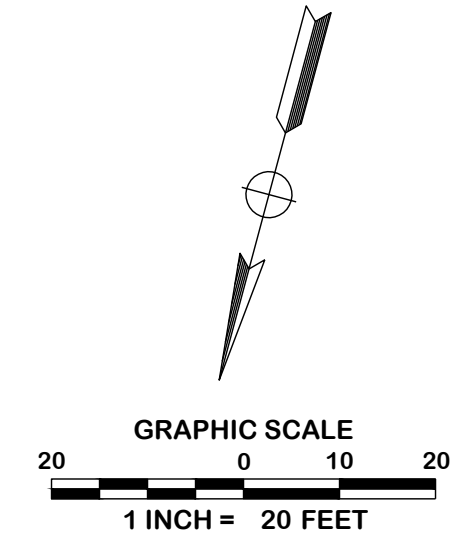
J:\77.02B\DWG\FINAL SHEETS\PHASE 2A\77.02B_2A_C1.DWG



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PROFILE
SCALE: 1" = 20' (H) 1" = 5' (V)



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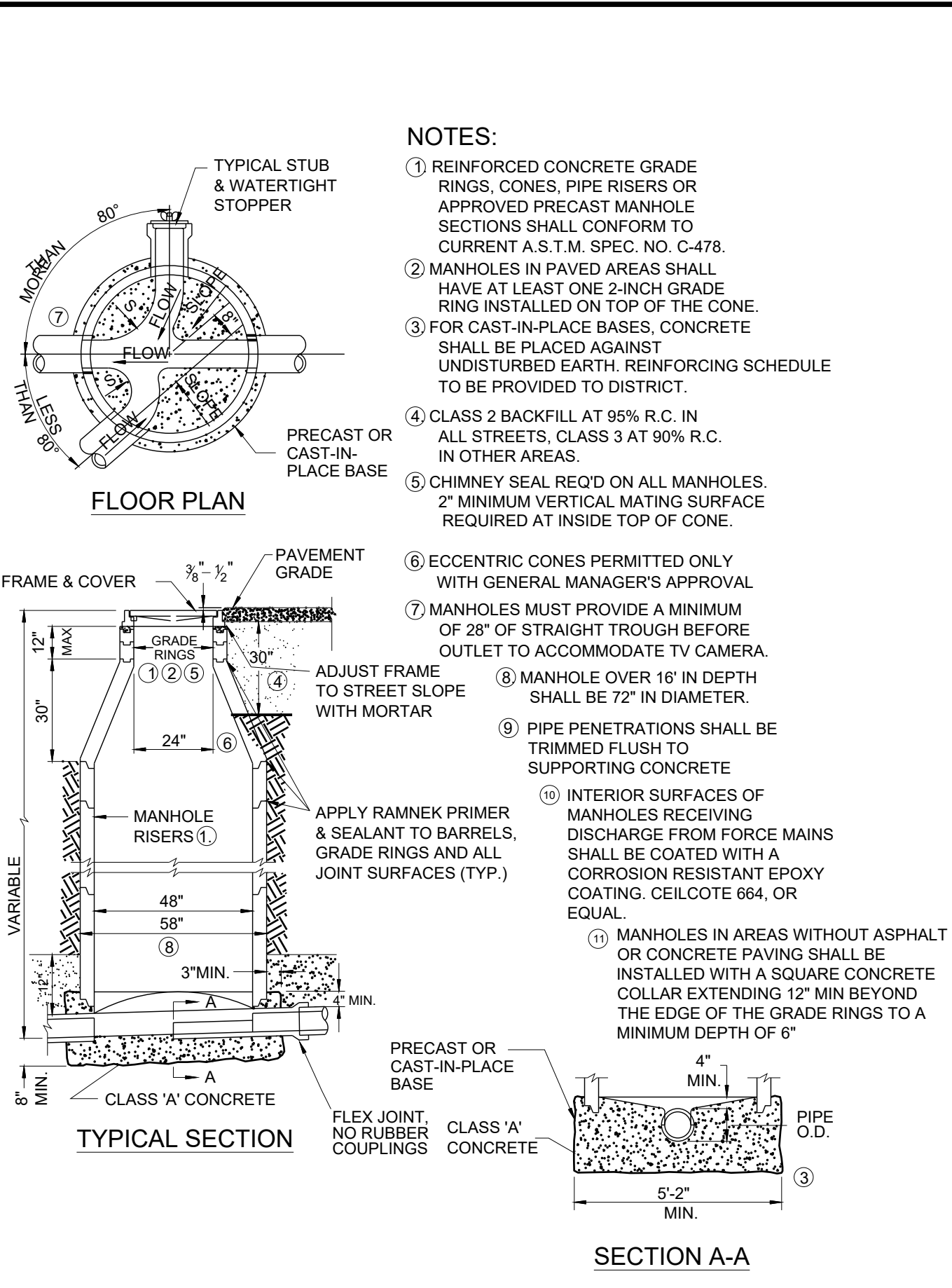
DONNER SUMMIT PUBLIC UTILITY DISTRICT
SUGAR BOWL SEWER PHASE 2A
MULE EARS DR
STA 0+00 - 2+75
 NORDEN PLACER COUNTY CALIFORNIA

PROJECT NUMBER:	77-02B
SURVEY BY:	AEC
SURVEY DATE:	AUGUST 2021
DRAFTING BY:	CN/AVBR
CHECKED BY:	CA/WA
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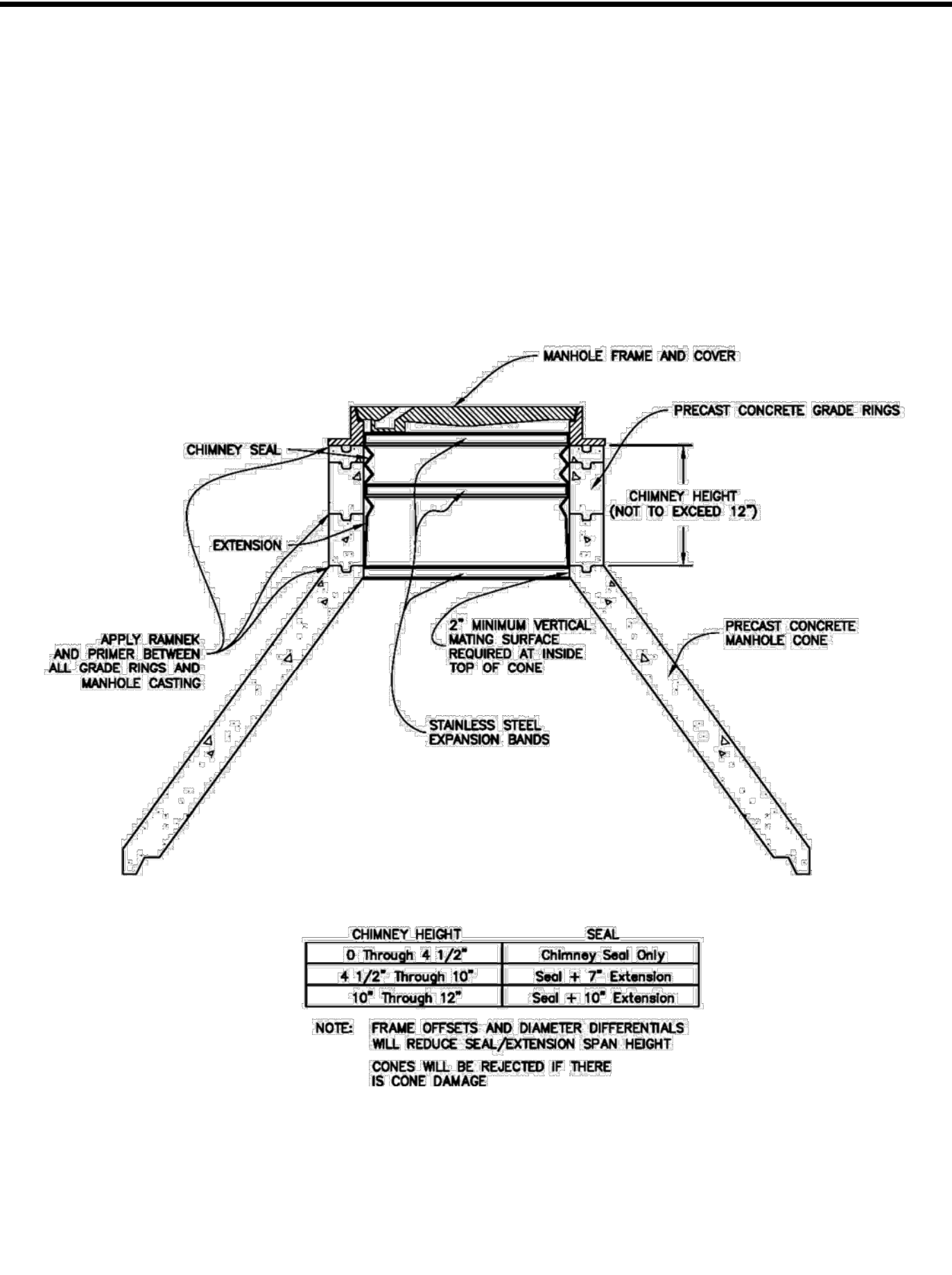
SCALES:	1" = 20'
HORIZONTAL:	1" = 20'
VERTICAL:	1" = 5'

C3

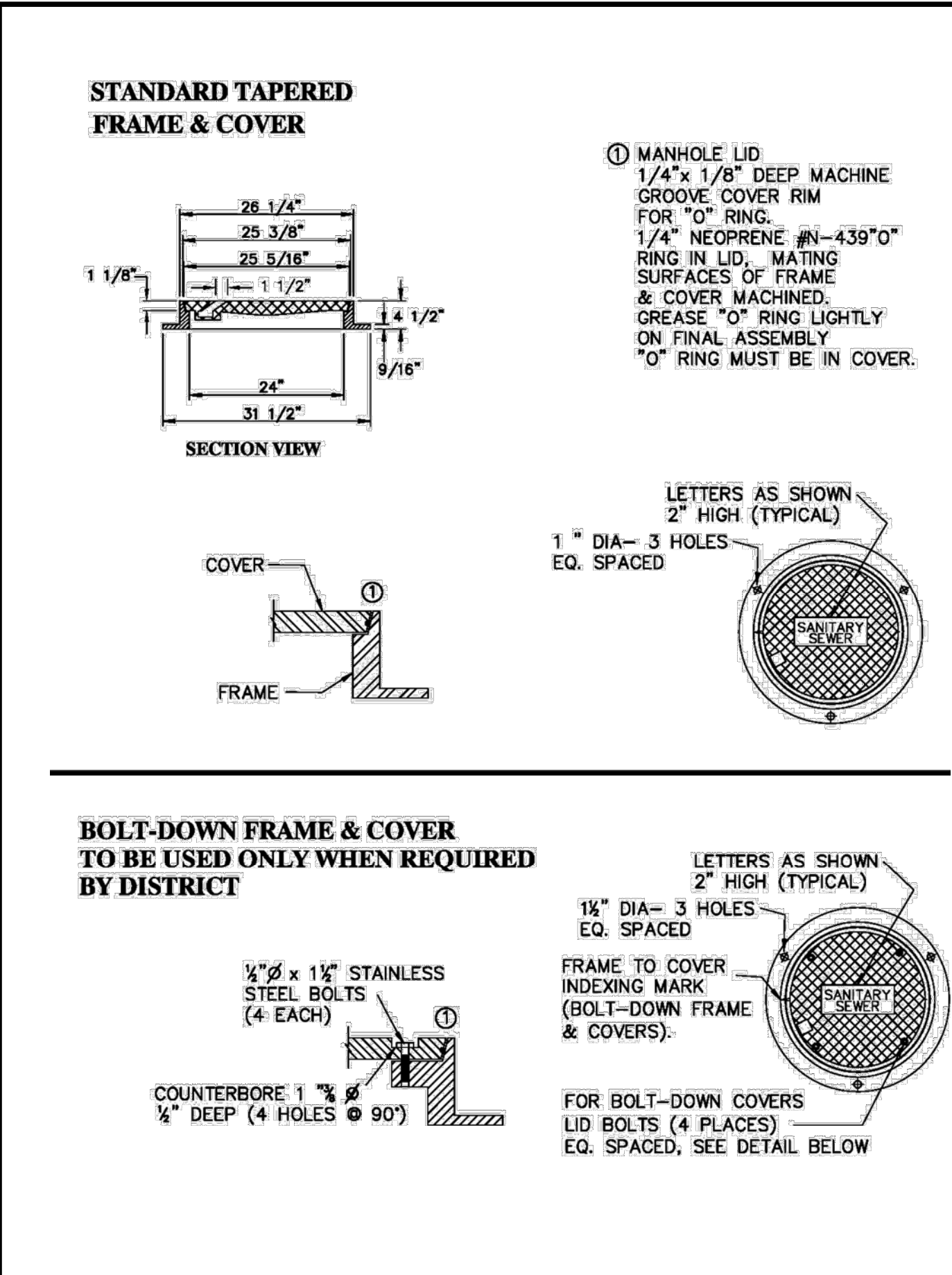
SHEET: 7 of 12



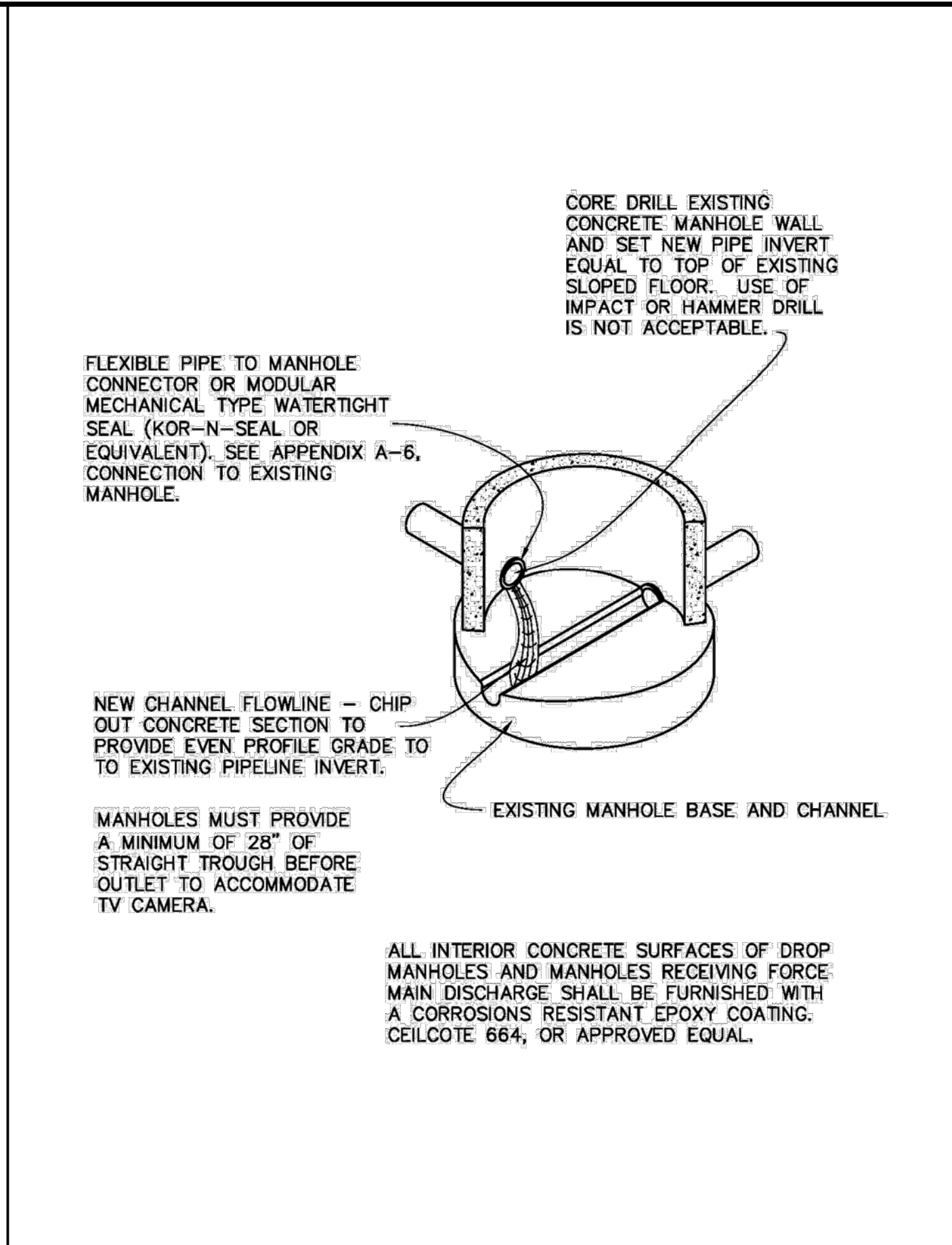
1 TYPE 'A' MANHOLE



2 INTERNAL MANHOLE CHIMNEY SEAL



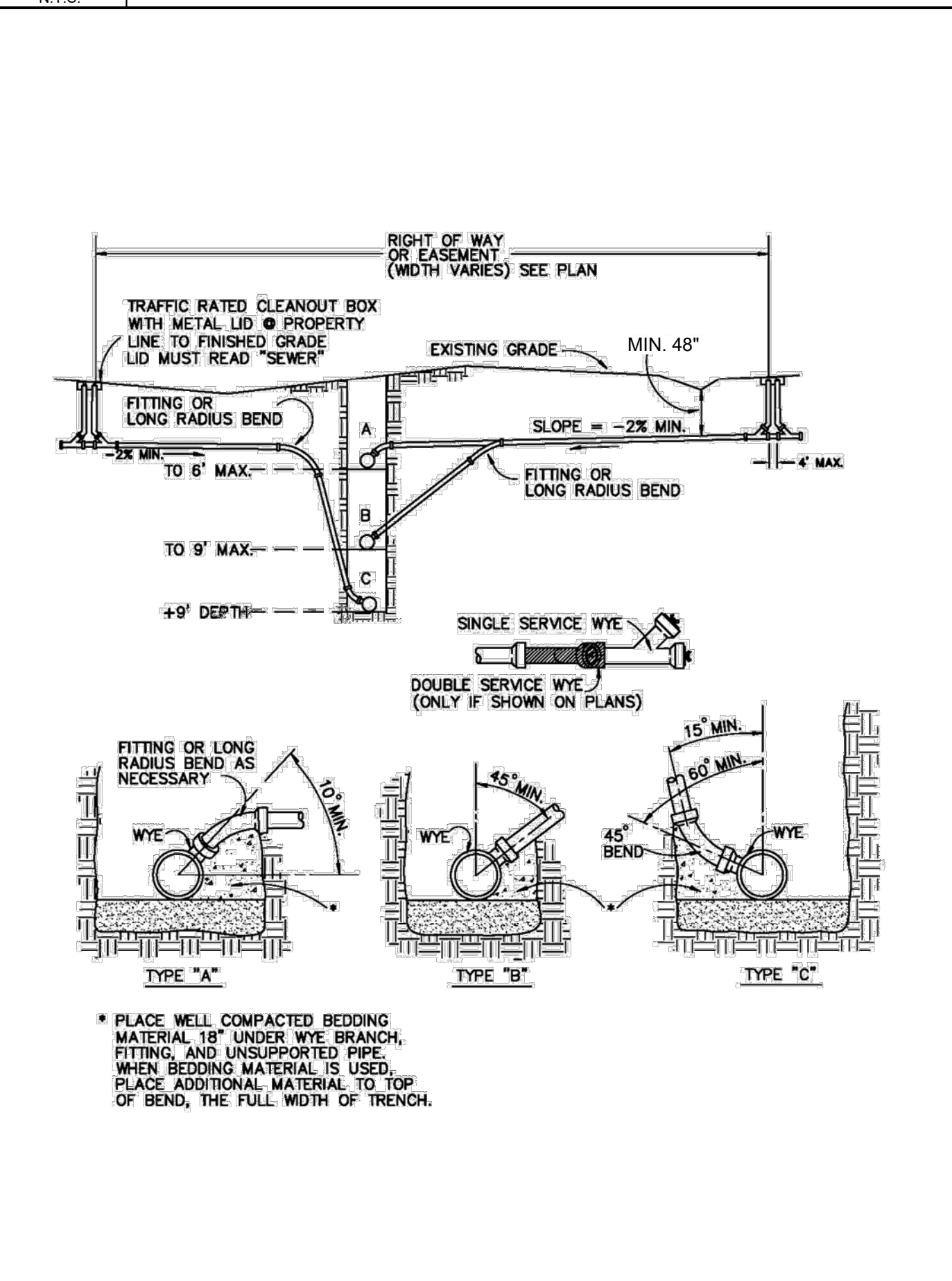
3 MANHOLE COVER AND FRAME



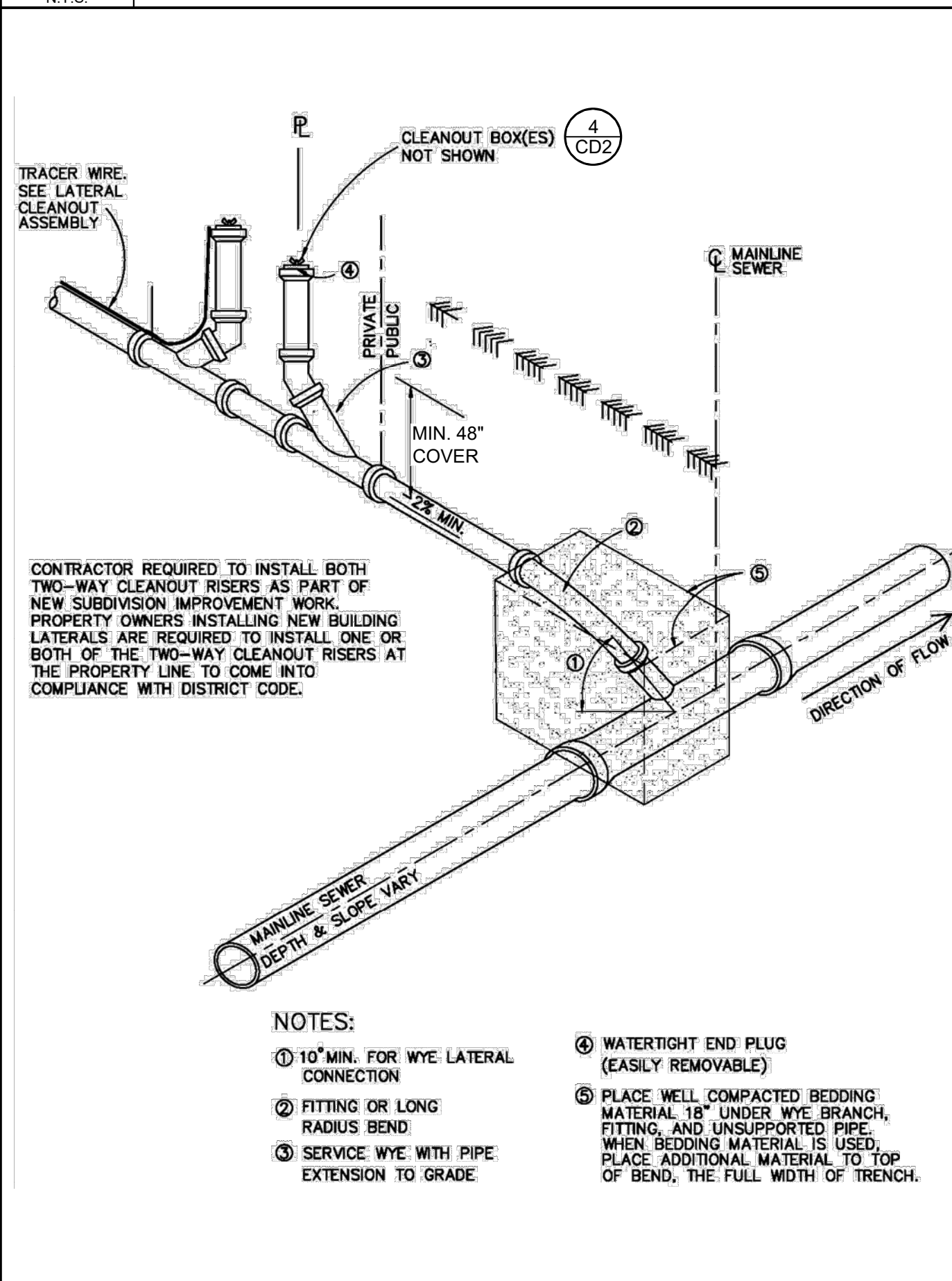
4 PIPE CONNECTION TO EXISTING MANHOLE



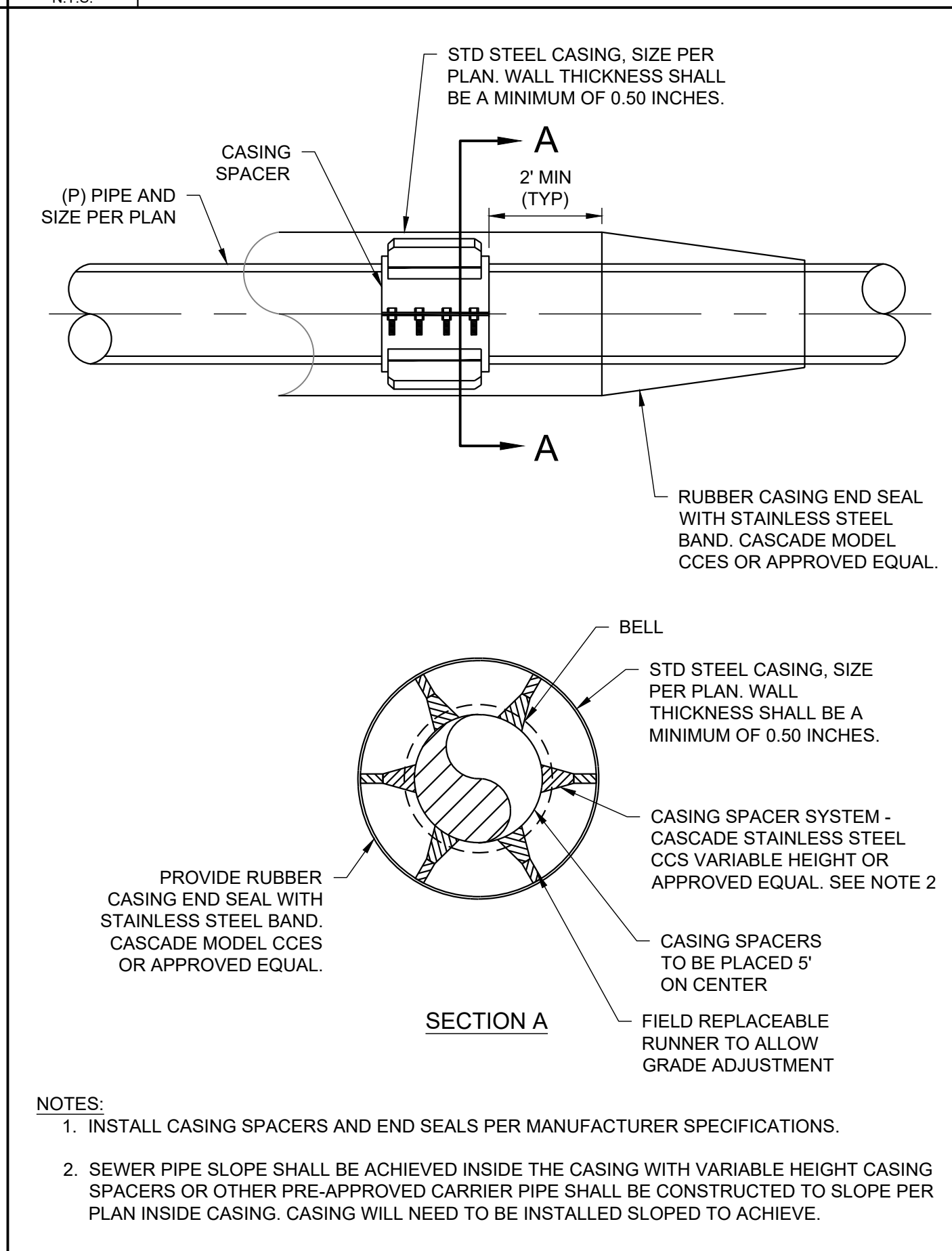
5 NOT USED



6 SEWER LATERAL PROFILE VIEW



7 SEWER LATERAL ISOMETRIC VIEW



8 CASING DETAIL

REV	DATE	REVISIONS

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 REGISTERED PROFESSIONAL ENGINEER
 BOB R. AUERBACH
 No. C32003
 Exp. 9/30/25
 CIVIL
 STATE OF CALIFORNIA

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DONNER SUMMIT PUBLIC UTILITY DISTRICT
SUGAR BOWL SEWER PHASE 2A
CIVIL DETAILS

CALIFORNIA
 PLACER COUNTY
 NORDEN

SCALE: HORIZONTAL
 VERTICAL

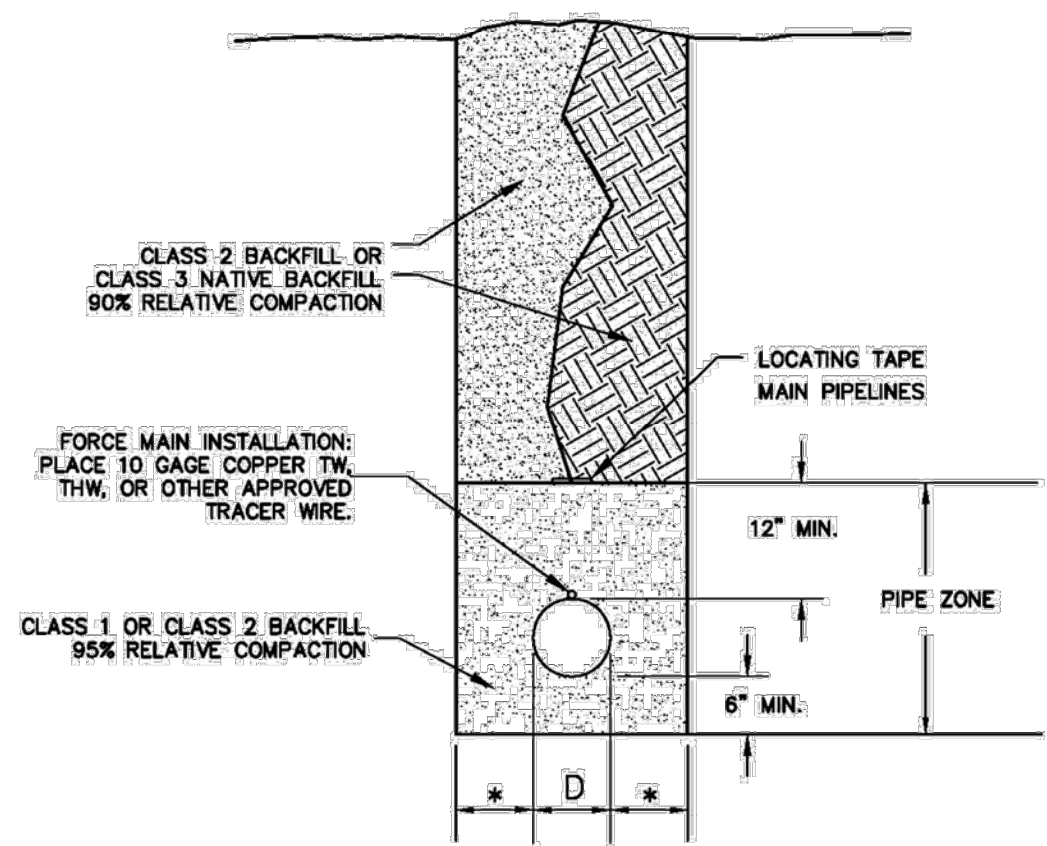
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 SURVEY BY: AEC
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 DESIGN BY: CN/CA
 DRAFTING BY: CN/AVBR
 CHECKED BY: CA/WA
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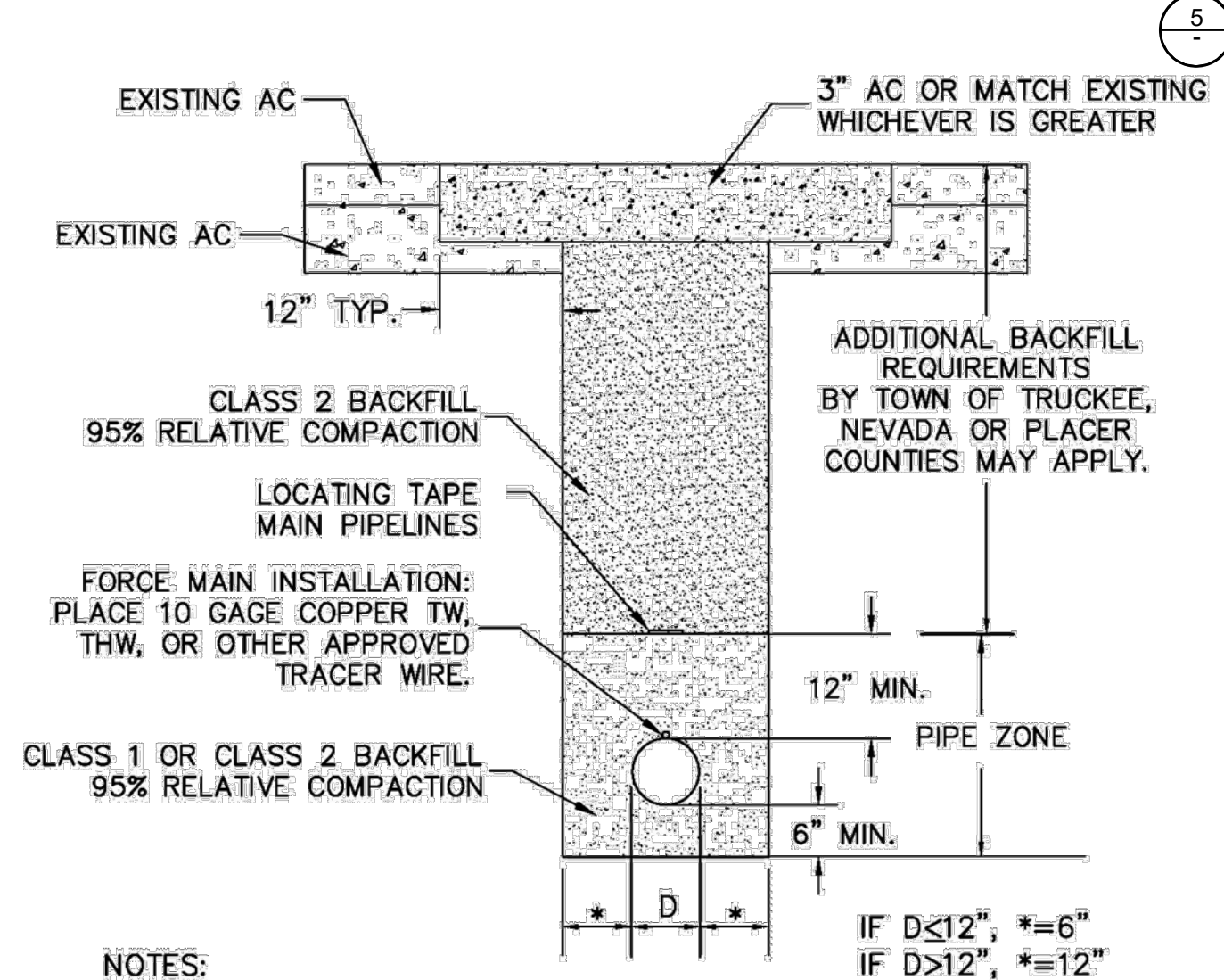
CD1
 SHEET: 8 of 12

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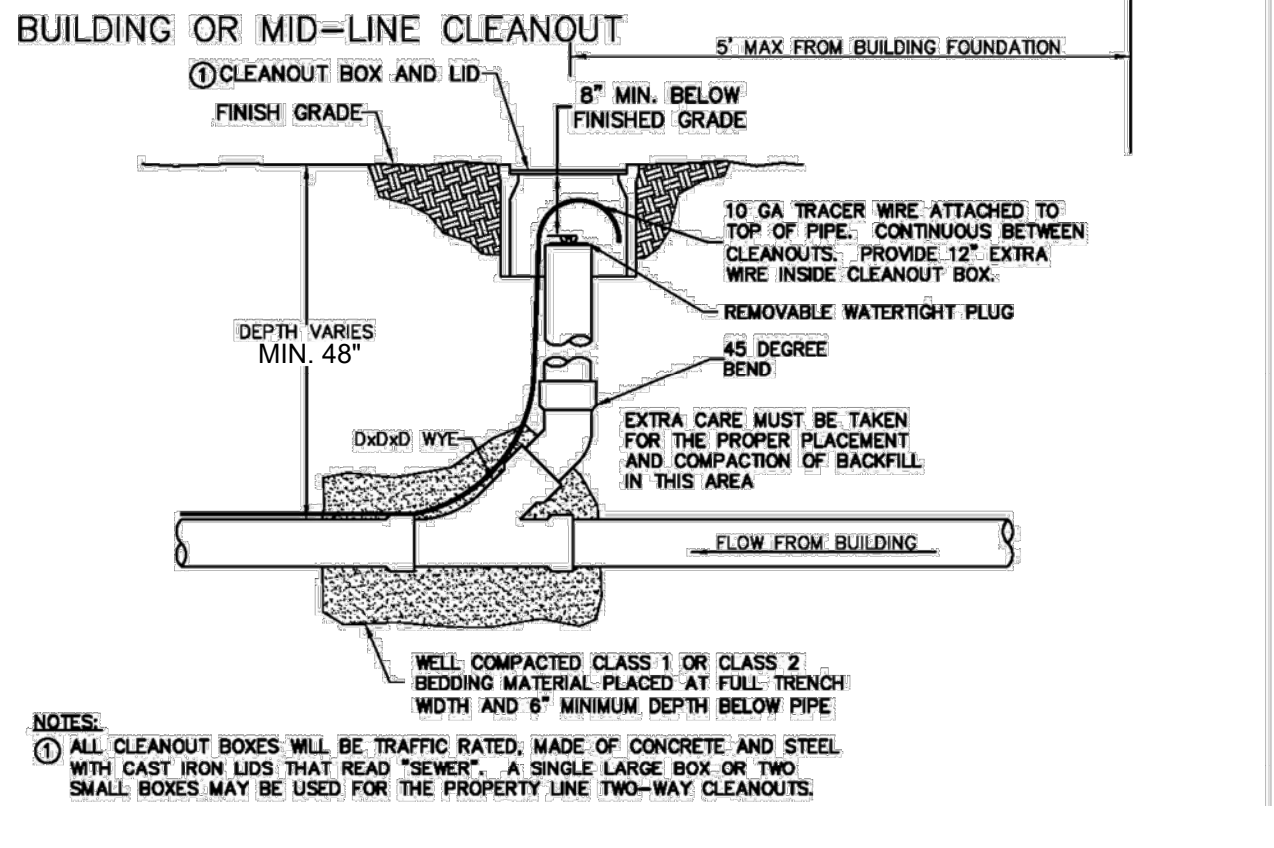
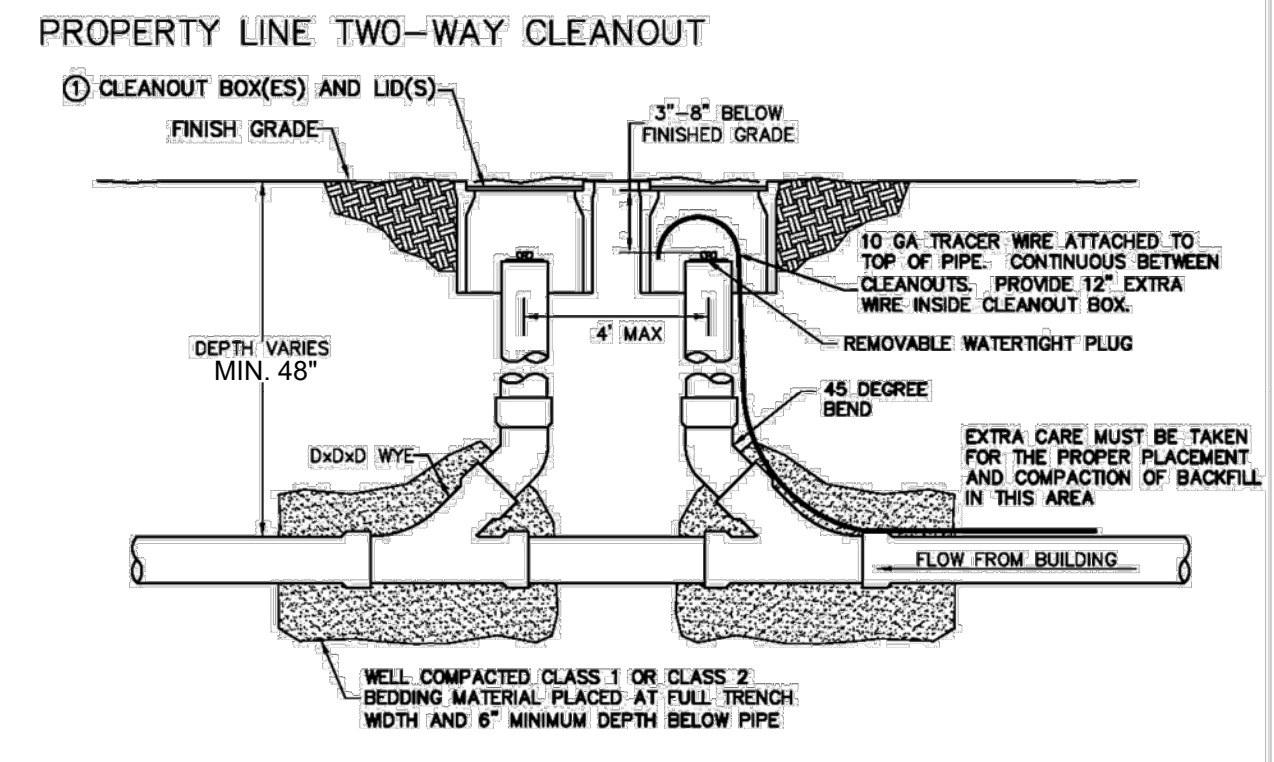
100% IMPROVEMENT PLANS



NOTES:
 1. ALL SEWERAGE WORKS TO MEET OR EXCEED TRUCKEE SANITARY DISTRICT CODE REQUIREMENTS.
 2. D = PIPE DIAMETER.
 3. TRENCH BRACING OR SHORING AS REQ'D BY THE "CONSTRUCTION SAFETY ORDER", STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS.



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 2. D = PIPE DIAMETER.
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 4. SAWCUT OR GRIND EX. PAVEMENT A MINIMUM OF ONE (1) FOOT BEYOND EACH SIDE OF THE LONGITUDINAL OR TRANSVERSE EXCAVATION.

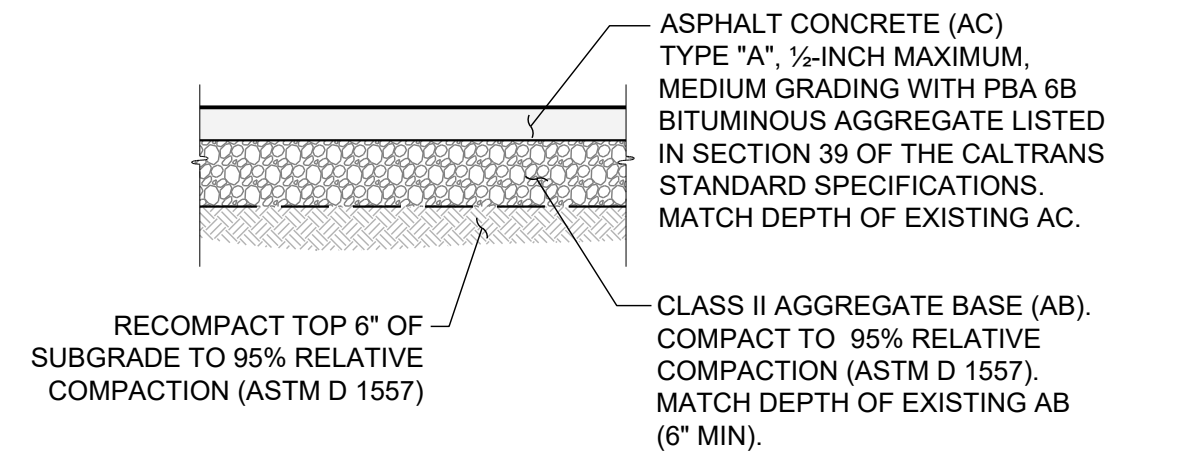


1 TYPICAL SEWER TRENCH (NON-TRAFFIC)

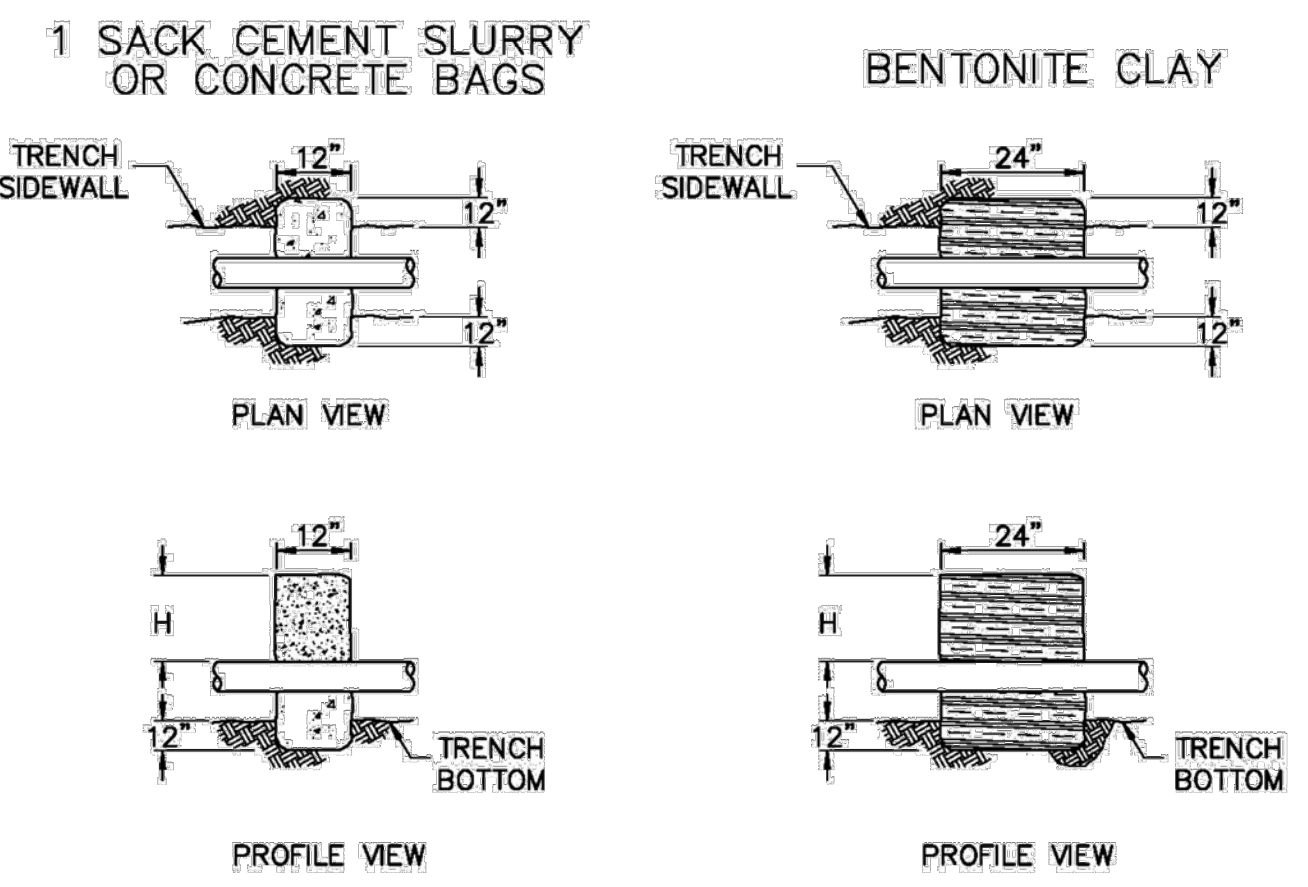
2 TYPICAL SEWER TRENCH (EXISTING ROAD)

3 NOT USED

4 LATERAL CLEANOUT ASSEMBLY



NOTES:
 1. SEAL ALL EXISTING AC AT SAWCUTS WITH ASPHALTIC EMULSION.
 2. CONTRACTOR TO REFERENCE THE NV5 GEOTECHNICAL REPORT REQUIREMENTS FOR PAVING, BASE, AND SUBGRADE PREPARATION AND INSPECTION.



H = 12" ABOVE SEASONAL HIGH GROUNDWATER TABLE (36" MIN.)

5 AC PAVEMENT TO MATCH EXISTING

6 TRENCH CUT-OFF BLOCKS

7 NOT USED

8 NOT USED

REV. DATE	BY	REVISIONS

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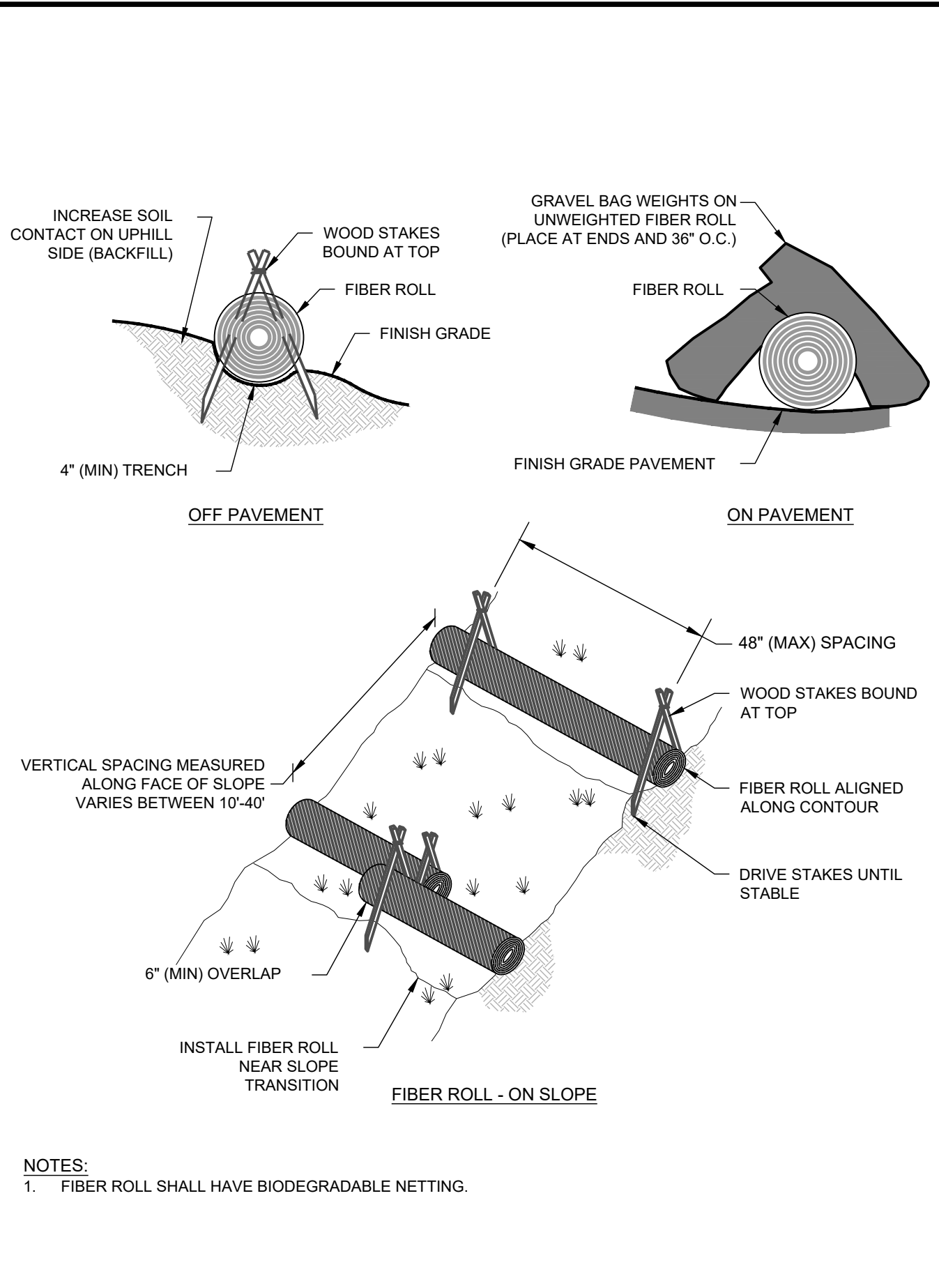
DONNER SUMMIT PUBLIC UTILITY DISTRICT
 SUGAR BOWL SEWER
 PHASE 2A
 CIVIL DETAILS
 NORDEN PLACER COUNTY CALIFORNIA

PROJECT NUMBER:	77-02B
SURVEY BY:	AEC
SURVEY DATE:	AUGUST 2021
DESIGN BY:	CN/CA
DRAFTING BY:	CN/AVBR
CHECKED BY:	CA/JWA
DATE:	NOVEMBER 10, 2023

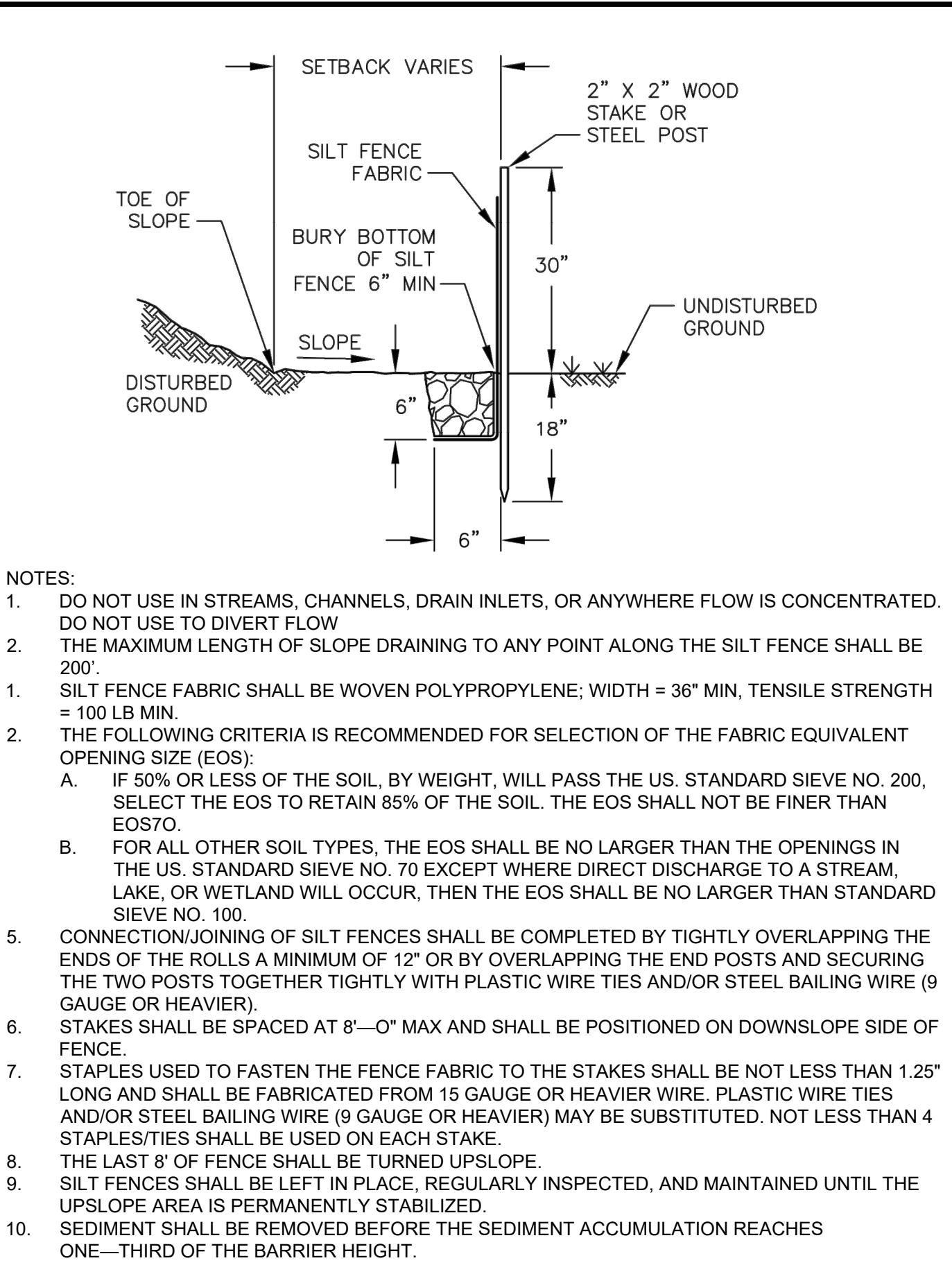
SCALES:
 HORIZONTAL: **CD2**
 VERTICAL: SHEET: 9 of 12

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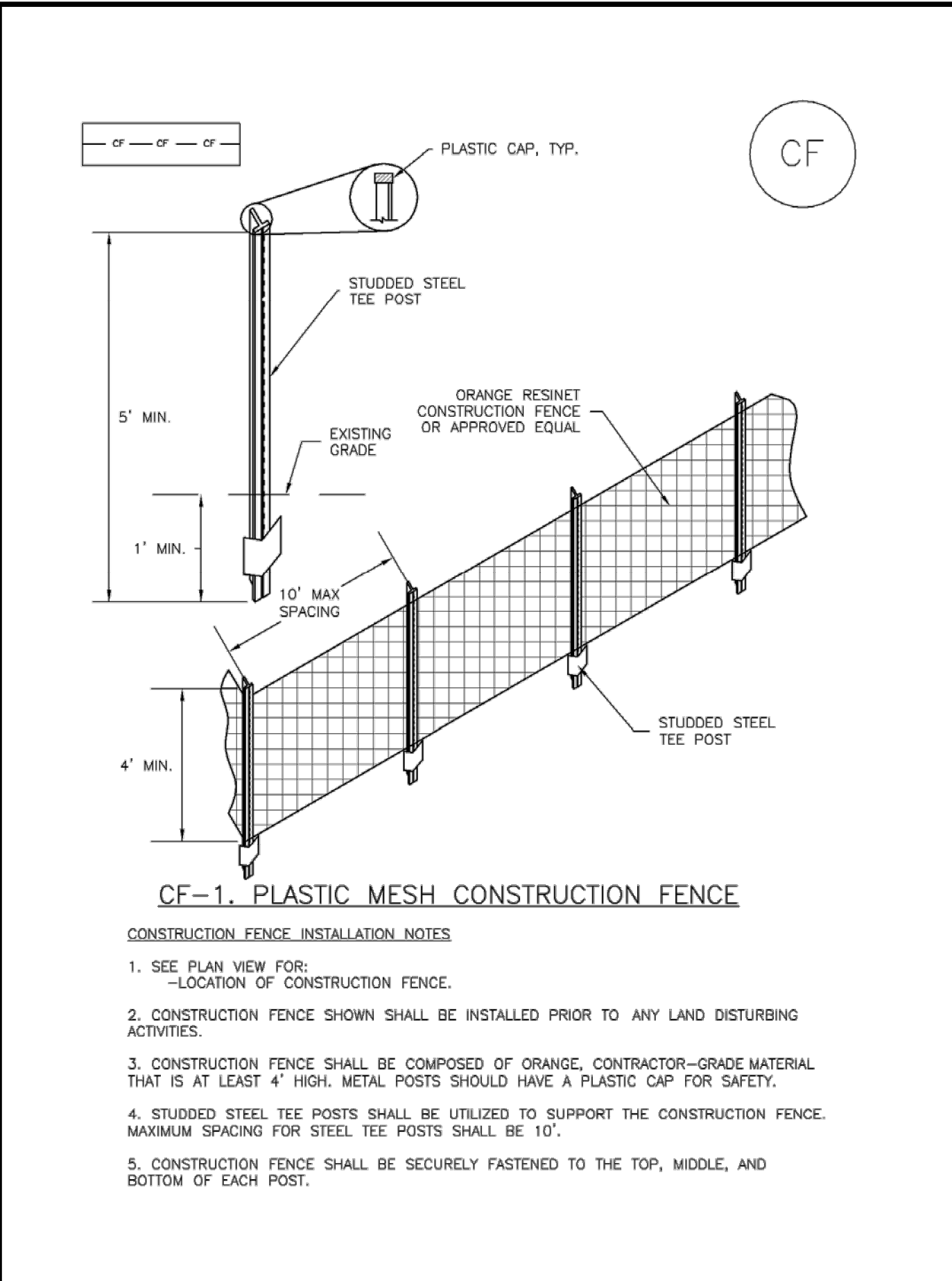
100% IMPROVEMENT PLANS



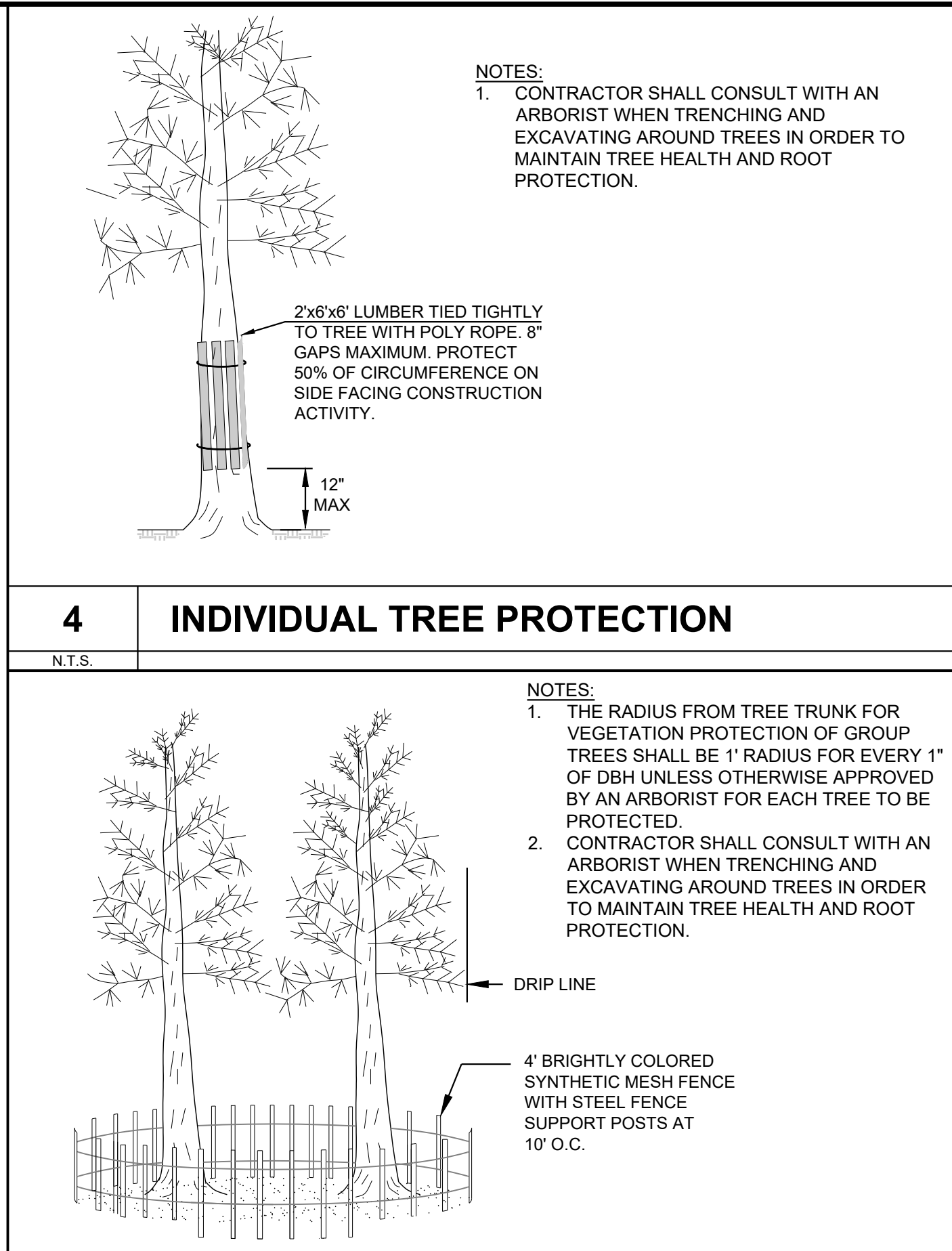
1 FIBER ROLL
N.T.S.



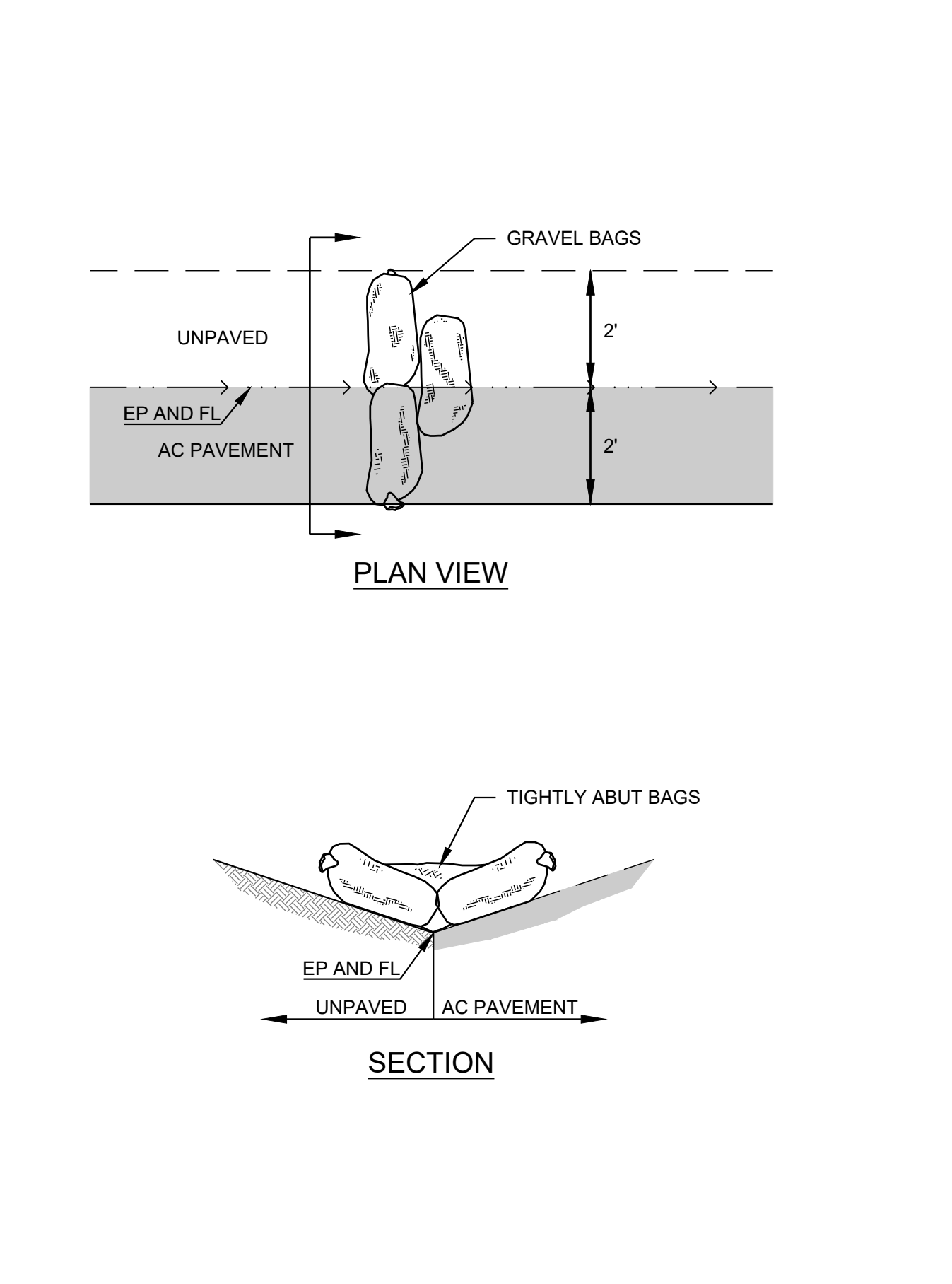
2 SILT FENCE
N.T.S.



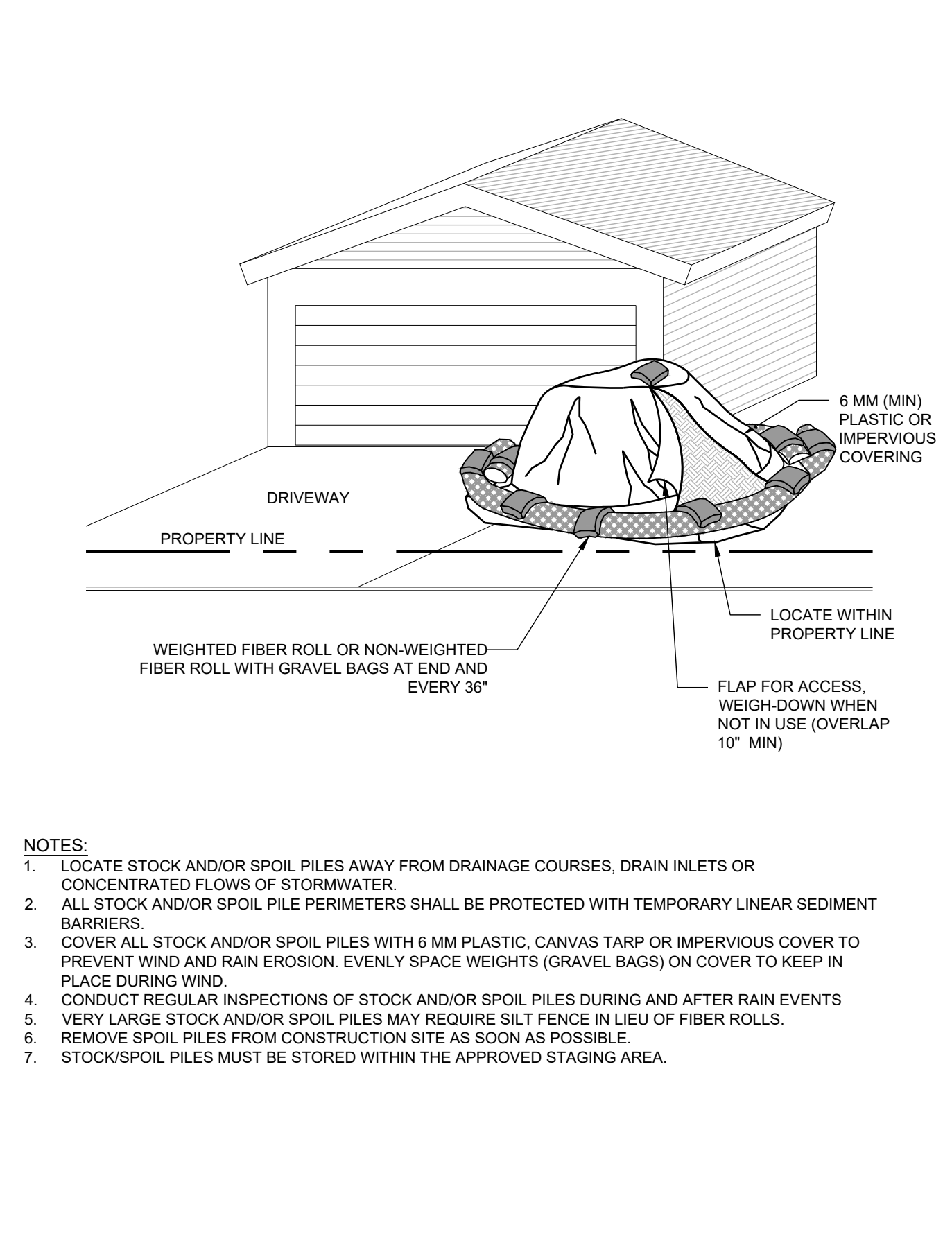
3 CONSTRUCTION FENCING
N.T.S.



5 GROUP TREE PROTECTION
N.T.S.



6 DRAINAGE SWALE CHECK DAM
N.T.S.



7 STOCKPILE MANAGEMENT
N.T.S.

REVEGETATION / RESTORATION NOTES:

- PRIOR TO CONSTRUCTION REMOVE AND STOCKPILE TOPSOIL FROM AREA TO BE DISTURBED.
- UPON COMPLETION OF SEWER LINE, APPLY WOOD CHIPS TO A DEPTH OF 2-INCHES OVER ENTIRE TREATMENT AREA.
- DECOMPACT AND MIX WOOD CHIPS INTO THE SOIL TO A DEPTH OF 12-INCHES.
- TOPSOIL SHALL BE REAPPLIED OVER THE DECOMPACTED AREA AND RAKED INTO THE TOP 2-INCHES OF TILLED MATERIAL.
- FERTILIZER (BIOSOL OR APPROVED EQUAL) SHALL BE APPLIED AT A RATE OF 1,500 POUNDS PER ACRE.
- SEED MIX SHALL BE APPLIED AND LIGHTLY RAKED INTO THE TOP 1/4-INCH OF SOIL.
- PINE NEEDLE MULCH SHALL BE HAND APPLIED TO A DEPTH OF 2-INCHES.
- ALL DISTURBED COMPACTED CLASS II AGGREGATE BASE SHALL BE REPAIRED AND OR REPLACED TO A MINIMUM DEPTH OF 6" AND COMPACTED TO 95% AND SHALL BLEND IN COLOR AND CHARACTER WITH THE WHOLE OF THE ACCESSIBLE PARKING PAD AND SHOULDER/DRIVE.

Species	Per/Ann	%
Arnica Mollis	P	1*
Bachelor Button	P	5
Black-eyed Susan	P	5
Buckwheat Sulfur	P	6
Candytuft	A	3
Catchfly	A	2
Cinquefoil	P	1*
Columbine, red & blue (Sierra Source)	P	1*
Coreopsis Lanceleaf	P	4
Coreopsis Plains	A	4
Flax, blue	P	6
Flax, scarlet	A	3
Geum	P	2
Gilia, golden & scarlet	A	2
Indian Blanketflower	P/A	6
Iris missouriensis	P	6
Keckellia	P	2
Lomatium	P	3
Lupine Blend	P	5
Moneyflower Lewis	P	1
Penstemon Blend	P	8
Poppy, California	A	8
Poppy, Flanders	A	4
Primrose, yellow	P	1
Shasta Daisy	P	3
Showy Goldeneye	P	4
Snow in Summer	P	1
Wallflower	A	5

* up to 1%
100

SUCCESS CRITERIA:

- YEAR ONE: 30% VEGETATIVE COVER, 98% MULCH COVER, NO BARE AREAS GREATER THAN 9 SF.
- MANAGEMENT RESPONSE: RESEED, REMULCH, OR FULL RETREATMENT AS NEEDED.
- MONITORING SHALL BE DONE THE YEAR FOLLOWING TREATMENT. MONITORING SHALL BE DONE DURING THE HEIGHT OF THE GROWING SEASON WHEN GRASSES HAVE SET SEED. TYPICALLY, THIS WILL OCCUR IN JUNE-JULY DEPENDING ON SNOW MELT AND OTHER CLIMATE FACTORS.
- MONITORING SHALL OCCUR ONCE FOLLOWING MONITORING, IF SUCCESS CRITERIA ARE NOT MET. RETREATMENT PER MANAGEMENT RESPONSE SECTION OF SUCCESS CRITERIA TABLE WILL BE REQUIRED AND ADDITIONAL MONITORING WILL BE REQUIRED THE FOLLOWING YEAR, UNTIL THE SUCCESS CRITERIA ARE MET.

8 REVEGETATION/RESTORATION NOTES
N.T.S.

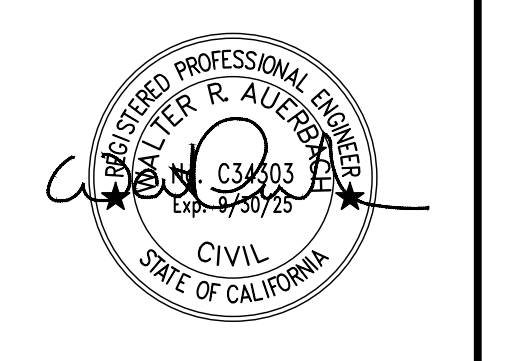
EROSION CONTROL NOTES:

- THE SITE SHALL BE WINTERIZED FROM OCTOBER 15TH TO MAY 1ST.
- REMOVAL OF NATIVE VEGETATION SHALL BE MINIMIZED. ALL DISTURBED AREAS SHALL BE STABILIZED WITH A 3-INCH LAYER OF MULCH OR COVERED WITH AN EROSION CONTROL BLANKET.
- TEMPORARY EROSION CONTROL MEASURES AND DETAILS AS SHOWN ON THIS PLAN ARE SUGGESTED MINIMUM METHODS OF CONTROLLING EROSION DURING CONSTRUCTION. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL MEASURES AS DICTATED BY FIELD CONDITIONS TO CONTROL EROSION AND SEDIMENTATION.
- IF INCLEMENT WEATHER IS FORECAST, CONTRACTOR SHALL TAKE NECESSARY STEPS TO PROTECT AREAS DISTURBED BY CONSTRUCTION FROM EROSION AND/OR SUBSEQUENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE.
- ALL TEMPORARY EROSION CONTROL FEATURES SHALL BE INSPECTED WEEKLY AND PRIOR TO INCLEMENT WEATHER AND CORRECTIVE ACTION TAKEN AS NECESSARY TO INSURE PROPER FUNCTION.
- ALL AREAS DISTURBED BY CONSTRUCTION OF OFFSITE UTILITIES, INCLUDING ROADWAY SURFACES, SHOULDERS AND OTHER AREAS WILL BE RESTORED TO THE SATISFACTION OF THE DPW.
- ALL DISTURBED AREAS SHALL BE REVEGETATED OR OTHERWISE PROTECTED TO THE SATISFACTION OF THE ENGINEER. ONLY NATIVE BRUSH AND GRASS SPECIES SHALL BE USED FOR REVEGETATION. EXISTING AREAS OF DISTURBANCE WITHIN EACH PHASE SHALL BE RESTORED PURSUANT TO BEST MANAGEMENT PRACTICES (BMPs). THIS INCLUDES REVEGETATION OF EXISTING DIRT ROADS WHICH WILL NO LONGER BE UTILIZED FOR VEHICULAR ACCESS.
- THE AREAS OF SOIL AND VEGETATION DISTURBANCE SHALL BE LIMITED TO THAT REQUIRED FOR CONSTRUCTION PURPOSES. EXCEPT WHERE REQUIRED FOR ACCESS, THERE SHALL BE NO DISTURBANCE IN AREAS TO BE LEFT IN A NATURAL STATE. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO AREAS TO BECOME PERMANENT CIRCULATION (E.G., ROADWAYS AND PARKING AREAS, ETC.) OR OTHER DESIGNATED ROUTES.
- IN CONSTRUCTION AREAS TO BE REVEGETATED WHERE THE SUBSOIL LAYER HAS BEEN COMPACTED, RIPPING SHALL BE CONDUCTED DURING THE FINAL STAGES TO LOOSEN SOIL, ALLOWING FOR BETTER SUBSURFACE DRAINAGE AND ROOT PENETRATION. APPROPRIATE REVEGETATION PRACTICES SHALL BE EMPLOYED TO STABILIZE THESE AREAS IMMEDIATELY FOLLOWING CESSATION OF TRAVEL INTO THESE AREAS. TOPSOIL AND OTHER FILL MATERIAL TEMPORARILY STORED SHALL BE PROTECTED FROM EROSION BY COVERING WITH MULCH OR A COVER CROP, OR BY USE OF SILTATION BERMS OR OTHER MEANS APPROVED BY THE DPW.
- DISTURBANCE CREATED BY CONSTRUCTION SHALL BE STABILIZED WITHIN 24 HOURS OF CESSATION OF TRAVEL INTO SUCH AREAS. IF WORK HAS CEASED IN AN AREA OR IF AN AREA IS FOUND TO BE SUBJECT TO POTENTIAL EROSION PROBLEMS ASSOCIATED WITH VEGETATION LOSS AND SOIL COMPACTION, EFFORTS TO STABILIZE SUCH AREAS SHALL BE INITIATED THE NEXT WORK DAY FOLLOWING THE INSPECTION. STABILIZATION OF THESE AREAS SHALL BE CARRIED OUT UTILIZING BMPs.
- THE CONTRACTOR SHALL MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10 OF THE CALIFORNIA STANDARD SPECIFICATIONS. MEASURES SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
 - CONDUCT MAJOR DUST-GENERATING ACTIVITIES WHEN WIND VELOCITIES ARE LOW.
 - SPRINKLE WORK AREAS, CONSTRUCTION EQUIPMENT TRAVEL ROUTES, AND EQUIPMENT TO CONTROL DUST.
 - PREVENT CONSTRUCTION VEHICLES FROM TRACKING MUD ONTO NEIGHBORING ROADS AND HIGHWAYS.
 - RESTRICT ALL TRUCKS AND VEHICLES WITHIN CONSTRUCTION SITE TO A MAX. SPEED OF 15 MPH.

9 EROSION CONTROL NOTES
N.T.S.

REV	DATE	DESCRIPTION

RECORD DRAWING
DATE: _____ ENGINEER INITIAL: _____



AUERBACH ENGINEERING CORP
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DONNER SUMMIT PUBLIC UTILITY DISTRICT
SUGAR BOWL SEWER PHASE 2A
EROSION CONTROL DETAILS

PLACER COUNTY
NORDEN
CALIFORNIA

100% IMPROVEMENT PLANS

SCALE: HORIZONTAL: _____ VERTICAL: _____

PROJECT NUMBER: 77-02B
SURVEY BY: AEC
SURVEY DATE: AUGUST 2021
DESIGN BY: CNCA
DRAWING BY: CNAV/BR
CHECKED BY: CAWA

DATE: NOVEMBER 10, 2023

EC3
SHEET: 12 OF 12

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**ADVERTISEMENT FOR BIDS
DONNER SUMMIT PUBLIC UTILITY DISTRICT
SODA SPRINGS, CALIFORNIA
SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A**

General Notice

Donner Summit Public Utility District (DSPUD) (Owner) is requesting Bids for the construction of the following Project:

SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

Bids for the construction of the Project will be received at the **[name of location]** located at **[address]**, until **[day], [date]** at **2:00PM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Construct sanitary sewer pipelines, manholes, service laterals, and related work necessary to provide sewer service laterals to 5 parcels in the Sugar Bowl West Village. Project involves construction of approximately 1,200 linear feet of 6" sewer main. The portion of the sewer main under the tributary to the South Yuba River must be installed by boring to minimize environmental impacts and avoid aquatic resources.

Bids are requested for the following Contract: **Sugar Bowl Sewer Extension Project Phase 2A**

Owner anticipates that the Project's total bid price will be approximately **\$1,600,000**. The Project has an expected duration of **60 working** days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

[URL for designated document website]

Bidding Documents may be downloaded from the designated website. Prospective Bidders are encouraged to register with the designated website or the Owner as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**DSPUD
53823 Sherritt Lane, Soda Springs, California.**

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **9:00AM and 3:00PM**. Copies of the Bidding Documents can only be obtained from the website specified above. Copies are not available from the Issuing Office.

Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on **[day, date]** at **[time]** at **[name of venue]** **[street address of venue]** **[city, state, zip code]**. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Donner Summit Public Utility District**

By: **Steven Palmer**

Title: **General Manager**

Date: **[Date of initial publication of advertisement]**

DRAFT



BID DOCUMENTS

SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

Donner Summit Public Utility District

SECTION C-200

INSTRUCTIONS TO BIDDERS

DRAFT

INSTRUCTIONS TO BIDDERS

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ARTICLE 1—DEFINED TERMS

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

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee

that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **AutoCAD files for engineering design.**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.

- 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 Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

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

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

5.01 *Site and Other Areas*

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

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents,

but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

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

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. Site Photos dated October 16, 2023

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Due to expected winter conditions and access restrictions during the bidding period, Bidder is not required to visit the Site. Bidder is expected to review the Other Site-Related Documents in Section 5.03, and conduct a visual examination of the Site and adjacent areas through other publicly available sources.

B. Bidders may request a Site visit through the following Owner contact for visiting the Site: **Steven Palmer, spalmer@dspud.com**. Bidder must conduct the required Site visit during normal working hours. Weather and access conditions may prevent the Owner from approving Site visit requests and the Owner has the sole decision to deny requests.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

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

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. **Submit questions by email to DSPUD General Manager Steven Palmer at spalmer@dspud.com.**

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and

in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

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

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 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.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Jack and bore, pipeline installation.

- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Unit Price*

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

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is

submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 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 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 16—OPENING OF BIDS

- 16.01 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

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

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

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

18.05 *Evaluation of Bids*

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

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

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

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

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

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

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

ARTICLE 20—SIGNING OF AGREEMENT

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

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

DRRAFT

SECTION C-410

BID FORM

DRAFT

BID FORM

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Donner Summit Public Utility District, 53823 Sherritt Lane, Soda Springs, California, 95728**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bid and Unit Price Bid*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum and unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization / Demolition (5%)	LS	1		
2	Temporary Erosion Controls / Tree Protection	LS	1		
3	Tree and Stump Removal	EA	10		
4	Saw Cut Pavement	LF	70		
5	Shoring and Worker Safety	LS	1		
6	Traffic Control	LS	1		
7	Dewatering (Revocable If Not Used)	LS	1		
8	Sewer Gravity Main and Service (6" PVC SDR 35)	LF	454		

9	Sewer Gravity Main (6" DR 25 C900 PVC)	LF	497		
10	Sewer Gravity Main (6" DR 18 C900 PVC)	LF	242		
11	Trench Cut-Off Blocks	EA	16		
12	4" Sewer Lateral	LF	110		
13	36" Bore and Jack, Casing, and Sewer Gravity Main (6" DR 18 C900 PVC) (Dirt Boring)	LS	1		
14	Bore and Jack Excavation and Pad Grading	CY	350		
15	Sanitary Sewer Manhole (48" Dia)	EA	12		
16	Connection to Existing Sewer Manhole	EA	1		
17	Bypass Pumping (Exist Sewer Line)	LS	1		
18	Double Sewer Cleanout	EA	6		
19	Pavement Restoration	SF	564		
20	Site Restoration and Revegetation	LS	1		
21	Rock Excavation (Revocable if not used)	CY	10		
Total Bid Price					\$

B. Bidder acknowledges that:

1. Each Bid Lump Sum and Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

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

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

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

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

SECTION C-451

QUALIFICATIONS STATEMENT

DRAFT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices: _____

Designated Representative: _____

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name		Title/Position	
				Organization	
Owner				Telephone	
				Email	
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name		Title/Position	
				Organization	
Owner				Telephone	
				Email	
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
		Name		Title/Position	
				Organization	
Owner				Telephone	
				Email	
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	
Project Superintendent		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION C-520
CONSTRUCTION CONTRACT

DRAFT

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Donner Summit Public Utility District** (“Owner”) and **[name of contracting entity]** (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construct sanitary sewer pipelines, manholes, service laterals, and related work necessary to provide sewer service laterals to 5 parcels in the Sugar Bowl West Village.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construct sanitary sewer pipelines, manholes, service laterals, and related work necessary to provide sewer service laterals to 5 parcels in the Sugar Bowl West Village. Project involves construction of approximately 1,200 linear feet of 6” sewer main. The portion of the sewer main under the tributary to the South Yuba River must be installed by boring to minimize environmental impacts.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Auerbach Engineering, Inc.** (“Engineer”) to assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Auerbach Engineering, Inc.**

3.03 The Owner has retained **[insert name of Construction Manager]** (“Construction Manager”) to act as Owner’s representative, and have the rights and authority assigned to Owner’s Representative in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **sixty (60) working** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General

Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **eighty (80) working** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **\$5,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$5,000** for each day that expires after such time until the Work is completed and ready for final payment.
 - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Ninety-five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).

- b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **eleven (11)** sheets with each sheet bearing the following general title: **Improvement Plans for Donner Summit Public Utility District Sugar Bowl Sewer Phase 2A.**
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **None**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Donner Summit Public Utility District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Steven Palmer
(typed or printed)

Title: General Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Donner Summit Public Utility District
53823 Sherritt Lane

Soda Springs, California 95728

Designated Representative:

Name: Steven Palmer
(typed or printed)

Title: General Manager
(typed or printed)

Address:

Donner Summit Public Utility District
53823 Sherritt Lane

Soda Springs, California 95728

Phone: 530-426-3456

Email: spalmer@dspud.com

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

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

SECTION C-700

GENERAL CONDITIONS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

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

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

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

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

- conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

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

7.18 *Indemnification*

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

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

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

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

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

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

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

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

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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

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

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

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

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

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

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

- attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
 - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION C-800

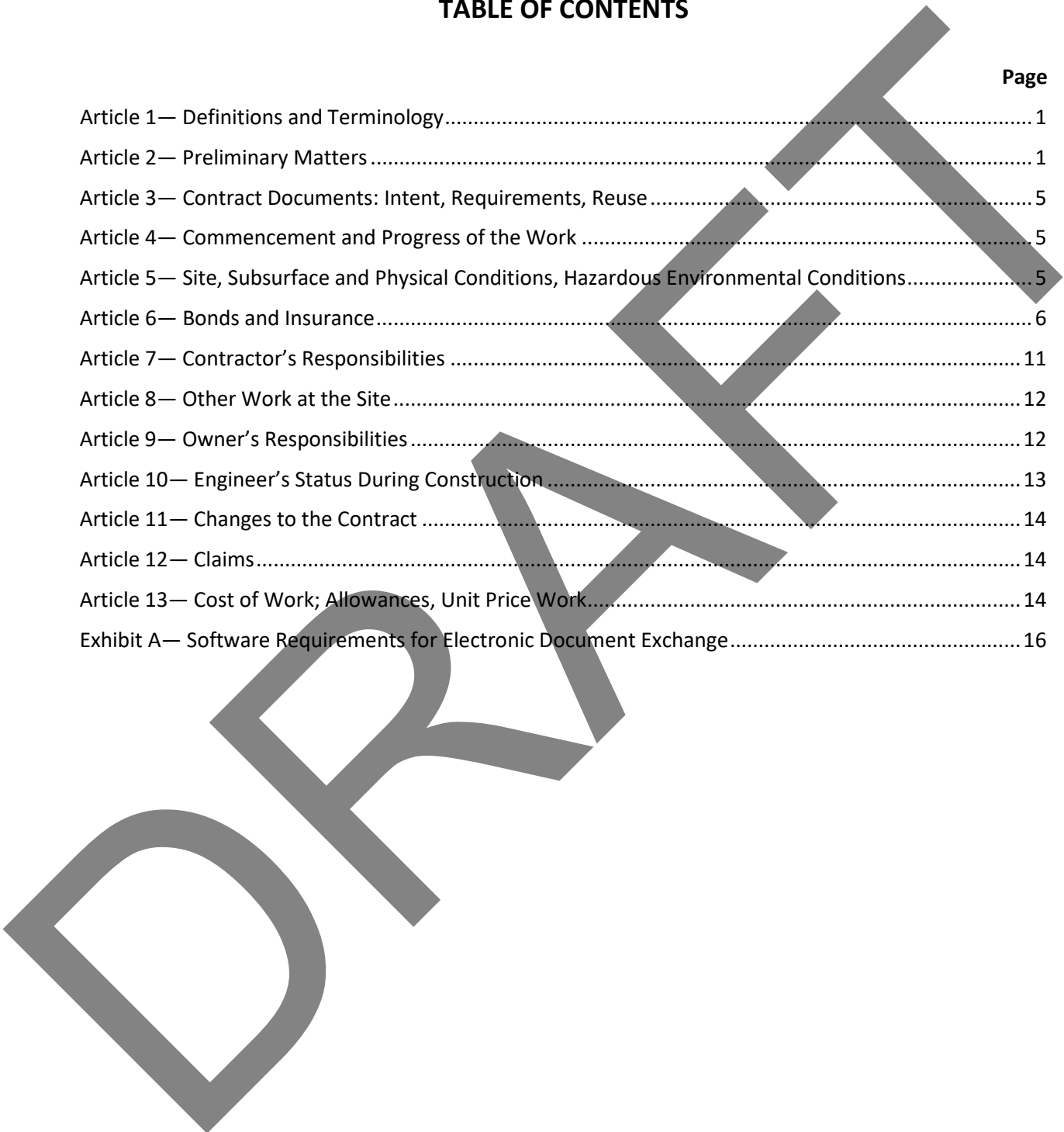
SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.06 *Electronic Transmittals*

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

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

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the

changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

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

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first

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notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

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

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

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

- d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor’s subcontractors. Contractor warrants that subsequent use by Contractor’s subcontractors complies with all terms of the Contract Documents and Owner’s response to Request.
- 3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$180 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions.

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

5.03 *Subsurface and Physical Conditions*

SC-5.03 SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Engineering Report, Sugar Bowl Property Owner’s Sewer Plan – Phase 1 and 2	Sept 23, 2021	Test Pit Logs; Appendix B Soil Test Data; Appendix C Recommendations for Earthwork including Temporary Unconfined Excavations, Utility Trenches, and Construction Dewatering; Section 6
Geotechnical Engineering Report Supplement No. 1, Sugar Bowl Property Owner’s Sewer Plan – Phase 2A Yuba River Crossing	Sept 12, 2023	Boring Location Plan Exploratory Boring Logs Soil Test Data

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
Improvement Plans for Donner Summit Public Utility District Sugar Bowl Sewer Phase 2A	10/20/2023	All information in drawings

- G. Copies of reports and drawings identified in SC-5.03.E and SC-5.03.F are included with the Bidding Documents.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Biological Resources Assessment by Dudek	October 4, 2021	Expected Special Status Plants and Wildlife
Cultural Resources Inventory Report by Dudek	September 2021	Potential Cultural Resource Areas

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No known drawings		

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

- Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
- Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.03 Contractor's Insurance

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

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers'

compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

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

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

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

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

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

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$2,000,000

- N. P. *Unmanned Aerial Vehicle Liability Insurance*: If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$2,000,000
General Aggregate	\$2,000,000

- Q. *Other Required Insurance*: **None.**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$500,000**.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$500,000**.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.

- 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner’s procurement of property insurance following Substantial Completion, whichever occurs first.
- 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder’s risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as “insureds.”
- 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **\$500,000**.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder’s risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys’ fees and engineering or other consultants’ fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder’s Risk and Other Property Insurance Deductibles:* The purchaser of any required builder’s risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 - 1. The builder’s risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than **\$100,000** for direct physical loss in any one occurrence.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

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

- 1. Regular working hours will be: **7:30am until 5:30pm Monday through Friday. Contractor must request permission by Wednesday of each week to determine possible hours of work on Saturday. Construction on Sunday is not permitted. Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval of the Owner. No personnel are to remain at the construction site after working hours.**

- 2. Owner’s legal holidays are:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Three (3) Floating Holidays
Labor Day	

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

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplemental Conditions

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be General Manager or their designee. The authority and responsibilities of Owner's Site Representative (OSR) follow:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to OSR, and if required to do so by such safety programs, receive safety training specifically related to OSR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 - 4. *Review of Work; Defective Work*

- a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests: Review Applications for Payment with Contractor.*
7. *Completion*
- a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The OSR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of OSR's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

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

13.01 Cost of the Work

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

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

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

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

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

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **10** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **20** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

DRAFT

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

TECHNICAL SPECIFICATIONS

SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

Donner Summit Public Utility District



SECTION 011216 – WORK SEQUENCE

PART 1 - GENERAL

1.1. SUMMARY

- A. The work under the contract includes the construction of a sewer main down Pennyroyal Lane, a portion of Mule Ears Drive, under the South Yuba River, and connecting to the existing main on Old Donner Summit Road. The construction will have impacts on the users of the roadways, and access to the existing residences at multiple addresses across Pennyroyal Lane and the western portion of Mule Ears Drive. This section provides work sequencing requirements intended to mitigate these impacts.
- B. This section includes the following:
1. Time of Completion.
 2. General work requirements.
 3. Access requirements for private residences and businesses.

1.2. RELATED SECTIONS

- A. Sections:
1. Truckee Sanitary District Code Ordinance Article 2 – Preliminary Matters, 2.05 “Acceptance of Schedules”
 2. Truckee Sanitary District Code Ordinance Article 14 – Tests and Inspections, 14.01 “Access to Work”

1.3. SUBMITTALS

- A. Submit the following information as required elsewhere in these Specifications showing compliance with the requirements of this Section and the Standard General Conditions Article 7.16:
1. Construction Schedule
 2. Traffic Control Plan

1.4. TIME OF COMPLETION

- A. All work under this contract shall be completed within the time constraints defined below:
1. Bids are due _____ at _____.
 - a. The completed bid schedule should be emailed to: spalmer@dspud.com
 2. The Notice to Proceed will be issued approximately _____.
 3. No grading or land disturbance shall be performed between October 15th and May 1st, unless specifically approved as provided elsewhere in these Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1. GENERAL

- A. The Contractor is solely responsible for developing the construction schedule and sequence of work, within the constraints specified in these Specifications and on the Contract Drawings.
- B. The Contractor shall perform the work in such a manner to cause the least practicable disruption to business operations.
- C. Provide continuous water and sewer service throughout construction.
- D. Limit the amount of utility trench open at one time.
- E. The Contractor shall pay special attention to noise and dust control measures to reduce nuisance impacts to adjacent residents and adjacent businesses. The Contractor is responsible for preventing migratory dust 24 hours a day for the duration of the project. The District will strictly enforce the dust control and noise control provisions of these specifications.
- F. All areas disturbed and not otherwise stabilized by the October 15th earthwork deadline, shall be suitably stabilized for the winter according to the requirement of these Specifications and the Contract Drawings.

3.2. SPECIFIC WORK CONSTRAINTS

- A. Site Access:
 - 1. The bridge over the South Fork Yuba Creek is only and strictly limited to passenger vehicles only. Construction equipment and access is only allowed from the south end of Pennyroyal Lane through 785 Pennyroyal Lane (APN 069-102-012) from the Sugar Bowl Lodge via Mule Ears Drive.
 - 2. Maintain continuous vehicular access to all customers and employees of existing affected businesses.
 - a. One-way traffic control is anticipated. Vehicle delays should not exceed fifteen (15) minutes.
- B. Hours of Operations
 - 1. Work on the Project is restricted to:
 - a. Monday through Friday 7:30 AM to 5:30 PM
 - b. Saturdays, 7:30 am to 5:30 pm with 72-hour prior notification and permission granted by Sugar Bowl Homeowners Association Design Review Board representative.
 - c. Essentially quiet activities that do not involve heavy equipment or machinery may occur at other times subject to the review and approval

by Sugar Bowl Homeowners Association Design Review Board representative.

d. Night work or work on Sundays is not acceptable under this contract.

C. Date Restrictions

1. No work is allowed on the following dates
 - a. May 25th through 27th (Memorial Day)
 - b. July 4th (Fourth of July)
 - c. September 6th through 9th (Labor Day)
 - d. October 15 through April 30 per project SWPPP.

END OF SECTION 011216

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SECTION 012900 – PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

A. TYPE OF CONTRACT

- B. The Work covered by these Contract Documents shall be provided under lump sum and unit price Bid Items per the Bid Schedule.

1.2. ALLOWANCES – NOT USED

1.3. UNIT PRICE WORK

- A. When the Contract Documents include Unit Price Work, the Contract Price shall include an amount equal to the sum of Unit Prices bid for each item times the estimated quantity for that item listed on the Bid Form.
- B. The estimated quantities listed on the Bid Form are not guaranteed to be accurate but are intended solely to determine a Contract Price. If actual quantities differ from estimated quantities by more than plus or minus 25% the unit prices may be adjusted by negotiation. Payment to the Contractor shall be based on actual quantities for each type of work as determined by the Engineer from certified quantity surveys or measurements, in accordance with the Schedule of Values, submitted by the Contractor.
- C. The Contractor shall submit applications for payment in accordance with SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.
- D. Unit Prices shall include all of the Contractor's costs including overhead and profit.

1.4. DESCRIPTION OF BID ITEMS

A. Bid Item No. 1: MOBILIZATION/DEMobilIZATION.

MOBILIZATION/DEMobilIZATION shall be paid for at a lump sum price. The contract lump sum price paid for MOBILIZATION/DEMobilIZATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in MOBILIZATION/DEMobilIZATION, complete in place, including obtaining bonds, insurance and financing, movement of equipment, materials and personnel, supervision, certificates, permits, submittals, utilities, site maintenance, cleanup, dust control and all other work incidental to the contract not specifically identified under the remaining items or costs incurred prior to the beginning of the work and after completion of the work as shown on the plans, as specified herein, and as directed by the Engineer. The cost for this MOBILIZATION/DEMobilIZATION shall not exceed five (5) percent of the total bid for this project without documented justification.

- B. Bid Item No. 2: TEMPORARY EROSION CONTROL/TREE PROTECTION. TEMPORARY EROSION CONTROL/TREE PROTECTION shall be paid for at a lump sum price. The

contract lump sum price paid for TEMPORARY EROSION CONTROL/TREE PROTECTION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, and remove all required TEMPORARY EROSION CONTROL/TREE PROTECTION, including drainage inlet protection, gravel bags, fiber rolls, erosion control fencing, tree protection, and any other temporary erosion control measures as may be required by the permits, or permitting agencies, as shown on the plans, as specified herein, and as directed by the Engineer.

- C. Bid Item No. 3 TREE AND STUMP REMOVAL. TREE REMOVAL shall be measured for payment by the unit. TREE REMOVAL to be paid for shall be based on the quantity of assemblies shown on the construction drawings plus or minus any changes ordered by the Engineer. The contract price paid per square foot of TREE REMOVAL shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in TREE REMOVAL, complete in place, including tree removal and disposal, tree stump grinding, root removal and disposal, and incidental work as shown on the construction drawings, as specified herein, and as directed by the Engineer.
- D. Bid Item No. 4: SAWCUT PAVEMENT. SAWCUT PAVEMENT shall be measured for payment by the linear foot. SAWCUT PAVEMENT to be paid for shall be based on the actual length of saw cut performed as measured by the Engineer. The contract price paid per linear foot for SAWCUT PAVEMENT shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in saw cutting the existing pavement, complete in place, as shown on the plans, as specified herein, and as directed by the Engineer.
- E. Bid Item No. 5: SHORING AND WORKER SAFETY. SHORING AND WORKER SAFETY shall be paid for at a lump sum price. The contract lump sum price paid for SHORING AND WORKER SAFETY shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SHORING AND WORKER SAFETY, complete in place, including a trench shoring system (where required and including shoring for jacking and receiving pits) sufficient for the protection of the trench side walls, life and limb, limited to, planning, design, engineering, furnishing, construction, and removal of the temporary shoring system and any other work necessary to conform to the requirements of any permits, the specifications, OSHA, and the construction safety orders of the State of California, pursuant to the provisions of the California Labor Code, as shown on the construction drawings, as specified herein, and as directed by the Engineer.
- F. Bid Item No. 6: TRAFFIC CONTROL. TRAFFIC CONTROL shall be paid for at a lump sum price. The contract lump sum price paid for TRAFFIC CONTROL shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in TRAFFIC CONTROL, complete in place, including utilizing barriers to isolate traffic from the construction zone, setting up

cones to route traffic, signs, using flagmen to insure the safety of vehicles, bicyclists, and pedestrians where appropriate, redirecting vehicle and bicycle traffic through the work area, establishing separate control setups if construction is taking place at more than one heading, and all labor, materials, and work incidentals as shown on the construction drawings as specified herein, as directed by the Engineer, and meeting the requirements of all regulatory agencies having jurisdiction. This item includes the preparation and submittal of a traffic control plan to be submitted to the Engineer prior to the start of construction.

- G. Bid Item No. 7: DEWATERING (REVOCABLE IF NOT USED). DEWATERING shall be measured for payment by unit of 500 gallons. DEWATERING to be paid for shall be based on a unit of 500 gallons of dewatering and associated disposal of dewatering discharge performed as measured by the Engineer. The contract price paid per unit of 500 gallons for DEWATERING shall include full compensation for obtaining all applicable approvals, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in dewatering and disposal of dewatering discharge as required to execute the construction in a quality manner and/or as directed by the Engineer. See Technical Specification 312319.
- H. Bid Item No. 8: SEWER GRAVITY MAIN AND SERVICE (6" PVC SDR 35). SEWER GRAVITY MAIN AND SERVICE (6" PVC SDR 35) shall be measured for payment by the linear foot measured along the trench centerline. SEWER GRAVITY MAIN AND SERVICE (6" PVC SDR 35) to be paid for shall be based on the actual length in place as measured by the Engineer. The contract price paid per linear foot for SEWER GRAVITY MAIN AND SERVICE (6" PVC SDR 35) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SEWER GRAVITY MAIN AND SERVICE (6" PVC SDR 35), complete in place, including: pothole of existing utility crossings, excavation, pipe, locator wire, warning tape, pipe bedding, import and placement of backfill in accordance with the construction documents, compaction, and sewer leakage testing, as shown on the construction drawings, as specified herein, and as directed by the Engineer.
- I. Bid Item No. 9: SEWER GRAVITY MAIN (6" DR 25 C900 PVC). SEWER GRAVITY MAIN (6" DR 25 C900 PVC) shall be measured for payment by the linear foot measured along the trench centerline. SEWER GRAVITY MAIN (6" DR 25 C900 PVC) to be paid for shall be based on the actual length in place as measured by the Engineer. The contract price paid per linear foot for SEWER GRAVITY MAIN (6" DR 25 C900 PVC) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SEWER GRAVITY MAIN (6" DR 25 C900 PVC), complete in place, including: pothole of existing utility crossings, excavation, pipe, locator wire, warning tape, pipe bedding, import and placement of backfill in accordance with the construction documents, compaction, and sewer leakage testing, as shown on the construction drawings, as specified herein, and as directed by the Engineer.

- J. Bid Item No. 10: SEWER GRAVITY MAIN (6" DR 18 C900 PVC). SEWER GRAVITY MAIN (6" DR 18 C900 PVC) shall be measured for payment by the linear foot measured along the trench centerline. SEWER GRAVITY MAIN (6" DR 18 C900 PVC) to be paid for shall be based on the actual length in place as measured by the Engineer. The contract price paid per linear foot for SEWER GRAVITY MAIN (6" DR 18 C900 PVC) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SEWER GRAVITY MAIN (6" DR 18 C900 PVC), complete in place, including: pothole of existing utility crossings, excavation, pipe, locator wire, warning tape, pipe bedding, import and placement of backfill in accordance with the construction documents, compaction, and sewer leakage testing, as shown on the construction drawings, as specified herein, and as directed by the Engineer.
- K. Bid Item No. 11: TRENCH CUT-OFF BLOCKS. TRENCH CUT-OFF BLOCKS shall be measured for payment by the unit. TRENCH CUT-OFF BLOCKS to be paid for shall be based on the actual count in place as measured by the Engineer. The contract unit price paid for by TRENCH CUT-OFF BLOCKS shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in TRENCH CUT-OFF BLOCKS, complete in place, including (but not limited to) excavation, slurry or bentonite mix, formwork for proper placement, placement of slurry as shown on the plans, as specified herein, and as directed by the Engineer.
- L. Bid Item No. 12: 4-INCH SEWER LATERAL. 4-INCH SEWER LATERAL shall be measured for payment by the linear foot measured along the trench centerline. 4-INCH SEWER LATERAL to be paid for shall be based on the actual length in place as measured by the Engineer. The contract price paid per linear foot for 4-INCH SEWER LATERAL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in 4-INCH SEWER LATERAL, complete in place, including; property owner notification and coordination, excavation, pipe, connection to new sewer main, locator wire, warning tape, pipe bedding, initial and intermediate backfill, compaction, sewer leakage testing, and repair and reconnection of existing services and utilities encountered as shown on the construction drawings, as specified herein, and as directed by the Engineer.
- M. Bid Item No. 13: 36-INCH BORE AND JACK, CASING, AND SEWER GRAVITY MAIN (6-INCH DR 18 C900 PVC) – DIRT BORING.
1. 36-INCH BORE AND JACK, CASING, AND SEWER GRAVITY MAIN (6-INCH DR 18 C900 PVC) – DIRT BORING shall be measured for payment by the linear foot measured along the casing centerline. 36-INCH BORE AND JACK, CASING, AND SEWER GRAVITY MAIN (6-INCH DR 18 C900 PVC) – DIRT BORING to be paid for shall be based on the actual length of casing in place as measured by the Engineer. The contract price paid per linear foot for 36-INCH BORE AND JACK, CASING, AND SEWER GRAVITY MAIN (6-INCH DR 18 C900 PVC) – DIRT BORING

shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in 36-INCH BORE AND JACK, CASING, AND SEWER GRAVITY MAIN (6-INCH DR 18 C900 PVC) – DIRT BORING, complete in place, including; verification of soil conditions, sawcutting pavement, pavement removal, excavation for bore and receiving pits, dewatering (if required), boring and jacking, casing pipe, casing spacers/skids, casing end seals, casing end caps, carrier pipe, couplings, fittings, locator wire, warning tape, backfill, compaction, repair and reconnection of existing services and utilities encountered, restoration of existing improvements and/or landscaping to pre-project conditions, and coordination as shown on the construction drawings, as specified herein, and as directed by the Engineer.

N. Bid Item No. 14: BORE AND JACK EXCAVATION AND PAD GRADING.

1. BORE AND JACK EXCAVATION AND PAD GRADING shall be measured for payment by the cubic yard. BORE AND JACK EXCAVATION AND PAD GRADING to be paid for shall be based on the actual soil excavation performed as measured by the Engineer. The contract price paid per linear foot for BORE AND JACK EXCAVATION AND PAD GRADING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in BORE AND JACK EXCAVATION AND PAD GRADING, complete in place, including; verification of soil conditions, excavation for bore and receiving pits, dewatering (if required), temporary soil stockpiles, pad grading for crane, and coordination as shown on the construction drawings, as specified herein, and as directed by the Engineer.

O. Bid Item No. 15: SANITARY SEWER MANHOLE (48-INCH DIAMETER).

1. SANITARY SEWER MANHOLE (48-INCH DIAMETER) shall be measured for payment by the unit. SANITARY SEWER MANHOLE (48-INCH DIAMETER) to be paid for shall be based on the quantity of assemblies shown on the plans. The contract price paid per unit for SANITARY SEWER MANHOLE (48-INCH DIAMETER) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SANITARY SEWER MANHOLE (48-INCH DIAMETER) complete in place, including: excavation, subgrade preparation, aggregate base, concrete, reinforcing steel, placement of barrel, cone, grade rings, frame, cover, chimney seal, import and placement of initial and intermediate backfill, compaction, grouting, vacuum testing, repair and reconnection of existing utilities encountered, and coordination, as shown on the construction drawing, as specified herein, and as directed by the Engineer.

P. Bid Item No. 16: CONNECT TO (E) SEWER MANHOLE.

1. CONNECT TO (E) SEWER MANHOLE consists of the connection of the new 6-inch sewer main to the existing 6-inch DSPUD SSMH and shall be measured

for payment by the unit based on the quantity shown on the plans. The contract price paid per unit for the CONNECT TO (E) SEWER MANHOLE shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in CONNECT TO EXISTING SEWER, complete in place, including; potholing, excavation, fittings, restraints, other necessary appurtenances, connection to existing 6" DSPUD SSMH, pipe bedding, concrete, initial and intermediate backfill, locator wire, warning tape, compaction, testing, and coordination as shown on the construction drawings, as specified herein, required by DSPUD, and as directed by the Engineer.

Q. Bid Item No. 17: BYPASS PUMPING (EXIST SEWER LINE).

1. BYPASS PUMPING (EXIST SEWER LINE) shall be paid for at a lump sum price. The contract lump sum price paid for BYPASS PUMPING (EXIST SEWER LINE) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in BYPASS PUMPING (EXIST SEWER LINE), complete in place, including: pumps, suction lines, discharge lines, fuel and fuel tanks, installation of temporary bypass pipe, setting up cones to route traffic, signs, redirecting vehicle and bicycle traffic through the work area, leak testing prior to bypass pumping, flush with potable water prior to removal, plugging upstream manhole (if necessary), and clean up, as shown on the construction drawings, as specified herein, and as directed by DSPUD or the Engineer. This item includes the preparation and submittal of a traffic control plan to be submitted to DSPUD prior to the start of construction.

R. Bid Item No. 18: DOUBLE SEWER CLEANOUT.

1. DOUBLE SEWER CLEANOUT shall be measured for payment by the unit. DOUBLE SEWER CLEANOUT to be paid for shall be based on the quantity of assemblies shown on the plans. The contract price paid per unit for DOUBLE SEWER CLEANOUT shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in DOUBLE SEWER CLEANOUT, complete in place, including; excavation, bedding, all pipe fittings both internal and external to the cleanout (i.e. gasketed wye fittings), risers, box, lid, initial and intermediate backfill, compaction, sewer leakage testing, repair and reconnection of existing utilities encountered, and coordination as shown on the construction drawings, as specified herein, and as directed by the Engineer.

S. Bid Item No. 19: PAVEMENT RESTORATION.

1. PAVEMENT RESTORATION shall be measured for payment by the square foot of new asphalt paving. PAVEMENT RESTORATION to be paid for shall be that area within the minimum limits shown on the details of the construction drawings, plus or minus any changes required by the permit conditions or

ordered by the Engineer. No additional payment will be made for PAVEMENT RESTORATION placed beyond said limits. The contract price paid per square foot for PAVEMENT RESTORATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in PAVEMENT RESTORATION, complete in place, including subgrade preparation, aggregate base, asphaltic concrete, compaction, and crack seal as shown on the construction drawings, as specified herein, and as directed by the Engineer.

T. Bid Item No. 20: SITE RESTORATION AND REVEGETATION.

1. SITE RESTORATION AND REVEGETATION shall be paid at a lump sum price. The contract lump sum price for SITE RESTORATION AND REVEGETATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in SITE RESTORATION AND REVEGETATION, complete in place, including temporary construction fencing, construction entrance, tree protection, any temporary erosion control measures as may be required by the permitting agencies, winterization, and upon completion of construction, revegetation of all disturbed areas including scarification, mulching, and seeding with fertilizer and soil amendments as shown on the construction drawings, as specified herein, and as directed by the Engineer.

U. Bid Item No. 21: ROCK EXCAVATION (REVOCABLE IF NOT USED).

1. ROCK EXCAVATION shall be measured for payment by the cubic yard. ROCK EXCAVATION to be paid for shall be based on the actual rock excavation performed as measured by the Engineer. The contract price paid per cubic yard for ROCK EXCAVATION shall include full compensation for obtaining all applicable approvals, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in excavating and associated disposal of rock as required to execute the construction in a quality manner and/or as directed by the Engineer. See Technical Specification 310000.

1.5. ALTERNATES – NOT USED

1.6. VALUE ENGINEERING PROPOSAL ANALYSIS – NOT USED

1.7. SUBSTITUTIONS

- A. Substitutions in accordance with Truckee Sanitation District Code Ordinance and project specifications.

1.8. CONTRACT MODIFICATIONS

- A. Methods of modifying the Contract Documents are covered in SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.

- B. The following documents may be used by the Engineer:

1. Request for Quotation: Issued by the Engineer, a Request for Quotation is used to describe a proposed change and request a cost quotation from the Contractor but does not authorize a change in the Work or in the Contract Time or Price.
 2. Change Order: Signed by the Engineer signifying its recommendation and signed by the Contractor and Owner signifying their acceptance, a Change Order changes the Scope of Work and possibly the Contract Price and/or Contract Time.
 3. Work Directive Change: Signed by the Owner (and in some cases by the Contractor signifying their acceptance) and issued by the Engineer, a Work Directive Change is used to direct the Contractor to make changes or modifications to the Work and to proceed accordingly.
 4. Response to Request for Information: Issued by the Engineer, a Response to Request for Information is used to order or document minor changes in the work consistent with the intent of the Contract Documents and NOT involving a change in Contract Price or Contract Time. See SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.
- C. The Contractor hereby expressly waives any claim or right to make a claim for an increase in Contract Time or Price without written notice to the Engineer of the Contractor's intent to make a claim seven (7) calendar days prior to proceeding to execute the work or portion thereof giving rise to such claim. See Article 10.1(b) of the SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.
- D. The Contractor agrees that it shall not consider any Response to Request for Information, order, instruction, clarification, suggestion or any other communication either written or oral, given intentionally or unintentionally by the Engineer, Owner or any other person as authorization or direction to do any work that would cause a change in Contract Time or Price unless it is a formal written Change Order or Work Directive Change signed by the Owner.

1.9. SCHEDULE OF VALUES

- A. Specific provisions are described in SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT.
- B. The Contractor's Schedule of Values shall be in a form acceptable to the Owner and have at least the following level of detail: organized based on the Bid Schedule items with subitems for each technical specification section. For mobilization and demobilization include site mobilization and demobilization include final cleanup and final deliverables. Subdivide final deliverables into: Record Drawings; and Special Guarantees. Include the appropriate specification section and paragraph

number and drawing number if applicable for each line item. Subdivide major trades or portions of the work into multiple line items that relate to observable milestones to aid monthly progress evaluations.

- C. The Engineer may recommend payment for the cost of making a successful Shop Drawing Product Data or Sample submittals required for Product Review not to exceed 2% of the value of the work or item submitted.
- D. The Engineer may recommend payment for items delivered but not installed in accordance with the SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT. The major equipment or custom fabricated items may be stored off site within a fifty (50) mile radius from the site. The Engineer may recommend payment for stored items not to exceed 75% of the value of the item.

1.10. APPLICATION FOR PAYMENT

- A. Applications for Payment may be according to SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT. Line items on the Application for Payment shall be the same as those used on the Schedule of Values.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012900

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SECTION 310000 – EARTHWORK

PART 1 - GENERAL

1.1. SUMMARY

- A. This section includes the following:
 - 1. Excavating and backfilling for sewer utility trenches.
 - 2. Restoration of existing facilities/improvements/landscaping.

1.2. RELATED SECTIONS

- A. Sections:
 - 1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-6 "Materials for Construction of Sanitary Sewers"
 - 2. Section 311000 "Site Preparation"
 - 3. Section 312319 "Dewatering"
 - 4. Section 321123 "Aggregate Bases"
 - 5. Section 321300 "Asphalt Concrete"
 - 6. Section 330507 "Trenchless Installation of Utility Piping"
 - 7. Section 333000 "Sanitary Sewerage"

1.3. DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill or Pipe Zone Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Intermediate Backfill: Backfill placed over initial backfill to fill a trench.
- B. Pipe Bedding: Material placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as embankment fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner. Authorized additional excavation and replacement material will be paid for according to Contract provisions for Extra Work.
 - 2. Bulk Excavation: Excavation of a broad nature that is not trenching. Generally, more than 10 feet in width and more than 10 feet in length.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner. Unauthorized

excavation, as well as remedial work directed by the Owner, shall be without additional compensation.

- E. Embankment fill: Satisfactory soil materials used to raise existing grades.
- F. Rock excavation: Removal of solid material which by actual demonstration cannot, in the Owner's opinion, be reasonably loosened or ripped by a hydraulic excavator or backhoe loader with a minimum 110 flywheel horsepower and that must be systematically drilled and blasted or broken with power-operated hammers or other such equipment or removal of solid rock boulders greater than 6 feet in their longest dimension.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, underground utility structures, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of an embankment fill or backfill immediately below subbase, base, topsoil, or other subsequent fill materials.
- I. Utilities: Underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4. REFERENCE SPECIFICATIONS

- A. Truckee Sanitary District Code 1-2021
 - 1. Referenced sections of Truckee Sanitary District Code are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.
- B. Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications dated 2018.
- C. Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.
- D. Geotechnical reports.
 - 1. NV5. (September 23, 2021). Geotechnical Engineering Report Sugar Bowl Property Owners Sewer Plan – Phase 1 And 2. Sugar Bowl Village Soda Springs/Placer County, California. Prepared for Auerbach Engineering Corporation
 - 2. NV5. (September 12, 2023). Sugar Bowl Property Owners Sewer Plan – Phase 2A Yuba River Crossing- Geotechnical Engineering Report Supplement No. 1.

Sugar Bowl Village Soda Springs/Placer County, California. Prepared for
Auerbach Engineering Corporation

1.5. SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
 - 2. Warning tapes.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Laboratory compaction curves according to ASTM D 1557 for each on-site and borrow soil material proposed for embankment fill or backfill.
 - 2. Classification according to ASTM D 2487 of soil material proposed for embankment fill, initial backfill, intermediate backfill, and structure backfill.
 - 3. Gradation analysis according to ASTM C 136 for all imported materials with a specified gradation.
- C. Record Drawings identifying and accurately locating all grading revisions and changes to trench alignments.
- D. Potholing Submittal
 - 1. Proposed Pothole Locations Request: The request shall include the locations of proposed potholes and method(s) of potholing for each specific location. Potholing shall not commence until approval of the Proposed Pothole Locations Request by the OWNER.
 - 2. Potholing Report.

1.6. EXCAVATION SAFETY

- A. Install and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of excavations, to keep and to prevent any movement, which may damage adjacent facilities, or endanger life and health. Install and maintain shoring, sheeting, bracing, and sloping as required by OSHA and other applicable governmental regulations and agencies. Reference Specification 314000 "Temporary Shoring".
- B. The Contractor shall be solely responsible for carrying out all excavations in a safe manner. Provide appropriate measures to retain excavation side slopes and prevent rock falls to ensure that persons working in or near the excavation are protected.

1.7. CODES, ORDINANCES, AND STATUTES

- A. Contractor shall be familiar with, and comply with, all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance.

1.8. TOLERANCES

- A. All material limits shall be constructed within a tolerance of 0.1-foot for horizontal layout or dimensions and within a tolerance of 0.1-foot for vertical layout with reference to elevation or grade with the following additional requirements:
 - 1. Minimum thicknesses and slopes shall be as shown on the Drawings.
 - 2. All grading shall be performed to maintain slopes and drainage as shown on the Drawings.
 - 3. Where aggregate base is to be placed on the grading plane, the grading plane at any point shall not be more than 0.05 feet above the grade established by the Owner.

1.9. QUALITY ASSURANCE

- A. Testing Agency: Owner will engage a qualified independent geotechnical testing agency to perform field quality-control testing.
- B. Repairs Required for Trench Settlement: If at any time during a period of one year from the date of final acceptance of the project, there shall be any settlement of the trenches requiring repairs to be made, or should any other defect appear in the system due to negligence or carelessness on the part of the Contractor, the Owner may notify the Contractor to immediately make such repairs as may be deemed necessary at the Contractor's expense per the Contract Documents.
- C. Contractor shall coordinate with Owner to arrange for field quality-control testing at least three days in advance of testing. Contractor shall assume the following minimum testing will be conducted by the Owner's testing agency:
 - 1. For pipelines and conduits based on minimum of one test at least every 500 ft. of trench length and a test at every 2-foot depth of backfill for each type of material.
 - 2. If Owner's testing agency is on site and the Contractor is not prepared to complete the scheduled test, the Contractor shall reimburse through a deduct Change Order the cost to the Owner for the inability of the testing agency to perform the scheduled tests.

1.10. PROJECT CONDITIONS

- A. No grading or excavation shall occur on this project between October 15 and May 1 without written approval of Placer County. Grading and excavation between October 15 of any year and May 1 of the following year shall be subject to approval of the Owner who may impose any reasonable environmental protection conditions on any such approval, at no cost to the District.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earthwork operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Do not commence site earthwork operation until temporary erosion and sedimentation control measures are in place.
- D. Existing utilities shown on the Drawings are approximate. At least three (3) working days prior to starting work on the project, the Contractor shall contact Underground Service Alert (USA) for location. The locations of various utilities shown on the Drawings are solely an accommodation to the Contractor without any representation or guarantee concerning completeness and/or accuracy. The Contractor is responsible for ascertaining the location of, and protection for, all utilities to be encountered in the performance of the required work.
- E. Existing Utilities: Do not interrupt utilities serving facilities on or adjacent to the project unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner and Utility Owner not less than five working days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner and Utility Owner's written permission.
- F. Demolish and completely remove from site existing facilities indicated to be removed according to Section 311000 "Site Preparation."

PART 2 - PRODUCTS

2.1. BACKFILL MATERIALS

- A. Unsuitable Materials Not to Be Incorporated into the Work
 1. Organic matter such as peat, mulch, organic silt or sod
 2. Volcanic material (i.e. cinders)
 3. Expansive clays
 4. Material containing excessive moisture
 5. Poorly graded coarse material
 6. Particle size in excess of 4 inches
 7. Frozen soils
 8. Material which will not achieve density and/or bearing requirements
 9. Construction debris such as asphalt or broken concrete
- B. Utility Trench Backfills:
 1. Pipe Bedding: Use Class 1 or Class 2 Backfill in accordance with TSD Code Ordinance 1-2021 Appendix A-7.8 Backfill Material.
 2. Initial Backfill (Pipe Zone): Use same Class Material as selected for Pipe Bedding.

3. Intermediate Backfill: Intermediate Backfill shall be in accordance with the Typical Sewer Trench Details and consist of Class 2 or Class 3 Native backfill accordingly and in accordance with TSD Code Ordinance 1-2021 Appendix A-7.8 Backfill Material.
 - a. Excavated Class 3 Native Backfill material processed to meet the following requirements. If native material cannot meet the following requirements, then imported material meeting the requirements shall be used for Intermediate Backfill:
 - 1) The material shall be granular in nature, shall not contain an excessive amount of clays or silts, shall be free of rock or gravel larger than four (4) inches in any dimension, and shall be free of debris, waste, frozen materials, vegetation, and other deleterious or organic matter.
 - 2) The material shall be sufficiently graded such that all voids will be filled and the material can be compacted to specified levels.
 - 3) It shall be screened and processed to provide a uniform gradation and moisture content.
 4. Slurry Cement Backfill: As required by permit, Drawings, or Owner, use Slurry Cement Backfill in lieu of Bedding, Initial Backfill and Intermediate Backfill as specified on the Drawings or as directed by the Owner, shall be in accordance with TSD Code Ordinance 1-2021 Appendix A-7.8 Backfill Material.
 5. Geotextile Fabric: If Class 4 Material is used for the Bedding and Initial Backfill, then Geotextile Fabric shall be used as specified in TSD Code Ordinance 1-2021 Appendix A-7.9 Installation of Sanitary Sewer Facilities and PART 3 – EXECUTION of this Specification or as shown on the Contract Drawings:
 - a. The Geotextile Separation fabric shall be a non-woven, needle-punched geotextile made of 100% polypropylene staple filaments with a minimum mass per unit area of 6 ounces/yard (ASTM D-5261).
 - b. Acceptable Manufacturers Products:
 - 1) Mirifi 140NC .
 - 2) Or approved equal.
- C. Groundwater Cut-Offs: concrete for groundwater cut-offs shall conform to the requirements of Section 2.1.4 Slurry Cement Backfill and shall be 2 sack slurry.
- D. Locator Wire and Warning Tape: See Section 333100 “Sanitary Sewerage”.
- 2.2. OTHER FILL MATERIAL
- A. Other Fill Materials: Other Fill Materials include non-trench backfill materials required for structural foundation, structural backfill, site restoration or for other purposes.
 - B. Unsuitable Materials: According to Article “Backfill Materials”.

- C. Structural Foundation: Structural Foundation shall be Type II Material according to Article “Backfill Materials” or shall conform to the requirements of the Project Technical Specification Section 321123 Aggregate Base Course.
- D. Structural Backfill: Same material as Intermediate Backfill according to Article “Backfill Materials”.
- E. Embankment Fill: Same material as Intermediate Backfill according to Article “Backfill Materials” unless otherwise specified on the Contract Drawings.
- F. Pervious Material (Drain Rock): ¾-inch washed drain rock consisting of natural gravel, crushed gravel, or crushed rock meeting requirements for Class 1, Type A Permeable Materials according to Section 68-2.02F(2) of the Caltrans Standard Specification.
- G. Sand Backfill: Sand Backfill, where indicated, shall be Type I Material.

2.3. COMPACTION EQUIPMENT

- A. Compaction equipment shall be of suitable type and adequate to obtain the densities specified and shall provide satisfactory breakdown of materials to form a dense fill.
 - 1. If inadequate densities are obtained, larger and/or different types of additional equipment shall be provided by the Contractor.
 - 2. Hand-operated equipment shall be capable of achieving the specified densities.
- B. Flooding or jetting will not be allowed.
- C. Compaction equipment shall be operated in strict accordance with the manufacturer’s instructions and recommendations. Equipment shall be maintained in such a condition that it will deliver the manufacturer’s rated compaction effort.

2.4. MISCELLANEOUS

- A. Materials for Site Restoration shall be the same or equal to the materials existing prior to construction.
- B. Materials for Revegetation shall be according to Part III “Special Provisions for Environmental Protection” of these Specifications and the Contract Documents.

PART 3 - EXECUTION

3.1. PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Section 311000 "Site Preparation."
- C. Protect and maintain erosion and sedimentation controls as specified in Section 311000 "Site Preparation," during earthwork operations.
- D. Check existing utility locations (Potholing):
1. Contact all affected utility owners and request them to locate their respective utilities prior to the start of "potholing" procedures. Contractor shall submit for review and approval of the Pothole Locations Request. The request shall be reviewed and approved by Owner prior to any potholing excavation.
 2. The OWNER shall be given 7 days written notice prior to commencing potholing after OWNER approval of the Pothole Locations Request. If a utility owner is not equipped to locate its utility, the Contractor shall locate it. Potholing shall be completed at least 14 calendar days in advance of construction.
 3. Clearly paint the location of all affected utility underground pipes, conduits and other utilities on the pavement or identify the location with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipes, ducts and conduits shall also be similarly located using surface indicators and detection tape if present and shall then be similarly marked.
 4. After the utility survey is completed, commence "potholing" to determine the actual location and elevation of all utilities where crossings, interferences, or connections to new pipelines or other facilities are shown on the Drawings, marked by the utility companies, or indicated by surface signs. Prior to the preparation of piping shop drawings, or the excavating for any new pipelines or structures, the Contractor shall locate and uncover these existing utilities including services and laterals to a point 1 foot below the utility. Submit a report identifying each underground utility and its depth and location. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.
 5. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.
 6. Excavations shall have a surface dimension of no more than 18"x18". Air spades and vacuum excavators shall be used to limit the size of the excavation and damage to adjacent facilities. Backfill after completing potholing. In existing streets in areas subject to demolition per the plans, backfill per this specification and pave with 1 inch of cold mix asphalt concrete. For existing streets not subject to demolition per the plans, backfill per this specification,

pave per Section 321300 and Caltrans trench per the plans as applicable to right-of-way.

3.2. DEWATERING

- A. Refer to Section 312319 "Dewatering".
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 2. Install a dewatering system as required by Section 312319 "Dewatering" if necessary, to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3. EXPLOSIVES

- A. Explosives: Do not use explosives without prior approval of Owner and authorities having jurisdiction.

3.4. EXCAVATION FOR SEWER TRENCHES

- A. In accordance with Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 "Installation of Sanitary Sewer Facilities".
- B. Excavate trenches to indicated gradients, lines, depths, and elevations. Excavate trenches to uniform widths to provide the clearance requirements as shown on the Drawings and/or the Owners requirements, except as follows:
 1. Where the manufacturer of the pipe to be installed recommends a larger trench section than that indicated on the Drawings, the manufacturer's trench section shall govern at no additional cost to the Owner.
 2. Where, due to material encountered or depth of excavation, the Construction Safety Orders of the Division of Occupational Safety and Health (OSHA) require a larger trench section than that indicated on the Drawings, the OSHA section shall be excavated.
 3. Where trench wall supports are to be used, the trench width shall be sufficient to allow installation of the pipe and efficient placement and compaction of the trench backfill materials.
- C. Trench Bottom Preparation: The trench bottoms shall be accurately graded to provide a smooth foundation for subsequent bedding course and initial backfill material placement. The trench bottom shall be excavated to such a depth that, after placement of minimum bedding and the pipe, the physical top of pipe to

finish grade depth is greater than or equal to the minimum depth of cover indicated on the Drawings at all points.

- D. Where solid rock is encountered in trench excavation, it shall be loosened and broken up so that no solid-ribs, projections, or large fragments shall be within the minimum trench sections indicated on the Drawings.
- E. All existing pavement shall be sawcut to a neat line which is wider than the utility trench at each trench wall as indicated on the Drawings or as required to make connections to existing utilities.
- F. Excavated material shall be processed by crushing, screening, hand-picking, or any reasonable method determined by the Contractor to create a suitable material for use as intermediate backfill material.
- G. Whenever the bottom of the trench is soft, yielding, or in the opinion of the Owner otherwise unsuitable as a foundation for the pipe, the unsuitable material shall be removed to a depth such that when replaced with crushed rock as specified for Type II or Permeable Material it will provide a stable and satisfactory foundation. If material more than six (6) inches below the flow line of the pipe is ordered removed by the Owner, the excavation below that point and the imported material required to backfill the trench to that elevation shall be paid for as Change in Work.
- H. Pipe trenches shall not be left open farther than 300 feet in advance of pipe laying operations or 200 feet to the rear thereof, unless otherwise permitted by the Owner. The trench is considered open until fill is completed to adjacent finish grade elevation.
- I. Complete backfill of trench as soon as possible, after pipe placement. **No trenches shall be left open outside of approved working hours.** Open trenches may be covered utilizing steel plates, pending the conditions of the encroachment permit(s), provided the steel plates are securely anchored to prevent movement under traffic load.
- J. Maintain access to emergency facilities at all times.

3.5. EXCAVATION SUPPORT AND PROTECTION

- A. Refer to Section 314000 "Temporary Shoring".
- B. To ensure the safety of workmen and to protect and facilitate the work, sufficient bracing and shoring shall be installed in all excavations. All bracing and shoring shall comply with rules, orders and regulations of the California Division of Industrial Safety.
- C. Insofar as possible, sheeting shall not extend below the bottom of pipe barrel.
- D. All sheeting, timbering, lagging and bracing shall, unless otherwise required by the Owner, be removed during backfilling in such a manner as to prevent any movement of the ground or damage to the piping or to other structures.

- E. When the Owner requires that sheet piling, lagging and bracing shall be left in place, such materials shall be cut off where designated and the upper part withdrawn.
- F. If steel sheet piling is utilized, it may be withdrawn, compaction proceeding as piling is removed.

3.6. ROCK EXCAVATION

- A. The Contractor is hereby notified that bedrock and boulders may be encountered.
- B. Rock Excavation, as defined above in Article “Definitions”, will be paid for at the unit cost per the Bid Schedule, according to the provisions of the General Conditions of these Specifications, with the exceptions noted below.
- C. When the Contractor encounters bedrock or a boulder that may be considered Rock Excavation, they shall immediately notify the Owner’s on-site representative and proceed to expose the un-excavatable materials to determine the limits of Rock Excavation.
- D. Upon agreement of the Owner, the Contractor shall immediately proceed with Rock Excavation.
 - 1. The Contractor may utilize blasting, power-operated hammers or other such equipment as necessary to accomplish the Work. The decision as to which means and methods shall be the responsibility of the Contractor.
 - 2. Explosives and Blasting: Blasting will be permitted only upon written authorization from the Owner and associated agencies. The Contractor is responsible for obtaining any related permits.
 - 3. The use of expansive compounds or similar methods that have a time delay associated with their effectiveness shall be reviewed on a case-by-case basis and the Contractor shall not be entitled to compensation while waiting for such methods to become effective.
- E. If the Contractor is not prepared to begin Rock Excavation within two (2) hours and the area of Rock Excavation is limited, then the Contractor shall proceed with excavation and utility installation beyond the limits of Rock Excavation. The Contractor will not be entitled to Extra Work compensation for labor, equipment, or materials idled more than two (2) hours because the Contractor elects not to “leapfrog” the Rock Excavation area.
 - 1. If the Rock Excavation area is “leapfrogged”, then the Contractor shall be entitled to Change in Work compensation for work related to reconnecting the utility line through the Rock Excavation area.
- F. The Contractor will be compensated according to the ROCK EXCAVATION bid item and at Owner prior approval, for equipment that is not involved in Rock Excavation, but becomes idle as a result and cannot be used elsewhere.

- G. The Contractor shall submit at the end of each day in which Rock Excavation is performed, a measurement of the quantity of Rock Excavation based on mutually measured quantity witnessed by the Owner's representative. The Rock Excavation Work report will substantiate the quantity of the Rock Excavation. The Report shall include, at a minimum, the date, location of work, progress, personnel names, equipment and material descriptions, and quantity of each. The Report shall be subject to the approval of the Owner and will be the basis for the approved monthly reimbursement of Rock Excavation Work.

3.7. UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavations as directed by Owner, without additional compensation.

3.8. STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust and berm with approved materials to prevent run-on.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
- B. The stockpiles shall also be protected from contamination with unsatisfactory excavated material or other material that may destroy the quality and fitness of the suitable stockpiled material. If the Contractor fails to protect the stockpiles and any material becomes unsatisfactory as a result, such material shall be removed and replaced with satisfactory on site or imported material from approved sources at no additional cost to the Owner.

3.9. SEWER TRENCH AND STRUCTURE BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. If the trench is over excavated for any reason, use bedding material or structural foundation material, as appropriate, to bring the trench bottom to the elevation required.
- C. Place and compact bedding course or structural foundation, as appropriate, on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- D. Special attention should be paid to compaction of the bedding around the pipe haunches to avoid damage or displacement of piping or conduit.
1. After laying pipe, place bedding to no higher than the spring line of the pipe.
 2. Then use manual shovel slicing, light tamping, and light watering to compact the material and fill all spaces under the haunches.

3. Then place initial backfill to the top of pipe and manually tamp and compact the material along both pipe sides.
 4. Place and compact remaining intermediate backfill according to the details on the Drawings and these Specifications.
- E. Place and compact initial and intermediate backfill or structural backfill, as appropriate, according to the requirements of the details on the Drawings and/or the appropriate Utility Companies requirements.
1. Coordinate backfilling with utility inspections and testing.
 2. Until the total backfill above the top of the pipe exceeds two (2) feet, machine-placed backfill material must not be allowed to “free-fall” more than two (2) feet.
- F. If wet conditions are encountered while trenching or specified on the Drawings, Owner shall direct Contractor to use Class 4 Backfill Material (Crushed Rock) for utility backfill; the following conditions shall apply:
1. Place in 8-inch maximum loose lifts.
 2. Compact to specified density.
 3. At minimum, geotextile fabric shall be placed between the initial and intermediate backfill layer. The fabric shall be continuous for the length of the trench excavation and shall be overlapped a minimum of 12 inches at each end. Fabric shall have a minimum width equal to or greater than the trench width.
 4. If groundwater or fine soil is present, bedding and initial backfill shall be fully wrapped in geotextile fabric to prevent migration of fines from adjacent native soil. The fabric shall be continuous for the length of the trench and shall be overlapped a minimum of 12 inches at each end.
 5. Groundwater cutoff walls shall be installed according to Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 “Installation of Sanitary Sewer Facilities” and as determined by the Owner.
- G. Install locator wire as indicated on the Drawings.
- H. Install warning tape directly above utilities per the Drawings. If geotextile fabric is used, locator wire shall be installed above the fabric.
- I. Backfill around valves, vaults, manholes and other utility structures shall be made in the manner as above specified for trenches.
- J. Surface restoration shall be according to Article “RESTORATION” of this specification.
- 3.10. SOIL MOISTURE CONTROL
- A. Uniformly moisten or aerate subgrade and each subsequent embankment fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified relative compaction.

3.11. COMPACTION

- A. Trench Backfill: All bedding, initial and intermediate backfill shall be compacted to the relative compaction specified according to the details on the Drawings or the appropriate Encroachment Permit, whichever is stricter.
- B. Maximum loose lift dimensions for all backfill shall be:
 1. Mechanically-Operated Compaction Equipment: 8 inches.
 2. Hand-Operated Compaction Equipment: 4 inches.
 3. Maximum loose lift dimensions shall be adjusted if, in the opinion of the Owner or based on test results, adequate compaction is not obtained.

3.12. GROUNDWATER CUTOFFS

- A. Groundwater cutoff walls shall be installed according to Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 "Installation of Sanitary Sewer Facilities" and as determined by the Owner.
- B. Groundwater cutoffs shall be installed where indicated on the Drawings or as directed by the Owner when groundwater is encountered within utility trenches or there is evidence of high groundwater conditions, fine soil and/or steeply sloped terrain.
- C. Groundwater cutoff walls shall be constructed to the lines, grades and dimensions at the designated locations as shown on the Drawings or as directed by the Owner.
- D. Groundwater cutoff walls shall be placed at a maximum every 200 feet and as nearly as practicable at the middle of a pipe length, or as directed by Owner, or as shown on the plans.

3.13. FIELD QUALITY CONTROL

- A. Allow testing agency to inspect and test subgrades and each embankment fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements.
- B. When testing agency reports that subgrades, embankment fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained. Retesting shall be at the expense of the Contractor. The Owner shall be reimbursed by a deduct Change Order.

3.14. PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Owner; reshape and recompact.

3.15. RESTORATION

- A. All areas disturbed by the project shall be restored to their pre-project condition according to the Contract Documents, including reinstalling, repairing or replacing existing landscaping, vegetation, irrigation, pavements, pavers, curbs, gutters, driveways, sidewalks, shoulders, or other improvements removed or damaged during the Project.
 - 1. Pavement Located in the Right-of-Way: Pavement Restoration shall be in accordance with Section 321300 "Asphalt Concrete" and the Drawings.
 - 2. Drainage Courses: No drainage paths shall be altered as a result of this project.
 - 3. Landscaping: All trees, shrubs, ground cover, irrigation, or other landscape features damaged or destroyed as a result of this project shall be replaced. All landscaping and irrigation shall be restored to pre-project condition at no additional cost to the Owner.
- B. Revegetation: Any previously undisturbed area that is disturbed as a result of this project shall be restored to pre-project condition at no additional cost to the Owner.

3.16. DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 310000

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SECTION 311000 – SITE PREPARATION

PART 1 - GENERAL

1.1. SUMMARY

- A. This Section includes the following:
 - 1. Temporary erosion and sedimentation control measures.
 - 2. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
 - 3. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 4. Clearing and grubbing.
 - 5. Stripping and stockpiling topsoil.
 - 6. Removing above- and below-grade site improvements.
 - 7. Utility abandonment and removal.
 - 8. Pavement saw-cutting and removal.
- B. Related Sections:
 - 1. Truckee Sanitary District Code Ordinance
 - 2. Section 310000 "Earthwork"

1.2. DEFINITIONS

- A. Clearing: Consists of removal of natural obstructions and existing foundations, buildings, fences, lumber, walls, stumps, brush, weeds, rubbish, trees, boulders, utility lines, and any other items, which shall interfere with construction operations or are designated for removal.
- B. Grubbing: Grubbing shall consist of the removal and disposal of wood or root matter below the ground surface remaining after clearing and shall include stumps, trunks, roots, or root systems greater than 1-inch in diameter or thickness to a depth of 6-inches below the ground surface.
- C. Stripping: Stripping shall include the removal and disposal of all organic sod, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. The depth of stripping is estimated to be 6-inches, but the required depth of stripping will be determined by the Owner. Stripping material shall be screened out to separate topsoil. Topsoil shall be stockpiled for future site restoration use. Any tree roots greater than 6-inches in diameter below structures and paving shall be removed to as deep as possible, but not less than 2-feet below finished grade or existing grade, whichever is deeper.
- D. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

- E. Construction Zone: Area within complete construction project area.

1.3. STANDARD SPECIFICATIONS

- A. Environmental protection measures shall be installed, inspected, and maintained according to this Specification, the relevant project permits, and Truckee Sanitary District Code Ordinance Appendices A-7.12 “Clean Up” and A-7.13 “Environmental Considerations”.
 - 1. Where this section or a permit condition and the referenced Standard Specifications contradict, the most stringent shall govern, unless otherwise specifically specified.
 - 2. Where this section and a permit condition contradict, the permit condition shall govern.

1.4. MATERIAL OWNERSHIP

- A. All removed, demolished or cleared materials shall become Contractor's property and shall be removed from the Project site and properly disposed, except for the following items:
 - 1. Any items or materials indicated to be relocated or reused.
 - 2. Any items or materials indicated to be salvaged and provided to the Owner. Salvaged items shall be delivered to the location designated by the Owner.

1.5. SUBMITTALS

- A. Pre-Construction Video and Photographic Record: One (1) copy of all digital files contained on a single DVD Disc or Flash Drive. As appropriate, include one (1) paper copy of a photographic location key map.
- B. Traffic Control Plan: Five (5) hard paper copies and one digital copy in .PDF format.
 - 1. Traffic Control Plans for vehicles, pedestrians, and bicycles shall be prepared and presented by a traffic engineer with registration as Civil or Traffic Engineer in the State of California, or a California licensed contractor with a valid C-31 Contractors License, with expertise in traffic control. A -31 licensed contractor shall be assigned to the Project for the duration of the Work and shall oversee field implementation of Traffic Control Plans, including placing and maintaining traffic control measures, provide quality assurance for compliance with traffic control procedures, and shall meet onsite with Engineer:
 - a. Prior to the start of Work.
 - b. Prior to any change in traffic control procedure.
 - c. As requested by Engineer.

1.6. AGENCY PRE-GRADE INSPECTION

- A. After installation of all Temporary Erosion Control Measures and prior to any site clearing or grading, the Contractor shall schedule and arrange a Pre-Grade Inspection with the Owner.

1.7. PROJECT CONDITIONS

- A. No earthwork shall occur on this project between October 15 and May 1 without written approval of the Placer County per their memorandum of understanding with the Regional Water Quality Control Board – Central Valley.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Existing utilities shown on the Drawings are approximate. At least three (3) working days prior to starting work on the project, the Contractor shall contact Underground Service Alert (USA) for the location. The locations of various utilities shown on the Drawings are solely an accommodation to the Contractor without any representation or guarantee concerning completeness and/or accuracy. The Contractor is responsible for ascertaining the location of, and protection for, all utilities to be encountered in the performance of the required work.

PART 2 - PRODUCTS

2.1. SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 310000 "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

2.2. TEMPORARY EROSION CONTROL MATERIALS

- A. All erosion control materials shall be certified weed-free.
- B. Supply other products of the type indicated on the Drawings or approved by the Owner as required to complete all Temporary Erosion Control Measures indicated on the Drawings and the Contract Documents. The type, configuration, and location of temporary erosion control facilities shall be determined on a site-specific basis, shall be approved by the Owner, and shall include, but not limited to, one or a combination of the following:
 - 1. Filter dike
 - 2. Impermeable cover
 - 3. Fill trench to A.B. subgrade every one-hundred (100) feet

4. Filter fabric silt fence
5. Filter inlet
6. Weighted or staked fiber roll
7. Drop inlet protection
8. Construction entrances

PART 3 - EXECUTION

3.1. PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated. Only those trees specifically designated or marked for removal by the Owner shall be removed. Under no circumstances are additional trees to be removed without express written permission from property owner(s) and Owner.
- C. Protect existing site improvements to remain free from damage during construction.
 1. Restore damaged improvements to their original condition, as acceptable to Owner.
- D. Carefully remove items indicated to be salvaged and deliver to Owner's premises where directed.
- E. Notify Underground Service Alert (USA) for area where Project is located before site clearing.

3.2. PRE-CONSTRUCTION VIDEO AND PHOTOGRAPHIC RECORD

- A. Before commencing construction activities, walk the project site with representatives of the Owner and submit a video and photographic record of the entire project and surrounding areas.
 1. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels.
 2. Digital Video Recordings: Provide high-resolution, digital video in MPEG format or other commonly used digital format.
 3. File Names: Unique sequential naming selected by Contractor. The date of photograph or video shall be included in the file name or in the file metadata.
- B. The record shall be sufficiently detailed to document the existing condition of all aspects of the project and surrounding areas. Record shall include the following, at a minimum:
 1. Flag construction limits before taking construction photographs.
 2. Trees, vegetation, plantings, landscaping.
 3. Items that are to remain.

4. Existing construction and site improvements within or adjacent to the project area.
5. Existing damage that might be misconstrued as damage caused by site construction activities.
6. Settlement or cracking of adjacent structures, pavements, and improvements.
7. Video inspection of Tahoe Truckee Sanitary Agency (TTSA) Truckee River Interceptor (TRI) pipe. These video inspections will be used to ensure no damage has occurred to the TRI as a result of the Project.
 - a. Pre- and post- video inspections shall take place Monday through Thursday, between the hours of 7 AM and 3:30 PM, and in the presence of TTSA staff.
 - 1) Provide at least two (2) working days' notice to TTSA prior to conducting pre- and post- video inspections.

3.3. TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff according to the details shown on the Drawings, the directions of the Owner, the requirements of governmental authorities having jurisdiction, and Truckee Sanitary District Code Ordinance Appendices A-7.12 "Clean Up" and A-7.13 "Environmental Considerations".
- B. Temporary Erosion Control Measures and details as shown on the Drawings are suggested minimum methods of controlling erosion during construction. The Contractor shall implement additional measures as dictated by field conditions, as may be ordered by the Owner or governmental authorities through the Owner, or as may be required by Truckee Sanitary District Code Ordinance Appendices A-7.12 "Clean Up" and A-7.13 "Environmental Considerations".
- C. If inclement weather is forecasted, the Contractor shall take necessary steps to protect areas from erosion and/or subsequent discharge of earthen materials from the site.
- D. Stockpiles shall be protected from erosion. This may consist of placing filter fabric dikes around stockpile and/or covering them with plastic sheeting. Stockpiles shall be protected from run-on. This may consist of placing silt fence or fiber rolls around stockpile perimeter.
- E. The Contractor shall maintain adequate dust control to prevent airborne dust migration. Measures shall include, but not be limited to the following:
 1. Conduct major dust-generating activities when wind velocities are low.
 2. Sprinkle work areas, construction equipment travel routes, and equipment.
 3. Prevent construction vehicles from tracking mud onto neighboring roads and highways.

4. Restrict all traffic onsite to a maximum speed limit of 10 mph.
- F. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- G. Remove erosion and sedimentation controls, unless otherwise ordered, and restore and stabilize areas disturbed during removal.

3.4. TREE PROTECTION

- A. Erect and maintain temporary protective fencing, padding on tree trunks, tie back branches, or whatever is necessary to prevent damage to the trees or vegetation within tree protection zones before starting site clearing. Remove protective measures when construction is complete.
 1. Do not store construction materials, debris, or excavated material within fenced areas.
 2. Do not permit vehicles, equipment, or foot traffic within fenced areas.
 3. Maintain fenced area free of weeds and trash.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Tunneling may be used if necessary. Use narrow-tine spading forks, comb soil to expose roots.
 1. Modify utility vertical alignment to avoid main lateral roots or taproots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 3. Cut roots with sharp pruning instruments; do not break or chop.
 4. Do not allow exposed roots to dry out before placing permanent backfill. Cover exposed roots with burlap and water regularly.
 5. Temporarily support and protect roots from damage until they are permanently covered with soil.
 6. Coat cut faces of roots more than 1-1/2 inches in diameter with emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 7. Backfill with soil as soon as possible.
- D. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Owner. It is the desire of the Owner to conduct grading and excavation in such a manner as to minimize the disruption of existing vegetation and damage to private landscaping. Damage to trees and shrubs includes, but is not limited to:
 1. Bark damage to trees.
 2. Breakage of branches on trees or shrubs.
 3. Breaking or tearing of roots.
 4. Spilling toxic materials near the root zones.
 5. Spraying toxic materials on foliage.

6. Fire damage to foliage and branches.
 7. Compaction of root area under the dripline or damage by fill or storage of materials over the root zone.
 8. Foot or vehicular damage on low shrubs and groundcover.
- E. If damage to trees or vegetation does occur, immediate steps shall be taken to correct or alleviate the damage. In case of damage to branches or bark, clean cuts shall be made, and the exposed cuts shall be treated with asphaltic paint as outlined under Article “Pruning of Trees”, in this Section. Areas compacted under drip line of trees shall be loosened so that moisture can again penetrate into the soil. All fill along the trees shall be cleaned up and the original grade re-established. Broken branches of brush shall be pruned per paragraph 3.7 of this Section.
- F. When trees are to be removed, the stumps shall remain except when the stump is within three feet of the centerline of the proposed sewer or water main, or as directed by the Owner. Stumps shall be a maximum of six inches above ground and shall follow the ground contour.
- G. Trees shall be felled parallel to the pipeline whenever possible so that they will fall into open areas. In situations where other underground utilities could be damaged by the fallen tree, proper padding shall be put down. If the tree cannot be felled without damaging other trees, shrubs, or groundcover, then such trees shall be brought down in sections. If necessary, such sections shall be brought down by rope. Logs, or sections thereof, or branches shall not even temporarily be stored in areas where such storage will cause harm to the existing vegetation.

3.5. PRUNING FOR RIGHT-OF-WAY CLEARANCE

- A. Arrange for the pruning of brush, shrubs, and trees as is required in order to provide adequate right-of-way clearance. The pruning shall be performed by people trained in horticulture or who are specialists in tree and shrub pruning.

3.6. PRUNING OF BRUSH SPECIES

- A. Salix (willow), Alnus (Alder) and similar: Prune stems as close to the main cluster of stems as possible without damage to the remaining stems. This may leave stubs up to 18 to 30 inches from the point of origin. Removal of stems above the basal cluster will be done to a side branch. Cuts do not need painting.
- B. Arctostaphylos patula (manzanita), Ceanothus velutinus and similar: Prune to laterals or to base of plant with flush cuts. Pruning cuts do not need painting.
- C. Purshia (Bitterbrush), Artemisia (Sage) and similar: Prune clumps 6 to 8 inches above ground level. In storage areas use dunnage to hold pipe or materials 8 inches above the existing ground level.
- D. Spreading plants such as Ceanothus prostrates (Squaw Carpet) may be sheared to the right-of way line.

3.7. PRUNING OF TREES

- A. Cuts shall be made in approved arboricultural standards. The final cut shall be through the “Shoulder ring”. If necessary three cuts shall be made on large limbs to stay within the shoulder ring area.
- B. Wounds over 2 inches in diameter shall be painted with a water-based asphalt emulsion paint.
- C. Pruning shall be done parallel to and opposite of the right-of-way to balance the treetops. Such balance pruning shall be done to within one annual growth whorl in the case of Conifers and to within 18 to 24 inches in the case of deciduous trees.

3.8. ROOT PRUNING

- A. In the trenching operation the following root pruning shall apply.
 - 1. Roots more than 2 inches in diameter shall be trimmed with smooth cuts.
 - 2. Roots more than 4 inches in diameter shall be painted with two coats of water-soluble emulsion asphalt base paint. The second coat shall be applied only when the first coat is dry to the touch.
 - 3. Should root pruning be much greater than the top pruning required for the right-of-way clearance, then additional top pruning may be required (at the discretion of the Engineer) in order to restore a reasonable balance of root to top.
 - 4. Should trees start to wilt due to tree root pruning, the roots shall be wrapped in wet burlap and a sprinkling system set up to keep these tree roots watered until the tree is deemed health by a qualified arborist. Contractor shall provide a qualified arborist acceptable to the Owner.

3.9. UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be abandoned or removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Disconnect existing utility conduit from existing utility to remain.
 - 3. For utilities to be abandoned, cut abandoned conduit at least 3 feet clear of utility fitting to remain. The end of the abandoned conduit shall be plugged with no less than 12 inches of concrete.
 - 4. For utilities to be removed, excavate for and remove underground utilities. Removed utilities shall be properly disposed of.
- B. Existing Utilities: Do not interrupt utilities serving facilities on or adjacent to the project unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner and Utility Owner not less than five working days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Owner and Utility Owner's written permission.

3.10. CLEARING, GRUBBING, AND STRIPPING

- A. Remove and dispose of natural obstructions and existing foundations, buildings, fences, lumber, walls, stumps, brush, weeds, rubbish, trees, boulders, utility lines, and any other items, which interfere with construction operations or are designated for removal. After clearing, remove and dispose of wood or root matter below the ground surface remaining to include trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of at least 6 inches below the ground surface or for tree roots with a diameter of 6-inches or greater and stumps to a minimum depth of 2 ft. below existing or finished grade, whichever is deepest.
 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction. See also paragraph 3.4 "Tree Protection" in this Section.
 3. Grind or excavate stumps and remove roots, obstructions, and debris extending to a depth of 24 inches below existing or finished grade, whichever is deeper.
 4. Use only hand methods for clearing and grubbing within tree protection zone.
 5. Landscaping (lawn, flowers, hedges, shrubs, trees, etc.) encountered in the line of work shall be carefully removed, kept moist and returned to their former location and kept moist until well established, unless the Drawings indicate such items are to be removed permanently or unless some other satisfactory arrangement is made with the property owner.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.
- C. Strip topsoil to a maximum depth of 3-inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 1. Remove sod and grass before stripping topsoil.
 2. Stripping material shall be screened out to separate topsoil from non-soil materials, including trash, debris, weeds, roots, and other waste materials.
 3. Stockpile topsoil materials for later use away from edge of excavations without intermixing with subsoil. To minimize adverse alteration of soil properties, store topsoil with a minimum of handling and compaction, and place in piles that are shallow and narrow as practicable. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. See also

paragraph 3.3 “Temporary Erosion and Sedimentation Control” in this Section.

3.11. SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated on the Drawings and as necessary to facilitate new construction. Reconstruct facilities to pre-existing condition or better.
- B. Remove concrete slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing concrete pavement to remain before removing existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.
- C. Remove asphaltic concrete paving as indicated.
 - 1. Saw-cut ahead of the removal operations.
 - 2. Use proper tools and equipment.
 - 3. Cut full-depth of asphaltic concrete section, accurately on neat and parallel lines.
 - 4. Width of pavement cut shall be sufficient to avoid further pavement breakage during construction operations.

3.12. DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Project site.

END OF SECTION 311000

SECTION 312319 – DEWATERING

PART 1 - GENERAL

1.1. SUMMARY

- A. This Section includes the following:
 - 1. Dewatering of utility trenches as required by site conditions.

1.2. RELATED SECTIONS

- A. Section:
 - 1. Truckee Sanitary District Code Ordinance
 - 2. Section 314000 "Temporary Shoring"
 - 3. Section 311000 "Site Preparation"
 - 4. Section 310000 "Earthwork"
 - 5. Section 330507 "Trenchless Installation for Utility Piping"

1.3. REFERENCE SPECIFICATIONS

- A. California Department of Fish, and Wildlife 1600 Permit
- B. Donner Summit Public Utility District Donner Summit Sugar Bowl Sewer Project- Inadvertent Return Monitoring and Mitigation (Frac-out) Plan
- C. Geotechnical reports.
 - 1. NV5. (September 23, 2021). Geotechnical Engineering Report Sugar Bowl Property Owners Sewer Plan – Phase 1 And 2. Sugar Bowl Village Soda Springs/Placer County, California. Prepared for Auerbach Engineering Corporation
 - 2. NV5. (September 12, 2023). Sugar Bowl Property Owners Sewer Plan – Phase 2A Yuba River Crossing- Geotechnical Engineering Report Supplement No. 1. Sugar Bowl Village Soda Springs/Placer County, California. Prepared for Auerbach Engineering Corporation

1.4. PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.
 - 1. Continuously monitor and maintain dewatering operations to ensure; erosion control, stability of excavations and constructed slopes, such that the

excavation does not flood, and that damage to subgrades and permanent structures is prevented.

2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
4. Operate dewatering system without causing runoff or contamination of road swales, ditches, or other waterways down slope of the dewatering disposal area.
5. Remove dewatering system once no longer needed.

1.5. SUBMITTALS

- A. Dewatering Plan(s): Contractor's plans for approach to dewatering and disposal of dewatering discharge.
- B. Shop Drawings for Information: For dewatering system. Show arrangement, locations, and details of bulkheads and water barriers, wells and well points; pumps; equalization tanks, locations of headers and discharge lines; and means of discharge and disposal of water.
- C. Required permits.
- D. Landowner approval(s) of proposed discharge location(s).

1.6. REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all permit conditions of the California Department of Fish, and Wildlife 1600 Permit for the project.
- B. Comply with water disposal requirements of authorities having jurisdiction.

1.7. PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities on or adjacent to the project unless permitted in writing by Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Existing utilities shown on the Drawings are approximate. At least 3 working days prior to starting work on the project, the Contractor shall contact Underground Service Alert (USA) for location. The locations of various utilities shown on the Drawings are solely an accommodation to the Contractor without any representation or guarantee concerning completeness and/or accuracy. The Contractor is responsible for ascertaining the location of, and protection for, all utilities to be encountered in the performance of the required work.
- C. Temporary or permanent drainage from excavations are prohibited discharges to the DSPUD Publicly Owned Treatment Works.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1. PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
 - 1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
 - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.2. INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, water lines, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability without Owner and Engineer approval.
- C. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, water lines, and other excavations.
 - 1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- D. Dispose of water removed by dewatering to temporary on-site holding tanks. These tanks shall be removed from the site or discharged to the sewer or overland/spray irrigation, subject to the approval of the Owner and requirements of jurisdictional agency.

- E. Water may not be discharged to any water body.
- F. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- G. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
- H. Damages and Fines: Promptly repair damages to adjacent facilities caused by dewatering operations at no additional cost to Owner.

END OF SECTION 312319

SECTION 314000 – TEMPORARY SHORING

PART 1 - GENERAL

1.1. SUMMARY

- A. This section covers requirements for design, construction, maintenance, and removal of temporary shoring, sheeting, conduit support, and bracing systems conforming to the requirements of any permits, the specifications, OSHA, and the construction safety orders of the State of California, pursuant to the provisions of the California Labor Code.
- B. The work includes, but is not limited to, structural support of excavations, trenches, and embankments greater than 5 feet in depth necessary for protection of personnel and existing or recently constructed facilities and utilities.
- C. Engineered temporary shoring shall be designed in accordance with the requirements of these Specifications, which include, but are not limited to, geotechnical, design, and review considerations. Other shoring or bracing shall be planned in accordance with applicable codes and good construction practice.
- D. Shoring and utility support systems shall be designed and constructed to withstand all soil, utility loads, and hydrostatic loading that might occur during various stages of construction and for any surcharge loading caused by equipment loads and loads from material or soil stockpiles. The Contractor shall be responsible for the determination of proper load distributions caused by such activities and shall assure that those conditions are not exceeded in the field during construction.

1.2. RELATED SECTIONS

- A. Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7.9 “Installation of Sanitary Sewer Facilities”
- B. Section 312319 – Dewatering
- C. Section 310000 – Earthwork

1.3. DEFINITIONS

- A. Temporary Shoring: An assembly of structural elements to support earth materials. Temporary shoring includes, but is not limited to, shoring, sheeting, bracing, and underpinning.
- B. Existing Facility: A structure, utility, or constructed element that exists at the start of construction and is not shown on the contract drawings to be demolished. This definition also applies to recently constructed facilities or utilities that are constructed under this Contract.

- C. Engineered Temporary Shoring: Shoring that is designed by the Contractor. These structures shall be designed by a Structural Engineer registered in the State of California to meet, as a minimum, the requirements of this Specification and Contract Drawings.

1.4. SUBMITTALS

A. Design Submittals:

1. The Contractor shall submit plans for shoring and sloping to the Owner for review at least four weeks prior to commencement of work. No excavation shall be started until the Owner has reviewed the shoring system. The design submittals shall include the following items:
 - a. Design calculations shall be prepared by a Structural Engineer registered in the State of California and include design criteria, analysis assumptions, construction sequence requirements, and detailed design of each system, structural elements, and connection. Calculations shall be submitted in bound volumes that include the responsible structural Engineer's signed seal on the title page.
 - b. Detailed excavation support drawings (working drawings), showing all pertinent dimensions, spacing, and relationships among the components of the trench support system, as well as construction sequence and scheduling.
 - c. Detailed utility and structure support drawings where necessary.

B. Shop Drawings:

1. Submit the items listed below. These submittals must be reviewed and signed by the responsible Structural Engineer prior to submittal.
 - a. Shop fabrication details for all fabricated structural steel members and connections.
 - b. Lagging details.
 - c. Concrete reinforcing details.

- C. Monitoring Program: A proposed program shall be submitted for monitoring temporary shoring system movements. The submittal of the program shall include location of survey points, proposed frequency of measurements, and other pertinent information.

- D. Records of Monitoring Program: Records of the monitoring program shall be submitted as proposed in program submittal approved by Owner.

- E. Method of drilling soldier piles, including method or technique for handling obstructions, if applicable.

1.5. STANDARD SPECIFICATIONS, CODES AND ORDINANCES

- A. OSHA: Occupational Safety and Health Administration: Part 1926, Subpart P, "Excavations."

1.6. SAFETY

- A. The Contractor is solely responsible for protection of personnel and existing facilities and utilities and for ensuring compliance with all applicable laws and regulations.
- B. Responsible Competent Person: The Contractor shall have in the shoring work area during all phases of construction, a competent person capable of identifying hazards, anomalies, conditions that differ from the shoring design assumptions, and other factors that would indicate the possibility of hazardous or dangerous conditions in the work area. The responsible person shall have the authority to stop all work when such conditions are identified.
- C. All temporary construction and incidental items associated with shoring construction such as, but not limited to, lighting, barricades, fences, ladders, work platforms, ramps, and roadways shall conform to the applicable reference codes and regulations.

1.7. QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project Site.
 - 1. Review methods and procedures related to excavation support and protection system including, but not limited to, the following:
 - a. Existing utilities and subsurface conditions
 - b. Proposed excavations
 - c. Proposed equipment
 - d. Monitoring of excavation support and protection system
 - e. Working area location and stability
 - f. Coordination with dewatering
 - g. Abandonment or removal of excavation support and protection system.
- B. The Contractor is solely responsible for quality assurance of temporary shoring. At a minimum, the Contractor shall continually verify that the shoring is planned, executed, and maintained in accordance with applicable codes and regulations and good construction practice.
- C. The Contractor shall institute as a part of shoring construction a quality assurance program at each shoring location. The program shall include, but not be limited to, systematic observation of suitability of shoring materials, installation, excavation, groundwater control adjacent construction activities, and other factors.
- D. The Responsible Competent Person for engineered temporary shoring shall verify at critical stages of shoring construction that the actual construction is in accordance with the Contractor prepared plans.
- E. Installation procedures for instrumentation shall be as recommended by the manufacturer.

- F. The design of the shoring shall include the additional lateral force produced by the presence of water, water-saturated soils, and seepage, and shall prevent flow or other destabilization of water saturated soils.

1.8. EXISTING CONDITIONS

- A. Reference the following.

- 1. Geotechnical reports.

- a. NV5. (September 23, 2021). Geotechnical Engineering Report Sugar Bowl Property Owners Sewer Plan – Phase 1 And 2. Sugar Bowl Village Soda Springs/Placer County, California. Prepared for Auerbach Engineering Corporation
 - b. NV5. (September 12, 2023). Sugar Bowl Property Owners Sewer Plan – Phase 2A Yuba River Crossing- Geotechnical Engineering Report Supplement No. 1. Sugar Bowl Village Soda Springs/Placer County, California. Prepared for Auerbach Engineering Corporation

- B. Reference drawings shall be used to determine the extent, characteristics, and loading conditions of existing facilities for design of temporary shoring systems. Building weights, surcharges, design live loads, and liquid loadings among others shall be developed by the Contractor for use in temporary shoring design.
- C. The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of any subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract and which could not reasonably have been anticipated by the Contractor. This notice shall be made within ten days of discovery of such condition. No claims of the Contractor under this clause will be allowed unless the Contractor has provided the required notice.
- D. If the Engineer finds there are subsurface or latent physical conditions that differ materially from those indicated in the Contract and that could not reasonably have been anticipated by the Contractor and that such conditions cause an increase or decrease in the Contractor's cost of or time required for performance of work, a change order incorporating the necessary revisions shall be prepared in accordance with "Work Change Directive" of the Standard General Conditions and submitted to the Owner for approval. If the Owner finds there are no such subsurface or latent physical conditions, or if no decision has been made in writing within ten days of the written notice of conditions above (which 10th day shall be deemed the date on which the Owner denied the claim), the Contractor must submit a claim documenting its costs in accordance with the Construction Agreement and in a manner and level of detail satisfactory to the Owner. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract. This paragraph shall not be

construed or interpreted to allow claims by the Contractor for physical conditions ordinarily to be encountered or generally recognized as inherent in the work.

1.9. DESIGN REQUIREMENTS

- A. The design, planning, installation, and removal of all sheeting, shoring, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation of trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.
 - 1. The Contractor shall design sheeting, shoring, and bracing in accordance with Federal OSHA Safety and Health Standards.
- B. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.
- C. When the construction sequence of structures requires the transfer of bracing to completed portions of any new structure or to any existing structure, the Contractor shall provide the Owner with a complete design analysis of the expected impact of that bracing on the structure. This action shall in no way absolve the Contractor of responsibility of damage resulting from said bracing.

1.10. PROTECTION OF EXISTING FACILITIES

- A. Protect existing and new buildings and structures and active sewer, water, gas, electrical, cable TV, and other utility services.
- B. Conduit support systems must be designed to fully support conduits under hydrostatic pressure, provide joint restraint as necessary, and provide protection of conduit coatings and other cathodic protection system components as necessary. Allowable conduit movement tolerances shall be no more than 1-inch laterally and/or 1-inch vertically from the existing conduit orientation.
- C. Conduit supports/saddles shall provide a minimum of 120 degrees of contact to the bottom of the existing conduits and shall be suitably padded with felt or other protective material. Supports/saddles shall be provided at a maximum spacing of three feet on center. Supports/saddles shall be adjustable vertically to account for deflection of the conduit support members.
- D. Coordinate the nature and extent of such protection with the owners of the building, structures, and utilities.

1.11. RESTORATION OF EXISTING FACILITIES

- A. Contractor shall restore all existing facilities damaged, destroyed, or altered by soil movements resulting from temporary shoring movements or nonperformance, at Contractor's own expense.
- B. Proposal shall be submitted by the Contractor to define the character and extent of the Contractor's proposed restoration work when requested by the Owner. Actual

restoration work shall be as shown on the Drawings and specified in the Contract Documents. If damage occurs outside the work shown in the Contract Documents, then restoration work shall be as directed by the Owner and at no additional cost to the Owner. This may or may not include any or all of the Contractor's proposal.

PART 2 - PRODUCTS

2.1. MATERIALS FOR SHORING

- A. All materials for temporary shoring shall conform to the requirements of these Specifications and any specifications, notes, or requirements contained on the Contractor's submittals or Contractor-prepared designs for temporary shoring. Materials may be new or used, but they should be in good serviceable condition, free of defects and other strength-reducing deficiencies.

PART 3 - EXECUTION

3.1. PREPARATION

- A. Protect structures, utilities, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
 - 1. Shore, support and protect utilities encountered
- B. Install excavation support and utility protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.2. GENERAL

- A. The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the trench or excavation and below the excavation bottom. Sheeting, shoring, and bracing shall be removed after placement and compaction of initial backfill, except as noted otherwise.
- B. The design, planning, installation, and removal of all lagging, sheeting, shoring, sheet piling, and bracing or moveable trench box system shall be accomplished in such a manner as to maintain the undisturbed state of the soils.
- C. Sheeting and shoring systems shall be selected and installed so as to avoid damage to adjacent properties and improvements.

3.3. TEMPORARY SHORING

- A. Temporary shoring is to be installed for excavation and embankments necessary for construction of facilities. Care must be taken to minimize settlements and displacements of existing facilities by providing appropriate shoring systems and strict adherence to suitable construction practices for that Contractor proposed shoring systems.
- B. The causes of the detrimental movements or excessive settlements must be identified by the Contractor. Corrective measures must be proposed to and approved by the Owner before further work.

3.4. OBSTRUCTIONS

- A. Obstructions and other impediments to drilling and excavation should be considered a possibility within the Limits of Construction. If, during the course of work, obstructions are encountered, the Owner shall be immediately notified. Corrective measures must be proposed to and approved by the Owner before further work.

3.5. REMOVAL OF SHORING

- A. Shoring may be removed only if public safety is maintained, completed work is protected, existing facilities are protected, and adequate steps are taken to prevent damage to facilities or personnel during removal. At a minimum, remove the upper portion of all shoring systems down at least 5 feet below finish grade, unless otherwise indicated. Voids created by removal of piles, sheeting, or lagging shall be filled with the backfill materials shown on the Drawings at or adjacent to the shoring area.
- B. Should the Owner order that any shoring be left in place, the Contractor shall not remove the same, but will receive payment for the materials left in place on a unit basis if such be in the Contract or at the market value negotiated through a Change Order process if there be no such unit price.

END OF SECTION 314000

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SECTION 321123 – AGGREGATE BASES

PART 1 - GENERAL

1.1. SUMMARY

- A. This section includes the following:
 - 1. Aggregate bases for pavement restoration.

1.2. RELATED SECTIONS

- A. Sections
 - 1. Section 310000 "Earthwork"
 - 2. Section 321300 "Asphalt Concrete"

1.3. REFERENCE SPECIFICATIONS

- A. Donner Summit Public Utility District, Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications dated 2018.
- B. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.

1.4. SUBMITTALS

- A. The Contractor shall submit a signed verification from each source of supply for aggregate base employed indicating that the materials meet the Specifications requirements for the type of aggregate base supplied.

1.5. QUALITY ASSURANCE

- A. Comply with the Caltrans Standard Specifications.

1.6. TOLERANCES

- A. A. The surface of the finished aggregate base at any point shall not vary more than 0.05 feet above or below the grade established by the Owner.

PART 2 - PRODUCTS

2.1. AGGREGATE BASE

- A. Aggregate base material shall be Class 2, ¾-inch maximum grading Aggregate Base as specified in Section 26-1.02B of the Caltrans Standard Specification.

PART 3 - EXECUTION

3.1. SUBGRADE PREPARATION, PLACEMENT, AND COMPACTION

- A. Comply with all requirements of Sections 26-1.03A "General", 26-1.03B "Subgrade", 26-1.03D "Spreading", and 26-1.03E "Compacting" of the Caltrans Standard Specifications with the following exception:
1. Subgrade below all roadways, parking areas, trails, and sidewalks to receive aggregate base shall be scarified and recompact to 95% relative compaction (ASTM D1557) as required by Section 310000 "Earthwork" of these Specifications.
 2. Subgrade below miscellaneous foundations shall be firm undisturbed native material, inspected and approved by the Owner.

END OF SECTION 321123

SECTION 321300 – ASPHALT CONCRETE

PART 1 - GENERAL

1.1. SUMMARY

- A. This section includes the following:
 - 1. Asphalt concrete pavement for pavement restoration.

1.2. RELATED SECTIONS

- A. Sections:
 - 1. Section 321123 "Aggregate Bases"

1.3. REFERENCE SPECIFICATIONS

- A. Truckee Sanitary District Code Ordinance
- B. Caltrans Standard Specifications: State of California, Department of Transportation, Caltrans Standard Specifications dated 2023.
 - 1. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.

1.4. SUBMITTALS

- A. Mix design based on Superpave Method for asphalt concrete.

1.5. QUALITY ASSURANCE

- A. Comply with Caltrans Standard Specifications.

1.6. TOLERANCES

- A. Construct asphalt concrete to tolerances required in Section 39 of the Caltrans Standard Specifications.

PART 2 - PRODUCTS

2.1. ASPHALT CONCRETE

- A. Aggregate materials for asphalt concrete shall conform to the requirements listed for Type A, ½-inch maximum, medium grading with PBA 6B bituminous aggregate listed in Section 39 of the Caltrans Standard Specifications.
- B. Paving asphalt shall be Performance Grade PG 64-28 conforming to the requirements of Section 92 of the Caltrans Standard Specifications.

- C. Material for use as tack coat shall be slow-setting asphaltic emulsions SS-1 or SS-1h conforming to Section 94 of the Caltrans Standard Specifications.
- D. Liquid Asphalt shall conform to Section 92 of the Caltrans Standard Specifications, SC 250.
- E. Paint shall comply with Fed. Spec. TT-P-115, Type III, color to match existing being replaced.

PART 3 - EXECUTION

3.1. GENERAL

- A. Placement of asphalt concrete materials shall conform to the requirements of section 39 of the Caltrans Standard Specifications.
- B. Structures such as valve boxes, manhole frames and covers, and electrical vaults shall be adjusted to 3/4" below finish grade as necessary within paved areas.

3.2. APPLICATION RATES

- A. Tack Coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints at a rate of 0.10 to 0.15 gallons per square yard and conforming to Sections 39 and 94 of the Caltrans Standard Specifications.
- B. Sand Blotter, if needed to prevent "pick up", shall be applied at a rate of 10 to 15 pounds per square yard.

END OF SECTION 321300

SECTION 330505 – SANITARY SEWER TESTING

PART 1 - GENERAL

1.1. SUMMARY

- A. This section includes the following:
 - 1. Leakage testing of sewer mains
 - 2. Hydrostatic test
 - 3. Air test
 - 4. Deflection testing of pipes
 - 5. Line and grade testing of pipes
 - 6. Leakage testing of manholes
 - 7. Leakage testing of laterals and drainpipes
 - 8. Closed Circuit TV inspection of sewers
 - 9. Final acceptance of sewer system before placing sewer system into service

1.2. RELATED SECTIONS

- A. Section 333100 “Sanitary Sewerage”
- B. Truckee Sanitary District Code Ordinance Section 7.12 “Sewer Lateral Pressure Testing”
- C. Truckee Sanitary District Code Ordinance Section 7.14 “Building Sewer Lateral Televising”
- D. Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7, Section A-7.10 “Testing of Sanitary Sewer Facilities District”
- E. DSPUD Article 14, Section 14.02 “Tests, Inspections, and Approvals”

1.3. SUBMITTALS

- A. Submit the following information, at a minimum:
 - 1. Testing Plan to include schedule, steps, and procedures proposed to complete all the work required by this Section.
 - 2. Results of all testing performed by the Contractor
 - 3. CCTV inspection video and written log of every sewer pipe constructed. All inspections shall be recorded digitally and submitted in DVD MPEG format or approved equal on a USB flash drive.

1.4. PROJECT CONDITIONS

- A. The Contractor shall be responsible for completing testing of all newly constructed sewer mains, manholes, and services.
- B. All tests and procedures shall be performed by the Contractor in addition to being witnessed and verified by the Owner.
- C. The Contractor shall furnish all labor, tools and equipment necessary to make the tests and to perform any work incidental thereto.
- D. The Owner Inspector will:
 - 1. Witness all testing activities. Any test or activity performed without Owner inspection will be considered invalid and shall be repeated.
 - 2. Place the new line into service.
 - 3. Keep the time and measure the pressure for the leakage test.
- E. The Contractor shall follow the schedule submitted in the approved Testing Plan. Any variations shall be approved by the Owner.
- F. All tests shall be scheduled with the Owner three (3) working days prior to the testing.
- G. It is the Contractors responsibility to obtain a discharge permit from Donner Summit Public Utility District (DSPUD) for disposal of testing water to the sewer system. The Contractor shall comply with all permit requirements.
 - 1. If necessary, testing water shall be treated to meet the discharge requirements of the permit.
 - 2. The Contractor shall supply reports of the total volume of testing water discharged to the sewer system to the Owner and DSPUD for reporting.

PART 2 - PRODUCTS

2.1. EQUIPMENT

- A. Mandrel Testing
 - 1. In accordance with Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"
- B. CCTV Camera
 - 1. In accordance with Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"
- C. Water Source
 - 1. Water for use in filling and flushing and testing the sewer system shall be potable water supplied from the Owner's water system.
 - 2. All water used must be metered and quantities reported to the Owner.
 - a. Construction water, including flushing water meter reports, must be supplied to the Owner for annual water auditing.

3. The Contractor will not be charged for construction water.

PART 3 - EXECUTION

3.1. SEWER LATERAL TESTING

- A. Testing and acceptance in accordance with:
 1. Truckee Sanitary District Code Ordinance Section 7.12 "Sewer Lateral Pressure Testing"
 2. Truckee Sanitary District Code Ordinance Section 7.14 "Building Sewer Lateral Televising"
- B. After completion of construction, gravity sewers and drainpipes may be pressure tested with air or water.
- C. Those laterals that are greater than ten (10) feet in length shall be cleaned and pressure tested, and those that are ten (10) feet or less in length shall be inspected either by way of closed-circuit television or pressure testing.
- D. Test plugs shall be placed within the building sewer or drain pipeline cleanout and just prior to the connection to the sewer main or inside the manhole, isolating the building sewer lateral. Any intermediate cleanouts shall be temporarily plugged at the surface.
 1. All repairs and retests shall be completed by the Contractor at no additional cost to the Owner.

3.2. GRAVITY MAIN SEWER TESTING

- A. Testing and acceptance in accordance with:
 1. Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"

3.3. MANHOLE AND WET WELL TESTING

- A. Testing and acceptance in accordance with:
 1. Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"
- B. After completion of manhole and wet well construction, all manholes and wet wells shall be tested for leakage.
- C. Manhole and wet well testing shall be by either a water test or a vacuum test.

- D. Contractor shall, at its own expense, correct any excess leakage and repair any damage to the manhole or wet well and its appurtenances or to any structures resulting from or caused by these tests.

3.4. CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

- A. Testing and acceptance in accordance with:
 - 1. Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"
- B. Pre-inspection Preparation
 - 1. CCTV inspection will not be scheduled or made until the following operations are complete:
 - a. All sewer and drain pipelines are installed and backfilled to finished grade, or, if pavement will be finished grade, to the final street subgrade, but prior to paving.
 - b. All structures are in place, all channeling is complete, and pipelines are accessible from structures.
 - c. All lines have been balled and flushed.
 - d. All lines have been successfully air or water tested.
- C. Arrangements for Inspection
 - 1. When the Contractor determines that the line is ready for inspection, the Contractor shall notify the Owner and request a date for the CCTV inspection. The Owner shall notify the Contractor of the scheduled date.
 - 2. If it is determined by the Contractor that the job site will not be ready or accessible for the CCTV inspection on the scheduled date, as notified, the contractor shall notify the Owner of the necessary cancellation at least 48 hours in advance of the scheduled inspection. Rescheduling shall be accomplished in the same manner as for the initial inspection.
- D. The Contractor shall bear the cost of all CCTV inspection made for the purpose of determining acceptance.
- E. Inspection Methods
 - 1. The Contractor shall record on the audio track and shall provide on-screen written narration of the inspection narrative, the street location, upstream and downstream manhole or wet well control points from the Drawings, date, and time of the inspection. Each inspection shall begin with the camera looking up at the manhole lid or wet well cover and end at the very next manhole, looking up at the manhole lid or start at a cleanout and end at the next cleanout or manhole. The Owner shall be present at all video inspections and have access to observe the CCTV monitor at all times. The system of cabling employed to transport the camera and transmit its signal shall not obstruct the camera's view. It shall be the Contractor's responsibility

to locate and retrieve any non-functional, failed and/or stuck CCTV equipment at their expense. No spliced videos will be allowed for any single pipe section. Video must be obtained during one continuous pass beginning at a manhole, wet well, or cleanout and end at a manhole, wet well or cleanout.

2. All inspection documentation shall include the Owner Contract Number, upstream and downstream manhole / wet well / cleanout number identification, pipe identification, length of pipe inspected and date of inspection. The Owner pipe and manhole / wet well / cleanout identification numbers will be made available to the Contractor after the start of construction and shall be used in all CCTV inspection documentation.

F. Grounds for Refusal of Acceptance

1. In accordance with Truckee Sanitary District Code Ordinance Standard Specifications Appendix A-7, Section A-7.10 "Testing of Sanitary Sewer Facilities District"

G. Reinspection

1. If the sewer line offered for acceptance fails to meet applicable specifications, the Owner shall have a right to require the Contractor to reinspect after correction of defects. This process shall be repeated as necessary until all defects have been corrected to the satisfaction of the Owner at no additional cost to the Owner.

3.5. NOTIFICATION OF DEFECTS

- A. Upon offering of the work for acceptance and after all inspection made by the Owner, the Owner shall within five (5) days prepare a written list of defects in the work and present such list to the Contractor.
- B. Contractor shall correct the deficiencies to the satisfaction of the Owner at no additional cost to the Owner. The Owner shall approve the Contractor's plan for correcting deficiencies prior to the Contractor proceeding with such repairs.

END OF SECTION 330505

SECTION 330507 – TRENCHLESS INSTALLATION OF UTILITY PIPING

PART 1 - GENERAL

1.1. SUMMARY

- A. This section includes the following: Jacking or boring of steel conductor casing pipe and the installation of water and sewer carrier pipe.

1.2. RELATED SECTION

- A. Sections:
 - 1. Section 312319 “Dewatering”
 - 2. Section 331411 “Water Mains”
 - 3. Section 333100 “Sanitary Sewerage”

1.3. REFERENCES

- A. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 “Installation of Sanitary Sewer Facilities”
- B. American Society of Testing and Materials (ASTM):
 - 1. A 283 – Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
 - 2. A 1097 - Standard Specification for Steel Casing Pipe, Carbon, Electric-Fusion (Arc)-Welded (NPS 10 and Larger)

1.4. SUBMITTALS

- A. Provide Data: Include proposed type and size of equipment, guidance systems and method of grade and alignment adjustments.
- B. Product Data for materials proposed for use on Project.
- C. Shop Drawings: Include equipment pit locations including dimensions, shoring and bracing, traffic protection, dewatering system, ventilation system, and provisions for worker safety.
- D. Soils investigation program and report.
- E. Evidence of qualifications.

1.5. QUALITY ASSURANCE

- A. Installation Qualifications: Successfully completed at least 3 projects of similar diameter, length, soil, and installation conditions.

1.6. SEQUENCING AND SCHEDULING

- A. Prior to boring and jacking operations, submit written request to obtain the Engineer's acceptance.

PART 2 - PRODUCTS

2.1. MATERIALS

- A. For Jacking or Boring of Pipe:
 - 1. Steel Casing
 - a. The steel casing shall be 36-inch diameter and minimum 0.5-inch thickness.
 - b. Steel shall be Schedule 20-XS meeting ANSI B36.10
 - 2. Casing Spacers
 - a. Casing spacers shall consist of a two-piece shell fabricated from either carbon steel or T-304 stainless steel. Carbon steel shells shall be finished with a thermoplastic powder coating or fusion bonded epoxy coating with a minimum thickness of 10 mil. Each connecting flange shall have a minimum of three 5/16" bolts. Bolts shall be either zinc plated carbon steel or stainless steel. The shell shall be lined with either a ribbed PVC extrusion or EPDM rubber. Runners shall be polymer plastic with a low coefficient of friction. Runner material and width shall be adequate for the loads carries by the casing spacer. The runners shall be attached to support structures (risers) at appropriate positions to properly support the carriers within the casing and to ease installations. The design of the casing spacer of the risers and runners combined shall be sufficient to provide not less than three fourths inch between the casing pipe and the outside diameter of the bell.
 - b. Manufacturers:
 - 1) Advance Products & Systems, Lafayette, Louisiana,
 - 2) Cascade Waterworks Manufacturing, Yorkville, Illinois
 - 3) Calpico, South San Francisco, California
 - c. The Contractor may propose an alternative to casing spacers and submit shop drawings for review and approval by the Owner.
 - 3. Casing End Seals
 - a. Casing ends seals shall be of a single pipe type and installed to prevent backfill materials from migrating into the casing. The Contractor shall submit the casing end seal design to the Owner for review and approval.

2.2. EQUIPMENT

- A. Jacks: Of sufficient size to bore carrier pipe 200 feet from jacking pit.

- B. Horizontal Boring Machine: Capable of boring to diameter and length as required, maintaining grade and alignment with tolerances as indicated in the Contract Documents.
- C. Bracing: Capable of withstanding pressure generated by jacks when jacking pipe for pipe's total length.

PART 3 - EXECUTION

3.1. GENERAL REQUIREMENTS

- A. The Contractor shall comply with all appropriate regulatory agency requirements per the permits issued for this project.

3.2. CONSTRUCTION REQUIREMENTS

- A. Safety
 - 1. OSHA Mining & Tunneling Safety Representative & Gas Tester Card holder on site at all times during work.
- B. Bore and Receiving Pits
 - 1. Must be located as far from the traveled way and aquatic resources as feasible. At a minimum, pits must be located 10 feet aquatic resources.
 - 2. Excavated pits must be protected by placement of 6 feet chain link fence or Type-K barrier around them.
 - 3. Pits must be shored in accordance with Cal-OSHA requirements.
- C. Line and Grade
 - 1. Install pipe at line and grade that will allow the carrier pipe to be installed at its true starting elevation and grade within the specified maximum alignment deviation of the pipe centerline.
 - 2. When no deviation tolerances are specified in the contract documents, apply the following maximum deviations to the carrier pipe.
 - a. Gravity Pipe:
 - 1) Horizontally: ± 1.0 foot per 100 feet;
 - 2) Vertically: ± 0.2 feet up to 100 feet; an additional ± 0.1 foot per 100 feet thereafter. Backfall in pipe is not allowed.
 - b. Greater deviation or interference with other identified facilities may be cause for rejection.
- D. Jacking or Boring of Pipe
 - 1. Install pipe by approved methods.
 - 2. Use a jacking collar, timbers, and other means as necessary to protect the driven end of the pipe from damage.
 - 3. Do not exceed the compressive or tensile strength capacity of the pipe during pushing or pulling operations.

4. Fully support bore hole at all times to prevent collapse. Insert pipe as soil is removed, or support bore with drilling fluid.
 5. Fill space between the inside of the bore hole and the outside of the pipe with special fill material if the space is greater than 1 inch.
 6. If not ready to place the carrier pipe immediately following completion of the jacking or tunneling operation, protect the ends with temporary bulkheads.
 7. Securely anchor leading edges of casings with steel jacking heads to prevent wobble or alignment variation during jacking operations.
 8. Do not excavate in advance of the jacking head and make every effort to avoid loss of earth outside of jacking head. Remove excavated material from the casing as excavation progresses. Do not accumulate material within the casing.
 9. Steel casings smaller than 36 inches inside diameter will not require outside grouting unless caving or earth movement occurs.
- E. Pit Restoration
1. Remove installation equipment and unused materials from the jacking and receiving pits.
 2. When the carrier pipe extends beyond the limits of trenchless installation and into the bore pit, place bedding and backfill material in accordance with Specification 310000 "Earthwork".
 3. Restore the site to original condition or better.

END OF SECTION 330507

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SECTION 333100 – SANITARY SEWERAGE

PART 1 - GENERAL

1.1. SUMMARY

- A. This Section includes the following:
 - 1. Sanitary sewer gravity main piping and related components for extension, relocations, or replacement of the public sewer collection system.
 - 2. Sanitary sewer gravity service lateral piping and related components.

1.2. RELATED SECTIONS

- A. Sections:
 - 1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-6 “Materials for Construction of Sanitary Sewers”
 - 2. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.7 “Guarantee and Delivery of Title”
 - 3. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.8 “Materials and Equipment”
 - 4. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 “Installation of Sanitary Sewer Facilities”
 - 5. Section 311000 “Site Preparation”
 - 6. Section 310000 “Earthwork”
 - 7. Section 312319 “Dewatering”
 - 8. Section 314000 “Temporary Shoring”
 - 9. Section 330505 “Sanitary Sewer Testing”

1.3. DEFINITIONS

- A. Sewer Gravity Main: A pipe that is part of a collection system used to collect sanitary sewerage from the public and community, controlled by a public authority.
- B. Sewer Service Lateral: A collection pipe that connects a home or business to the public sewer collection system.
- C. Incidental Traffic Area: Paved and unpaved areas, which are, in the opinion of the Owner, subject to occasional light vehicular traffic at slow speeds; including driveways, parking pads, and storage areas.
- D. Non-Traffic Area: Unpaved areas over which, in the opinion of the Owner, no vehicular traffic can reasonably be expected.
- E. Regular Traffic Area: Paved areas subject to regular vehicular traffic, including travelled ways and shoulders.

1.4. REFERENCES

- A. AWWA C900-07 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 12 in. (100 mm Through 300 Mm), For Water Transmission and Distribution
- B. ASTM D3034, Specification for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings
- C. ASTM F477, Specification for rubber gaskets
- D. ASTM C1107, Specification for Packaged Dry, Hydraulic-Cement Grout, Nonshrink.
- E. ASTM C478, Specification for Precast Reinforced Concrete Manhole Sections

1.5. SUBMITTALS

- A. Submit the following information, at a minimum:
 - 1. Product Data: For each type of product indicated or to be installed.
 - 2. Material and Installation Warranties.
 - 3. Shop Drawings:
 - a. For manholes. Include plans, elevations, sections, details, and frames and covers.
 - 4. Construction sequencing plans or details.
 - 5. Bypass Pumping Plan
 - 6. Field quality-control reports.
 - 7. As-Built Markups.

1.6. QUALITY ASSURANCE

- A. Comply with the standards of Truckee Sanitary District Code Ordinance District Standard Specifications including materials, installation, and testing.
- B. Comply with all manufacturer's installation instructions or industry standard guidelines where appropriate.
- C. All installations shall be completed in an organized manner by qualified personnel.
- D. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- E. Supply each distinct product from a single manufacturer for the duration of the Project.

1.7. MATERIAL HANDLING AND STORAGE

- A. Handling:
 - 1. Appropriate unloading and handling equipment of adequate capacity must be used to unload the truck.

2. Safe handling and operation procedures must be observed.
 3. Pipe, fittings, or fabrications must not be pushed or dumped off the truck or dropped.
 4. The use of equipment which might injure the pipe, will not be permitted.
 5. The pipe shall be handled by devices and methods acceptable to the Owner.
 6. Handle manholes according to manufacturer's written rigging instructions.
 7. All products with visible damage shall be rejected.
- B. Storage:
1. Stockpiled pipe shall be suitably supported and shall be secured to prevent accidental rolling. Support to prevent sagging and bending.
 2. The site and its layout should provide protection against physical damage to components.
 3. The storage site and methods shall be acceptable to the Owner.
 4. Protect stored piping from moisture, debris, and dirt. Elevate above grade.
 5. Protect pipe fittings and seals from dirt and damage.
 6. Stored plastic piping shall be protected from direct sunlight.

1.8. PROJECT CONDITIONS

- A. All work on and proximate to the Owner's sewer collection system shall be inspected by the Owner.
1. The Contractor shall provide three (3) working days notification for all specific work on the sewer system, to allow the Owner to arrange inspections.
 2. Work performed without inspection will not be paid for.
- B. Contractor shall provide Owner with a schedule for the proposed work.
1. The schedule and sequencing plan shall:
 - a. Eliminate the need for or minimize the number and duration of sewer service interruptions.
 - b. Account for inspection, flushing, and testing requirements.
 - c. Maintain continuous sewer service throughout the duration of the Project.
 - d. Sequencing plans shall be subject to the review and approval of the Owner.
- C. The Contractor shall notify the Owner a minimum of five (5) working days in advance of any required sewer system shutdown.
- D. The Contractor shall be responsible for notifying businesses / homeowners / residents a minimum of 48 hours prior to approved sewer service interruptions.
1. Notification shall be in the form of Door Knockers (paper notifications to be left on each door) supplied by the Owner.
 2. Notification shall indicate the day, date and start and anticipated resuming time of service interruption. Notification shall also provide contact phone

number of contractor's representative and Owner for affected property owner to contact.

1.9. COORDINATION

- A. Coordinate connections to existing sewer main with Owner.
- B. Connections to existing sewer laterals are not part of the work.

1.10. SEPARATION FROM EXISTING FACILITIES

- A. Existing Water
 - 1. The Owner will make the final determination regarding acceptability of installation.
- B. Existing Storm Drain
 - 1. The installation of sewer main and/or sewer manhole shall maintain a minimum separation of one (1) foot from existing storm drain.

PART 2 -PRODUCTS

2.1. GRAVITY SEWER MAIN PIPING MATERIAL

- A. Material and acceptance in accordance with:
 - 1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-6 "Materials for Construction of Sanitary Sewers"
- B. Prohibited pipe materials include, but are not limited to:
 - 1. Vitrified Clay Pipe (VCP)
 - 2. Cast Iron (CI)
 - 3. Steel
 - 4. Asbestos-Cement Pipe (AC)

2.2. GRAVITY SEWER FITTINGS

- A. PVC Fittings – The gasket joint assembly shall meet the requirements of ASTM D3139, and AWWA C900. Pipe shall be supplied with an integral bell with gasket meeting the requirements of ASTM F477.
- B. Transition Couplings – Flexible couplings shall be Bond Seal, Fernco, Indiana Seal, or other approved coupling. Rigid couplings shall be PVC, Romac, Bond Seal Anti Shear, Fernco Anti Shear, Indiana Seal Anti Shear or other approved coupling.
- C. Service connections shall consist of PVC fittings and rubber gasketed full line wyes and shall conform to the requirements of ASTM D 3034.

2.3. CLEANOUTS

- A. PVC Cleanouts: PVC body with ETCO T-Cone ST402 plug or approved equal. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

B. Material and acceptance in accordance with:

1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 "Installation of Sanitary Sewer Facilities"

2.4. REINFORCED CONCRETE MANHOLES

A. Material and acceptance in accordance with:

1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-6 "Materials for Construction of Sanitary Sewers"
2. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.14 "Structural Concrete"

2.5. WARNING TAPE

A. Requirements

1. Non-detectible underground utility warning tape; minimum 0.5 mil-thick; minimum 6 inches wide.
2. Resistant to all known alkalis, acids, chemical reagents, and solvents likely to be encountered in the soil.
3. The tape shall be vivid opaque, colored in safety precaution green, and imprinted with "SEWER LINE" (or some variation) in black ink along its entire length.
4. The tape shall be overlapped 6 inches at each end.

2.6. SEWER SERVICE LATERAL LOCATOR WIRE

A. Requirements

1. Sewer pipe tracer wire shall be in accordance with Truckee Sanitary District Code Ordinance Standard Specification 7.12 "Tracer Wire on Building Sewer Laterals"
2. Tracer wire shall be taped to the sewer pipe as indicated in the Drawings.
3. All wire splices shall be inspected for approval as direct burial and wrapped with electrical tape.

2.7. MINOR CONCRETE

A. Concrete for use in thrust blocks, slabs, and other minor applications required by this Section shall be in accordance with Section 90-2, "Minor Concrete" of the Caltrans Standard Specifications, with the exception listed in Section 73-1.01 "Description" of the Caltrans Standard Specifications.

1. Concrete shall be 6% air entrained according to Section 90-1.021(2)(a) "General" of the Caltrans Standard Specifications.

PART 3 -EXECUTION

3.1. GENERAL

- A. This section covers the methods of installation and other requirements for construction of a complete and operable sewer system.
- B. Construction shall conform to details on the Drawings, these Specifications, any referenced standards, and manufacturer's recommendations, in that order of precedence.
- C. Construction staking will be provided by the Owner.

3.2. EXISTING UTILITIES

- A. Refer to Section 310000 "Earthwork."
- B. The locations, depths, sizes, and materials of existing utilities shown on the plans are approximate.
- C. This information has been obtained from utility maps furnished by the various agencies involved and is not guaranteed as to accuracy or completeness.
- D. Pothole all connection points prior to construction in any area to verify location, depth, size and material of existing piping. Notify Owner of any changes or unexpected conditions.
- E. For grade dependent pipe installations, pothole all crossing utilities to verify clearance prior to any construction in the area. Notify Owner of any conflicts.
- F. Protect all existing utilities and maintain their service continuously throughout the Project. Service interruptions, disconnections, or relocations of any service shall be approved by the Owner and performed according to their standards and requirements.
- G. Unless otherwise indicated on the Drawings or Specified herein, the Contractor shall maintain service in all water, gas, or sewer lines; lighting power or telephone conduits; and other surface or subsurface structures of any nature that may be affected by the work.
 - 1. Should it be necessary in the performance of the work to disconnect or reroute any such facility, the Contractor shall make satisfactory arrangements with property owners and/or utility owner.
 - 2. Satisfactory arrangements shall include at least 48-hour notice to property owners and utility companies.
 - 3. The Contractor shall be held liable to the owners of utilities and other improvements and to property owners for any damage or interference with service resulting from its operations, and all expenses of whatever nature arising from disconnection, rerouting, damage or replacement of such facilities shall be borne by the Contractor.

- H. Relocation of existing utilities shown on the Drawings shall comply with the standards and requirements of the utility owner.
- I. The utility company will be required to locate its facilities only once at no cost to the Contractor.
 - 1. Additional locations may result in a charge by the utility company to the Contractor.
 - 2. All relocation of indicated existing utilities required by the work of the contract or undertaken for convenience shall be the responsibility of the Contractor and shall be made at its sole expense.

3.3. REMOVAL OF OBSTRUCTIONS

- A. The Contractor shall remove at his expense all rock, stone, debris and obstructions of all kinds and character, natural or artificial, as and when required by the Drawings or where required for the proper prosecution of work.
- B. Such material shall be disposed of by the Contractor at his expense unless it is designated on the Drawings to be saved or is obviously part of a structure or improvement installed for some purpose.
- C. All fences, posts, mail and paper boxes, culverts, structures, pipelines and miscellaneous improvements which are required to be removed shall be replaced by the Contractor to at least their original condition, unless otherwise indicated on the Drawings.
- D. Lawn hedges, shrubs, trees, etc., encountered in the line of work shall be carefully removed, kept moist and returned to their former location, and kept moist until well established, unless the Drawings indicate such items to be removed permanently, or indicated on the Drawings, no trees, plants or other ornamental vegetation shall be removed without the express written permission of the Owner. The Contractor shall comply with Part III of these specifications.

3.4. UTILITY DEMOLITION

- A. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.
- B. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping.
- C. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- D. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
- E. Removal of hazardous materials including asbestos laden pipe or pipe coatings shall be performed in conformance with all regulatory requirements including but not limited to OSHA and EPA. These requirements include personal protective

gear, chain of custody documentation, no fugitive dust, bagging of material, and other regulations.

3.5. PIPE DISTRIBUTION

- A. Each section of pipe shall be delivered in the field as near as practicable to the place where it is to be installed:
 - 1. Pipes shall be distributed along the side of trench opposite the spoil bank within easy reach of the installing crew.
 - 2. Where it is necessary to move the pipe longitudinally along the trench, it shall be done in such a manner as not to injure the pipe.
 - 3. Pipe shall not be rolled or dragged on the ground, nor dropped into the trench.
- B. During loading, transportation, and unloading, every precaution shall be taken to prevent injury to the pipe.
 - 1. No pipe shall be dropped from the cars or trucks or allowed to roll down slides without proper retaining ropes or other suitable method.
 - 2. Each pipe shall rest on suitable pads, strips, skids or blocks during transportation and installation and shall be securely wedged or tied in place.
 - 3. Padding shall be used on car or truck stakes, skids, etc., to prevent damage to the pipe during transportation and handling.
- C. Any pipe damaged shall be replaced.

3.6. PIPE LAYING

- A. Installation and acceptance in accordance with:
 - 1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 "Installation of Sanitary Sewer Facilities"
 - 2. Waterline Crossings: In accordance with the drawings and Owner.
 - 3. Do not backfill until inspected and approved by the Owner.
 - 4. Waterstops: Use approved waterstops on all pipes entering structures such as manholes. Visible seepage around joints into structures shall be cause for rejection.
 - 5. Backfill: Backfill in accordance with Specification Section 310000 "Earthwork."

3.7. SEWER SERVICE LATERALS

- A. Installation and acceptance in accordance with:
 - 1. Truckee Sanitary District Code Ordinance District Section 7 "Installation of Sanitary Sewer Facilities"

3.8. CONNECTING TO EXISTING SEWER SYSTEM

- A. The existing sewers are shown on the Drawings at the points where the new sewers are to be connected thereto.
- B. It shall be the responsibility of the Contractor to determine the exact location and depth of existing sewers prior to the laying of any pipe.
- C. The Contractor shall also determine the elevation of the plumbing outlet of the structure to be connected and decide whether required grade can be maintained between the outlet and the main sewer prior to construction of any portion of the side sewer.
- D. Where the connection is to be made in an existing manhole, the Contractor shall make the connection per the Connection to Existing Manholes section above.
- E. Where the connection is to be made by constructing a new manhole on an existing sewer, the connection and manhole shall conform to the details shown on the Donner Summit Public Utility District Standard Drawings.
- F. Any line to be connected to an existing manhole shall, unless otherwise shown on the Drawings, be installed by forming a new channel with the top invert of the new installed pipe to the same elevation as the top invert of the existing main sewer.
- G. Connections to existing facilities shall be made as indicated on the Drawings and shall be scheduled and coordinated to result in minimum service interruptions.
- H. Coordinate connections with the approved sequencing plans and testing plans.
- I. The Owner shall be notified in advance of making connections to existing sewer lines and such connections shall be made only at a time approved and authorized by the Owner.
- J. Work of connecting to existing mains and laterals shall include all work of removing existing caps or plugs, cutting, excavating, pumping and furnishing necessary fittings and materials to make connections where indicated.
- K. Under no circumstances shall any amount of sanitary wastewater or water contaminated by such sanitary wastewater be discharged to the trench bottom, nearby ground, or any stream channel or drainage course. Any sanitary wastewater or water contaminated by such sanitary wastewater resulting from sewer line replacement, damage, or modification, shall be contained in an impermeable basin, removed as quickly as possible, and discharged only at a legal point of disposal or a sanitary sewer. If any sanitary wastewater is discharged to the ground surface or trench bottom, the contaminated soil shall be immediately removed, placed in appropriate containers and deposited only at a legal point of disposal. All control of sanitary wastewater shall be the responsibility of the Contractor and shall be included as part of the appropriate bid items. No additional compensation shall be allowed for control of sanitary wastewater.

3.9. JOINTING SEWER PIPE

- A. Installation and acceptance in accordance with:
 - 1. Truckee Sanitary District Code Ordinance District Standard Specifications Appendix A-7.9 "Installation of Sanitary Sewer Facilities"
- B. The detailed instructions contained in the manufacturer's installation guide shall be followed.
- C. In addition, the pipe and accessories shall be inspected for defects prior to lowering into the trench.
- D. Any defective, damaged or unsound pipe shall be replaced.
- E. All foreign matter or dirt shall be removed from the interior of the pipe and accessories before lowering into position in the trench.
- F. The mating surfaces of the joint shall be wiped clean of dirt and foreign matter.
- G. The rubber ring in the coupling must be properly located and free from foreign matter and dirt.
- H. Lubricate the spigot end of the pipe according to the manufacturer's recommendations.
- I. With the pipe properly supported and aligned, shove the joint home.
- J. With larger diameter pipe, a lever attachment or bar cushioned with a wooden block shall be used to shove the joint into place.
- K. Care shall be exercised not to disrupt previously connected joints.
- L. Stabbing shall not be used when jointing.
- M. The spigot end shall be pushed in until the reference mark of the spigot end is flush with the end surface of the bell.

3.10. WARNING TAPE

- A. Warning tape shall be installed along the entire length of all sewer pipe, including individual service laterals to the right-of-way. It shall be located directly over the pipe centerline in the trench backfill as shown on the Drawings.
 - 1. Splice by tying together or overlapping a minimum of 12-inches such that no gaps exist. Splice method shall be approved by the Owner.

PART 4 -PREPARATION OF SEWER LINE FOR INSPECTION AND ACCEPTANCE

4.1. GENERAL

- A. Prior to remote TV camera inspection of the sewer interior, the Contractor shall clean each line by flushing to the satisfaction of the Owner.

4.2. PROCEDURE

- A. The flushing operation shall be conducted so that no backflow occurs into house laterals or other side sewers.
- B. Work will not be accepted unless flushing is witnessed by the Owner.

4.3. DISCHARGE

- A. Contractor is responsible to obtain all necessary permits for the discharge of all tested water.
- B. Discharge of all tested water shall conform to Truckee Sanitary District requirements.

4.4. TESTING

- A. See Section 330505 "Sanitary Sewer Testing."

END OF SECTION 333100

RESOLUTION NO. 2023-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING THE GENERAL MANAGER TO ISSUE A NOTICE INVITING BIDS FOR THE SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

WHEREAS, the District is the lead agency for a Project to extend existing sewer mains to provide sewer service to 57 existing residences and single family parcels within the Sugar Bowl East and West Villages to provide an alternative to aging individual on-site septic systems that are currently in use; and

WHEREAS, the Project consists of 4,520 linear feet of sewer line that is divided into two phases, the East Village is known as Phase 1 and the West Village is known as Phase 2; and

WHEREAS, a smaller portion of the Project, called Phase 2A, is being constructed in advance of the other portions of the Project to meet timing of private property construction; and

WHEREAS, the Project is funded by the property owners through individual contributions, capacity fees, and property assessments; and

WHEREAS, the Initial Study and Mitigated Negative Declaration and Mitigation Monitoring Reporting Program for the Project were adopted by the Board on October 17, 2023; and

WHEREAS, the engineering plans and specifications for Phase 2A were completed by Auerbach Engineering Inc.; and

WHEREAS, the District General Manager has reviewed those plans and specifications and found them to be acceptable; and

WHEREAS, the engineer's estimate of construction costs for Phase 2A is \$1,600,000; and

WHEREAS, California Public Contract Code Section 22039 requires the District Board of Directors to adopt plans and specifications for all projects with a construction cost greater than \$200,000.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the foregoing recitals are true and correct and are part of this resolution.

BE IT FURTHER RESOLVED that the plans and specifications for the Sugar Bowl Sewer Extension Project Phase 2A are approved and the General Manager is authorized to issue a notice inviting bids for the project.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 21st day of November 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board

Agenda Item: 7B



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager *SP*

SUBJECT: Approve a Revised Organizational Chart and Job Descriptions for Office Assistant and Office Manager

RECOMMENDATION

Approve a revised organizational chart and job descriptions for Office Assistant and Office Manager.

BACKGROUND

The Board is being asked to consider this item for two reasons.

First, the General Manager has been working to update and document current personnel practices. This effort started with preparing an employee benefit and compensation project, then progressed to updating the employee handbook. The Board adopted those two items in November 2022 and March 2023, respectively. The next task in this effort is to update the employee job descriptions. The Office Assistant and Office Manager job descriptions have been drafted and are ready for Board review and approval. Job descriptions for the remaining positions are being prepared and will be presented at a future meeting. Once work on the job descriptions is complete, consideration should be given to conducting an employee compensation survey to gauge how the District's compensation package as a whole compares to other similar agencies.

The second reason this is being presented is that the General Manager has been evaluating staffing and the organizational structure. That evaluation has progressed, and the General Manager recommends that the District add an Office Manager and utility operator to the organization. A revised organizational chart is presented for Board review and approval.

DISCUSSION

The revised organizational chart included as Attachment 1. The revision includes the reinstatement of the Office Manager position and the addition of a utility operator position.

Office Manager

The District's Office Manager retired in 2021 and the position was removed from the organizational chart while the General Manager evaluated the administrative staffing. The Office Manager would be responsible for oversight and management of the utility billing, finance, human resources, risk management, and information systems functions. The Office Manager will also serve as the direct supervisor for the Office Assistant. The proposed job description is included as Attachment 2. The Office Manager needs to have knowledge of special district governance and management; and local government accounting, purchasing and contract administration, financial policies and procedures, risk management, budget preparation and administration. The Office Manager also needs the ability to oversee the work of the District accountant; analyze

problems, identify potential solutions, and implement recommendations; research, analyze, and evaluate new service delivery methods; and participate in the development and administration of department goals and objectives. Some essential functions of the Office Manager include, but are not limited to:

- Manage human resources services and activities
- Manage purchasing and contract administration.
- Manage financial activities, including accounting, budgeting, and investments.
- Manage utility billing and accounts receivable.
- Coordinate work of District accountant.
- Assist in preparation of and administration of annual budget.
- Manage risk and property management services and select appropriate risk management programs.
- Negotiate purchase of insurance coverage.
- Manage information systems and oversee informational systems consultant.
- Prepare and present staff reports, agendas, and minutes for Board and committee meetings.
- Conduct organizational and operational studies and investigations.

The Office Assistant would be responsible for performing administrative and customer service support functions. The proposed job description is included as Attachment 3. The Office Assistant needs to have knowledge of effective customer service, office methods and equipment, mathematical calculations, computer software, and basic governmental accounting and terminology. The Office Assistant also needs the ability to learn the procedures and operating details of District administration, perform routine clerical work, perform routine mathematical calculations, type accurately and at an appropriate speed, operate modern computer software, interpret and explain District policies and procedures, prioritize work, review documents for accuracy, and maintain accurate records. Some essential functions of the Office Assistant include, but are not limited to:

- General clerical duties.
- Front desk receptionist.
- Sort and distribute mail.
- Respond to questions from the public by telephone, email, or in person.
- Prepare correspondence, spreadsheets, and other business documents using a personal computer.
- Manage customer utility accounts, prepare utility billing, receive and process utility payments.
- Oversee invoice approval process and coordinate accounts payable checks with accountant; distribute accounts payable checks.
- Process employee payroll and prepare for final approval by General Manager or designee.
- Operate standard office equipment including word processing applications as assigned; perform duties using spreadsheet programs and other applications specific to assigned operations.

Utility Operator

Operating the water and sewer system is a twenty-four hour per day, seven day per week commitment. The District must be adequately staffed to ensure the systems operate without interruption. The current staffing for the operations division includes a Chief Operator, Assistant Chief Operator, two operators, and a mechanic, for a total of five (5) full time employees. The weekly schedule is listed below.

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Chief Operator							
Asst Chief							
Operator							
Operator							
Mechanic							
<i>Total</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>4</i>	<i>3</i>	<i>1</i>	<i>1</i>

While this staffing level has been functional, it is less than optimal and presents many challenges including:

- A. Significant amount of overtime
 Over the last ten (10) months, there have been 949 hours of overtime at a cost of \$77,131. Not only is overtime expensive, but more importantly it leads to employee burnout, stress, dissatisfaction, and disengagement. If this goes on long enough, employees will decide to resign.
- B. Reduced staffing and no coverage during vacations and illness.
 During employee vacations and illness, staffing is often reduced to absolute minimum and overtime is required at times to ensure the absolute minimum staffing level is maintained.
- C. Difficulty scheduling work due to limited staff overlap.
 There is only one day per week when all operations staff are working. Therefore, labor intensive work can only be scheduled on one day each week.
- D. Minimum coverage on weekends.
 There is one staff person scheduled for each day on the weekend. This only provides capacity for employees to perform required sampling and system oversight. If immediate corrections or repairs are needed, they must wait until more employees are scheduled, or someone must be called in on overtime. In the winter, this also presents a significant safety concern. In the winter, many District facilities must be accessed by snowcat and during periods of heavy snowfall. Consequently, some routine activities are skipped on the weekends to avoid putting employees into a risky situation where they could be stranded alone during winter weather.

The addition of an operator will lead to decreased overtime, increased work capacity, improved flexibility and capacity during vacations and illness and on weekends, and improved employee safety on weekends. This new position will also provide additional flexibility and resources to adjust to upcoming staff retirements.

FISCAL IMPACT

The revised organizational chart and job descriptions do not have any direct fiscal impact. wage ranges are not part of this action, and the new positions will remain unfunded until such time that the budget is modified to include funding for the positions.

CEQA ASSESSMENT

This action is not a CEQA project.

ATTACHMENTS

- 1. Revised Organizational Chart
- 2. Job Descriptions for Office Manager and Office Assistant

November 21, 2023

Agenda Item: 7B

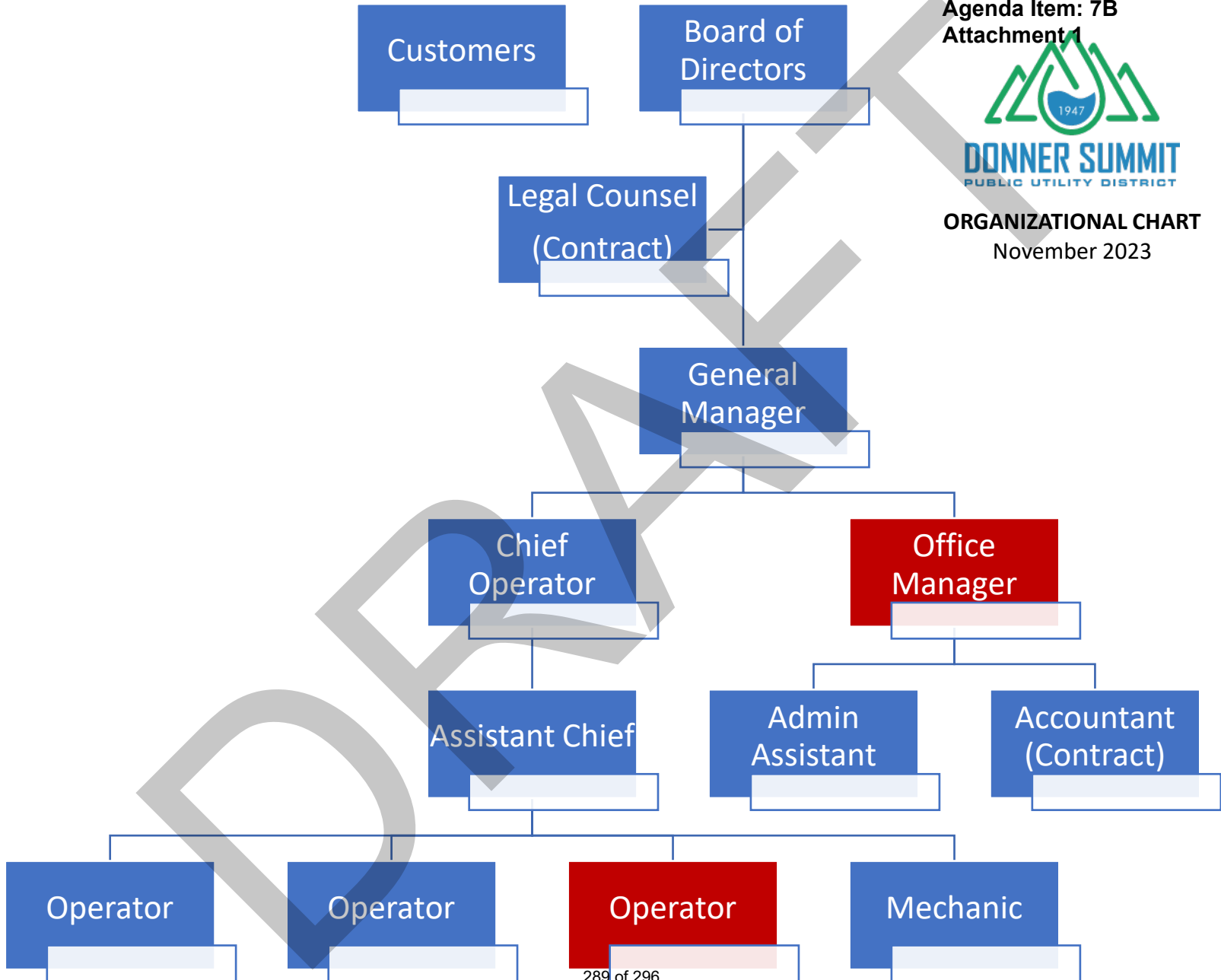
Attachment 1



DONNER SUMMIT
PUBLIC UTILITY DISTRICT

ORGANIZATIONAL CHART

November 2023



Job Description

<i>Job Title (Class):</i>	Office Assistant	<i>Reports To:</i>	Department Manager or General Manager as assigned
<i>FLSA Status:</i>	Non-Exempt	<i>Approved by Board of Directors:</i>	TBD

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

I. Definition

Under supervision perform a variety of administrative, secretarial, clerical, and customer support functions in support of the assigned department; to relieve higher level supervisory and management staff of administrative detail; and to provide information and assistance to the public.

II. Supervision Received and Exercised

Receives supervision from the assigned Department Manager or District General Manager. Exercises no supervision of staff.

III. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

1. Perform general clerical duties related to the assigned department.
2. Serve as front desk receptionist for the District; answer telephone and wait on the general public, providing information on District programs, policies and procedures.
3. Receive, sort, and distribute mail; may independently respond to routine requests for information and general correspondence.
4. Process outgoing mail.
5. Receive and respond to questions from the public by telephone, email, or in person.
6. Prepare basic correspondence, spreadsheets, and other business documents using a personal computer.
7. Explain and assist other employees to explain District policies, procedures, administrative directives, and laws and regulations in response to inquiries or complaints; refers inquiries as appropriate.
8. Attend department and District staff meetings; assist with meeting set up and tear down; take and transcribe meeting minutes.
9. Pickup mail from the post office and receive at the office, sort and distribute mail; may independently respond to the more routine requests for information and general correspondence.
10. Utilize standard computer software to manage customer utility accounts, prepare customer utility billing for review by supervisor, and mail customer billing.

[DATE APPROVED]

Job Description – Office Assistant

11. Receive and process utility payments; research billing errors; balance cash drawer.
12. Order and maintain office supplies; process and track purchase orders and invoice payments; make travel arrangements as requested.
13. Receive trouble calls and dispatch appropriate field staff; open and close work orders.
14. Operate standard office equipment including word processing applications as assigned; perform duties using spreadsheet programs and other applications specific to assigned operations.
15. Sort and file documents and records; maintain alphabetical, index, and cross-reference files.
16. Oversee invoice approval process and coordinate accounts payable checks with accountant; distribute accounts payable checks.
17. Process employee payroll and prepare for final approval by General Manager or designee.
18. Receive and respond to questions from District staff related to assigned functions.
19. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
20. Perform related duties as assigned.

IV. Qualifications

Knowledge of:

- English usage, spelling, grammar, and punctuation.
- Principles and practices of effective customer service.
- Basic office methods and equipment, including filing and computer systems.
- Basic mathematical calculations.
- Basic computer software and keyboarding.
- Terminology used in governmental accounting.
- Principles and practices of basic accounting.

Ability to:

- Learn the organization, procedures, and operating details of the department to which assigned.
- Perform routine clerical work including maintenance of appropriate records and preparation of general reports.
- Verify and check files and data.
- Perform routine mathematical calculations.
- Type accurately at a speed necessary for successful job performance.
- Learn to operate and use modern office equipment including a computer and applicable software.
- Establish and maintain effective working relationships with those contacted in the course of work.

Job Description – Office Assistant

- Communicate clearly and concisely, both orally and in writing.
- Review a variety of documents for accuracy.
- Prioritize work and manage competing priorities.
- Make accurate mathematical calculations.
- Organize and maintain various financial records and files.
- Interpret and explain District policies and procedures.
- Operate computerized utility billing software.

V. Experience and Education Guidelines

Experience

One year of clerical experience is desirable.

Education

Equivalent to completion of the twelfth grade.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

VI. Working Conditions

Environmental Conditions

Work is normally performed in a temperature-controlled office environment subject to typical office noise.

Physical Conditions

Essential functions may require maintaining physical condition necessary to sit at a desk and/or stand at counter for long periods of time; intermittently twist and reach office equipment; write and use keyboard to communicate through written means; run errands as required; lift or carry weight of 25 pounds or less.

Mental Conditions

Essential functions may require maintaining mental condition necessary to review documents related to department operations; observe, identify, and problem solve office systems and procedures; understand, interpret and explain department policies and procedures; explain and problem solve office issues with the public and staff; handle conflict.

Job Description

<i>Job Title (Class):</i>	Office Manager	<i>Reports To:</i>	General Manager
<i>FLSA Status:</i>	Exempt	<i>Approved by Board of Directors:</i>	TBD

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

I. Definition

Under general supervision of the General Manager; perform, direct, manage, supervise, and coordinate the assigned programs and activities within the administrative department including utility billing, finance, human resources, risk management, information systems, and office maintenance; coordinate assigned activities with other departments and outside agencies; and provide highly responsible and complex administrative support to the General Manager.

II. Supervision Received and Exercised

Receives supervision from the General Manager. Exercises direct supervision over clerical staff.

III. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

1. Manage assigned services and activities including utility billing, finance, human resources, risk management, information systems, and office maintenance.
2. Develop and direct implementation of goals, objectives, policies, procedures, and work standards for assigned services and activities including utility billing, finance, human resources, risk management, information systems, and office maintenance.
3. Plan, direct, and coordinates work plans for assigned staff; assign work activities and responsibilities to appropriate personnel; review and evaluate work methods and procedures for quality and compliance with laws, regulations, and District policies and procedures; and meet with staff to identify and resolve issues.
4. Monitor the assigned services and activities and identify opportunities for improvements, provide recommendations to the General Manager for process changes, and implement approved changes.
5. Select, motivate, and evaluate assigned staff; provide or recommend training; work with staff to correct deficiencies; review daily activities with assigned staff; and provide policy guidance and interpretation to staff.
6. Assume responsibility for all human resources services and activities including recruitment, hiring, classification, compensation, benefits, and related services.

[DATE APPROVED]

Job Description – Office Manager

7. Manage purchasing and contract administration for assigned services and activities; prepare requests for proposals and invitations to bid; and manage selection process.
8. Manage financial activities including accounting, budgeting, and investments; recommend and administer financial policies and procedures.
9. Manage utility billings, payments, and accounting; perform complex and technical accounting and fiscal record management analysis; identify and analyze problems in accounts receivable and general accounting; make recommendations for improvements.
10. Coordinate and interact with the Districts' accountant in a professional and productive manner to obtain monthly bank reconciliations, financial reports, fund balances, and monthly cash flow analysis.
11. Assist the General Manager in development and administration of the annual budget; participate in the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures within the assigned services and activities; monitor expenditures and recommend adjustments to the General Manager.
12. Oversee preparation of annual financial statements and annual audit.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
14. Manage risk and property management services and activities, select appropriate risk management programs.
15. Negotiate purchase of insurance coverage.
16. Monitor property and workers' compensation insurance claims.
17. Manage information systems including local area networks, associated hardware and software, phone and internet access; monitor information system effectiveness and recommend improvements as required.
18. Oversee maintenance of District office.
19. Prepare and present staff reports, agendas, minutes, and other necessary correspondence for Board and Board committees.
20. Provide professional staff assistance to the General Manager
21. Conduct organizational studies, investigations and operational studies, recommend modifications to administrative department programs, policies, and procedures as appropriate.
22. Attend and participate in professional group meetings, stay abreast of new trends and innovations in the field of public administration.
23. Receive and respond to questions from District staff related to assigned functions.
24. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
25. Perform related duties as assigned.

Job Description – Office Manager

IV. Qualifications

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive administrative services program in a local government setting.
- Principles and practices of program development and administration.
- Principles and practices of special district budget preparation and administration.
- Local government accounting, purchasing and contract administration, financial policies and procedures, risk management.
- Modern computer technology and information systems.
- Ethical operations for local government.
- Special district governing and management.
- Principles of supervision, training, and performance evaluation.
- Federal, State, and local laws, codes, and regulations related to required tasks, special districts, water utilities, and wastewater utilities.

Ability to:

- Oversee and participate in management of the administration department.
- Oversee, direct, and coordinate work of the department staff.
- Select, train, evaluate staff.
- Participate in the development and administration of department goals and procedures.
- Oversee work of the District accountant.
- Analyze problems, identify potential solutions, project outcomes of solutions, and implement recommendations.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

V. Experience and Education Guidelines

Experience

Three years of increasingly responsible public administration experience including one year of supervisory experience.

Education

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration, business administration, finance, or a related field. Additional relevant experience may be considered in-lieu of a bachelor's degree.

Job Description – Office Manager

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

VI. Working Conditions

Environmental Conditions

Work is normally performed in a temperature-controlled office environment subject to typical office noise.

Physical Conditions

Essential functions may require maintaining physical condition necessary to sit at a desk and/or stand at counter for long periods of time; intermittently twist and reach office equipment; write and use keyboard to communicate through written means; run errands as required; lift or carry weight of 25 pounds or less.

Mental Conditions

Essential functions may require maintaining mental condition necessary to review documents related to department operations; observe, identify, and problem solve office systems and procedures; understand, interpret and explain department policies and procedures; explain and problem solve office issues with the public and staff; handle conflict.